

**COMPREHENSIVE AGREEMENT**

**between**

**THE SCHOOL BOARD OF THE CITY OF BRISTOL, VIRGINIA,**

**and**

**J.A. STREET AND ASSOCIATES, INC**

**For The New Intermediate School Project**

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## COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT (“Agreement”) is entered into as of the 12<sup>th</sup> day of May, 2020 by and between **THE SCHOOL BOARD OF THE CITY OF BRISTOL, VIRGINIA**, (the “District”, “Public Schools”, “School Board” or the “Owner”), and **J.A. STREET AND ASSOCIATES, INC**, a Virginia corporation (the “Developer”).

### Recitals

R-1. On June 5, 2017, the District adopted its “Bristol City Public Schools Public-Private Education Facilities and Infrastructure Act of 2002 Model Guidelines”, amended September 2008, which are its guidelines for implementation of the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”), as amended, Va. Code 56-575.1, et seq. (the “Guidelines”).

R-2. On March 5, 2018, the District, acting pursuant to the PPEA and its Guidelines, accepted an unsolicited proposal for a new Elementary/Intermediate School (“New School”) for the District from S.B. Ballard Company (the “Ballard Proposal”).

R-3. After acceptance of the Ballard proposal, the District posted it as required by the PPEA and invited competing proposals. The District received an additional conceptual-phase proposal in response within the deadline specified from J.A. Street & Associates (the “Developer”). A copy of Developer’s conceptual-phase proposal is attached hereto as Exhibit A.

R-4. Copies of both proposals were provided to the City.

R-5. The District subsequently selected both of the proposers, as finalists to invite to submit detailed-phase proposals.

R-6. The finalists submitted detailed-phase proposals. A copy of Developer's detailed-phase proposal is attached hereto as **Exhibit B**. The **Exhibit B** shall be deemed amended to allow for an increase in the square footage if costs allow, and the superintendent is hereby authorized to agree to an increase in the square footage if within the costs as set forth herein.

R-7. After determining pursuant to Va. Code § 56-575.16 that selecting by competitive negotiation was justified and conducting negotiations with the finalists and finding that the purposes of the PPEA would be met, based upon the criteria in Va. Code § 56-575.4 c.1-3, the District selected Developer as the private entity to proceed to develop this Agreement for the Project.

R-8. Public hearings were held on the detailed phase proposal submitted by Developer on September 19, 24, 26 and 27, 2018.

R-9. The parties have now finalized this comprehensive agreement consistent with the PPEA and the Guidelines, the terms and conditions of which are set out in this Agreement and its exhibits.

**NOW THEREFORE**, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **General Scope**. Under this Agreement, Developer will be providing to the District certain development services, design services, financing, and construction for (a) new educational facilities and related improvements, utilities and amenities at the Site to build a new Intermediate School, and (b) customary utility connections to utilities adjacent to the Site to allow operation of the New School as described in and consistent with **Exhibit B**. The Project

will be delivered for a Guaranteed Maximum Price (“GMP”), as adjusted in accordance with the Contract Documents, and leased to the District for 30 years, unless the District, in its sole discretion, elects in writing to use additional funds to pay for the construction.

3. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth below.

(a) “Allowance” means a specified sum of money budgeted within the Project Budget for a specified portion of the Work that Developer has agreed to perform on the basis of the actual direct costs and fees for performing such portion of the Work, and not at a fixed price, such that, if the actual direct costs and fees for performing such portion of the Work are below the budgeted allowance amount to perform such Work, the difference shall not be paid to the Developer, but if the actual direct costs and fees for performing such portion of the Work are above the budgeted allowance amount to perform such Work, the District shall pay Developer the difference. The markup on actual direct costs allowed as total fees for any Allowance Work shall be the same as allowed for any Change.

(b) “Architect” means Developer’s subcontracted professional design firm that will provide certain architectural and engineering services for the Project, including, without limitation, its design and the Site design.

(c) “Budget” or “Project Budget” means the total funds available for the Project. “Developer’s Budget” means that portion of the Developer’s Contract Sum pricing proposal as set forth on **Exhibit C.**

(d) “Business Days” are days that the District’s administrative offices are open for business.

(e) “Change” means any addition to, deletion from, or modification of the Project or the services that is made in accordance with the provisions of this Agreement. A Change may be made by a written Change Order if the District and Developer agree as to adjustments, as applicable, to the Developer’s Budget and the Project Schedule, or unilaterally by the District by a written Change Directive, with any adjustments, as applicable, to the Developer’s Budget and Project Schedule, to be determined subsequently by either mutual agreement on the part of the District and Developer or through dispute resolution in accordance with Section 18 of this Agreement.

(f) “Change Directive” means a written order by the District specifically identified as a Change Directive, either (i) directing a Change, or (ii) directing Developer to perform work that the District contends to be within the requirements of the Contract Documents and that Developer contends does not. In the case of circumstance (i) in the preceding sentence, the Developer shall receive an adjustment to compensation and/or time as is equitable under the circumstances, which shall be memorialized in a Change Order. In the case of circumstance (ii) in the preceding sentence, if the District contention is correct, Developer is not entitled to any additional compensation or extension to time despite the directive being labeled a “Change Directive.”

(g) “Change Order” means a Change made by a written agreement in which the District and Developer have indicated agreement as to the Change and adjustments to the Developer’s Budget and Project Schedule due to the Change and have evidenced their agreement by executing the written agreement; Change Orders are only valid if approved within the limitations established under “Change Order Approval Authority”.

(h) “Change Order Approval Authority” means that the District Superintendent or designee is authorized to execute Change Orders subject to the following limitations: any Change Order which results in the Contract Sum being exceeded requires approval of the School Board and the Bristol City Council. The School Board will be notified of any use of the Developer Contingency by BVPS Administration on a routine basis.

(i) “City” means the City of Bristol, Virginia.

(j) “Codes and Standards” means all local, state and federal regulations, ordinances, codes, laws, or requirements applicable to the Project, including, without limitation, the Virginia Uniform Statewide Building Code.

(k) “Contingencies” means funds in the Project Budget reserved for those events that the Parties cannot determine with sufficient certainty how to include at the time of execution of this Agreement. The “Developer Contingency” as shown in Exhibit C shall be funds reserved for the Developer’s use but which shall require the prior written consent of the District before they can be applied. If any Developer Contingency is unused it shall be returned to the District at the end of the Project, the Parties shall execute a Change Order that reflects an adjustment in the Contract Sum that accurately reflects the actual amount of the Developer Contingency used for the Project with 100% of the balance credited to the District. The Developer Contingency may be used by the Developer for scope gaps between trade contractors, contract default by a trade contractor, and unforeseen field conditions. Any other proposed use must be approved by the District in writing before the Developer commits funds from the Developer Contingency. The Developer Contingency is for use by the Developer; however, the Developer must provide written notice of each draw down from the Developer Contingency within a reasonable amount of time, but no later than three working days after occurrence. This



includes changes that result in a credit to the Developer Contingency. District approval to use the Developer Contingency shall not be unreasonably withheld. The Developer may use the Developer Contingency to cover the cost of any repairs required during the construction process so long as such repairs do not result from the negligence or willful actions of the Developer, the Contractor or the subcontractors. However, costs for repair work shall be back-charged to subcontractors or covered out of the Developer's fee. The District shall not be responsible for the cost of repairs made during construction. Any use of the Developer Contingency shall not include any mark-ups for overhead and profit by the Developer.

- (1) "Contract Documents" means the following:
  - (1) Any written modifications to this Comprehensive Agreement made in accordance with this Agreement;
  - (2) Any written Change Orders made in accordance with this Agreement;
  - (3) Any written Change Directives issued in accordance with this Agreement;
  - (4) This Comprehensive Agreement;
  - (5) Any written modifications to the Design-Build Contract made in accordance therewith;
  - (6) Any written Change Orders made in accordance with the Design-Build Contract;
  - (7) Any written Change Directives issued in accordance with the Design-Build Contract;
  - (8) The Design-Build Contract;

- (9) Exhibits and documents incorporated by reference by this Agreement, other than the Design-Build Contract; and
- (10) The Construction Documents.

In the event of any conflict between any of the Contract Documents, precedence shall be given to the Contract Documents in the order listed.

(m) “Construction Documents” means the sealed Plans and specifications developed through the design process by Architect or its consultants for the Work, and approved by the Developer and District, that are suitable to construct the Work for the Project.

(n) “Contractor” means the entity to which the Developer subcontracts the construction Work portion of its responsibilities for the Project if any.

(o) “Contract Sum” means the total amount to be paid to the Developer for the design, construction and financing provided hereunder.

(p) “Cost of Work” means cost of all work by Developer, design fees, trade contractors, vendors, suppliers, and indirect costs. Any Cost of Work savings at completion of the Project shall be split 45% to Developer and 55% to District.

(q) “Day” means a calendar day, and “Days” mean calendar days, unless the contrary is expressly indicated.

(r) “Design-Build Contract” means the contract to be entered into between the Developer and the District for all the design and construction Work for the Project at **Exhibit E** hereto, which is a modified AIA Document A141-2014 and modified Exhibit A141-A thereto. Developer shall be the Design-Builder under the Design-Build Contract.

(s) “Final Completion” means when all the Work has been completed in accordance with the Contract Documents except for warranty work that is not a punch list item.

(t) “Guaranteed Maximum Price” means the not to exceed amount stated in **Exhibit C** that will be payable to Developer for the Project.

(u) “Guidelines” means the District’s Guidelines for Implementation of the Virginia Public-Private Education Facilities and Infrastructure Act of 2002, as amended, (“PPEA”) as adopted by the District on June 5, 2017, as its “Bristol City Public Schools Public-Private Education Facilities and Infrastructure Act of 2002 Model Guidelines, Amended 2008”.

(v) “New School” means the Intermediate School to be developed, designed and constructed pursuant to this Agreement.

(w) “Parties” means the Developer and the District; each may also be referenced as a “Party”. The City is not a party to this Agreement.

(x) “Plans” means the plans, drawings, specifications, and schedules prepared by the Architect and its design consultants for the Project approved as described in paragraph 8(d) of this Agreement.

(y) “Project” means development, design, and construction of the education facilities, utilities, infrastructure, utility connection, and amenities contemplated by the proposals from the Developer and this Agreement.

(z) “Property” means the real estate that Developer is to ground lease which is described at **Exhibit D** hereto.

(aa) “Site” means the Property that Developer will lease to the District upon which the New School facilities will be constructed, as more fully described in **Exhibit D**.

(bb) “Substantial Completion” means the date determined in accordance with Section 13 of this Agreement.

(cc) “Work” means all of Developer’s furnished development, design, and construction services as defined by this Agreement, the Design-Build Contract, and/or the Construction Documents, including procuring and furnishing all materials, equipment, permits, services and labor reasonably inferable therefrom and not excluded by this Agreement or its exhibits. “Work” includes the entirety of “Work” or any portion thereof, as applicable from the context.

4. **Project Schedule.** Attached hereto as **Exhibit F** is the initial Project Schedule. The Project Schedule shall be further developed and interim dates added consistent with this Agreement, with such Project Schedule to be reasonably based on required completion dates for the Project. The Developer shall use best efforts to maintain the Project Schedule, which can be modified by mutual agreement of the parties as circumstances warrant, keeping in mind the importance of achieving the Substantial Completion of Work date for the Project.

5. **Pre-Construction Activities.**

(a) Developer shall be responsible for all pre-construction due diligence to satisfy itself that the New School can be constructed as contemplated by the District, including but not limited to: geotechnical and environmental assessments (Phase I and Phase II if required) which costs shall be included in the Contract Sum. Among other things, the Developer shall be responsible for all government approvals, permits and licenses including, but not limited to, all land use and zoning requirements.

(b) The Developer shall also prepare development plans for the District’s review and approval.

(c) Developer shall take the following actions with respect to the Property:

(1) Diligently pursue all measures reasonable and necessary to ensure that the Property may be developed for a school use as contemplated by this Agreement.

**6. Site Design and Sitework.**

(a) Services: Developer will provide the following site design and sitework services to the School Board:

(1) Review any existing reports regarding the Site, including, without limitation, subsurface tests, geotechnical reports, soil tests, borings, water surveys, wetlands studies, topographical surveys, sewage disposal surveys and drainage determinations, determine what additional reports must be done for the Site, and cause to be made any and all additional reports reasonably necessary to be made in order to provide for the development of the Site contemplated in this Agreement;

(2) Have the site design for the Site done and have all site work done necessary to prepare the Site for the Project, including without limitation, obtaining engineering services, preparing site plans and obtaining their approval, site demolition, removal of debris, clearing, grubbing, and grading, removal and disposal of excess soil and rock, provision of suitable soil, doing storm water management, utilities, curb and gutter, and landscaping, all in accordance with Developer's detailed-phase proposal and standards applicable at the time of execution of this Agreement. All civil engineering, site design, and site plans are subject to review and approval by the District (which approval shall not be unreasonably withheld, conditioned or delayed). If the District disapproves of civil engineering, site design or site plans or any portion thereof or any modifications thereto, the District shall provide Developer with a notice of disapproval specifying in detail the reasonable basis for such disapproval. If the District fails to give Developer written notice of disapproval of any civil engineering, site design

or site plans within ten (10) Business Days after receipt of any submittal by Developer, and, (i) after that time expires, Developer sends a written notice requesting action by the District; and (ii) the District takes no action within two (2) Business Days following receipt of such written notice, then the District shall be deemed to have approved the same. Developer shall cause its Architect and its consultants to work closely with the District and cooperate with the District and its consultants, always acting in good faith and consistent with the highest professional standards of professional care, quality judgment, and attention. The Developer shall ensure that its site design is compatible with the Architect's design for the new school facilities and is reasonably acceptable to the District and its consultants. The Developer shall take all actions necessary so that the Site is ready for construction in conformance with the approved site plan and complies with all requirements of Codes and Standards. The sitework for the Project shall include all the work identified in the Contract Documents unless the parties subsequently agree otherwise in writing;

(3) Do all permitting and obtain all approvals for the Project and its Site that are required for sitework, construction and occupancy; provided, however, that the District will provide the District's signatures when required and will assist Developer in securing timely issuance of permits and approvals of other governmental bodies, including the City; and

(4) Off-Site Tasks – obtain rights to allow connections, and make connections to, utilities off site required for the operation of the New School.

## 7. **Ground Lease.**

The Parties contemplate executing a Ground Lease for the Property set forth on **Exhibit D**, following the issuance of the Bonds. Among other things, the Ground Lease shall provide for a term of 30 (thirty) years with a base rent payable annually or semi-annually at the

discretion of the District. The District shall have the right to terminate the Ground Lease upon the filing of bankruptcy by the Developer (or SPE to be formed by the Developer) and the right to exercise a purchase option by the District. The Developer shall affirmatively covenant not to allow any liens to be filed against the Property. The District shall have a right of reversion and the Developer shall indemnify the District. The Ground Lease shall also contain covenants to limit future development and use of the Property. Further, if the Developer forms a Special Purpose Entity (“SPE”), it shall guarantee any and all obligations and responsibilities of the SPE. To facilitate financing, the Developer may assign the Ground Lease or the rights hereunder to the Public Entity issuing the Bonds.

**8. Master Lease.**

Upon completion of the Project, the Developer shall lease (the “Master Lease”) the New School to the District and the lease payments shall equal the annual debt service payments on the bonds. The first lease payment shall not be due from the District until occupancy of the New School is obtained. The Master Lease shall be a triple net lease, however the Developer shall be responsible for all real estate taxes, if any. Further there shall be cross-default provisions between the Ground Lease, Master Lease and the Comprehensive Agreement.

**9. Plan of Finance.**

The District shall include in its budget requests to the City that the City appropriate funds to the District to pay for, the annual lease payments and if it determines to pay for the Construction Cost, to finance or cause financing of, the costs of the Project in a manner that results in the availability of funds in the amounts and at the times required, subject to annual appropriation. The Developer has committed to finance the Contract Sum through the issuance of tax exempt bonds (the “Bonds”). The payments by the District under the Ground Lease shall

equal the debt service on the Bonds. Unless expressly authorized by the Bristol City Council, the total annual cost of the debt service on the Bonds shall not exceed \$1,300,000.

**10. Design Services.**

(a) Developer shall retain Architect to provide design services and construction phase services and shall pay Architect for those services, the cost to the District of which is part of the amount indicated in Item B of **Exhibit C**, and which is part of the total GMP. The payment to Developer of the amount indicated in Item B of **Exhibit C**, as adjusted by this Agreement, is the District's sole obligation for payment for all architectural and engineering services to be provided under this Agreement, whether from the Architect or its consultants or other consultants retained separately by the Developer, and if Developer is unable to provide all such services for the amount indicated in Item B of **Exhibit C**, as adjusted by this Agreement, Developer shall nonetheless cause such services to be provided at no additional cost to the District. Any payment from the District to Developer for services provided by Architect shall be deemed to also be payment to Architect. The Developer shall ensure that the Architect's contract with Developer (i) does not limit damages payable by Architect for acts or omissions, including without limitation, for professional liability for failure to meet the standard of care; (ii) requires insurance coverage at least equal to that required by Section 13 of this Agreement; (iii) requires indemnification at least equal to that required by Section 17 of this Agreement for acts or omissions of the Architect or anyone providing services for the Project through the Architect; and (iv) incorporates all obligations of the Architect under this Agreement and the Design-Build Contract. The Developer shall also be responsible for all engineering services required hereunder, including all civil engineering services. The Developer may have all other architectural and engineering services provided by the Architect or by a consultant with whom



the Architect contracts. However in either event, such requirements and responsibilities herein as pertain to the Architect shall also apply to the Engineer.

(b) Because the Project is to use the design-build method of delivery, the District does not provide any warranty, express or implied, regarding the suitability of any design for the Project. Rather the Developer agrees as follows: services of Developer, Architect and their consultants shall meet the standards of care for a comparable project in Virginia. The Architect and Engineer shall provide their best work as the standard of care.

(c) Developer shall require Architect's and their respective Engineer's consultants' personnel to have the necessary expertise and experience, and such personnel shall be reasonably acceptable to the District.

(d) Developer shall develop or cause to be developed, a "Building Description and Outline Specifications", "Schematic Building Plans" and "Master Site Plans" for the Project consistent with Exhibits B and E (the "Scope Documents"). The District shall review and comment on the Scope Documents in accordance with the Project Schedule (as further developed in accordance with Paragraph 4 of this Agreement). Once the District has reviewed and approved the Scope Documents, Developer shall cause to be delivered to the District proposed drawings, specifications and schedules pursuant to the provisions of the Scope Documents. Such deliverables shall be reviewed, revised and approved or disapproved by the parties in order to produce a final set of mutually-agreeable approved plans, drawings, specifications and schedules for the Project (collectively, the "Plans"). The Developer shall also furnish copies of the Scope Documents and the Plans to the City Building Official, the City Planning Department, and the State Board of Education. The District's approval of the above Plans shall not be unreasonably withheld, conditioned or delayed, and the District shall not be entitled to condition its approval

of such Plans upon the inclusion of any design specifications that are materially inconsistent with the Scope Documents. The District's approval of such Plans shall not be deemed a representation or warranty by the District that any of such Plans meet code or represent good engineering, design or construction practices or be deemed to be a waiver by the District of any failure of the Plans to conform to the standard of care, of any of the requirements of any Codes and Standards, or of any of the standards for design and construction in this Section.

(e) If the District disapproves of Plans or any portion thereof or any modifications thereto, the District shall provide Developer with a notice of disapproval specifying in detail the reasonable bases for such disapproval. Developer shall promptly either respond to such disapproval with additional information addressing the District's objections or cause to be made such revisions to the Plans as may be necessary to address the District's reasonable objections, and shall resubmit the revised Plans addressing the bases in the District's notice of disapproval to the District for the District's approval to maintain the Project Schedule. The District shall review such revisions and notify Developer whether the District approves or reasonably disapproves the Plans as modified. This process shall be repeated, if necessary, until the District's reasonable objections have been addressed and the District has approved the Plans.

(f) If the District fails to give Developer written notice of disapproval of any Plans within ten (10) Business Days after receipt of any submittal by Developer, or in the case of a resubmittal of a previously disapproved submittal, within two (2) Business Days after the District's receipt thereof, and, if after receiving a written reminder notice of such failure, the District continues to fail for another two (2) Business Days to give written notice of disapproval, the District shall be deemed to have approved the same.

(g) Developer shall ensure that the design and construction for the Project meet or exceed the Virginia Department of Education Regulations for Public School Buildings Construction, meet the standards of quality of design and workmanship of Exhibits B and E, meet applicable Codes and Standards, and meet the standards specifically identified or established in this Agreement and in Developer's proposals except to the extent standards in the proposals are qualified by Exhibits B and E of this Agreement; provided, however, that (a) the District and the Developer agree that the size and location of the Site is acceptable for the development of the Project and any parcel size or location requirements set forth in this Agreement shall not be applicable to the Project and (b) where there is any material conflict between the number, size, and type of rooms, other indoor spaces, and outdoor amenities found in the Guidelines for School Facilities In Virginia's Public Schools and those proposed in the Detailed Phase Proposal, the Detailed Phase Proposal shall govern.

(h) Developer shall maintain at the Site during construction in good order one record copy of the Construction Documents, Change Orders, Change Directives, and any other related documents, marked currently to record changes made during construction. During construction, the District shall have the right to review all Construction Documents, Change Orders, Change Directives, and other related documents during regular business hours, provided that the District does not unreasonably interfere with performance of the Work. Upon completion of the design and construction of the Work, Developer shall deliver to the District the following:

- (i) a complete set of as-builts and record drawings for the Project;
- (ii) all written specifications, as amended;

(iii) complete copies of all operations and maintenance manuals for all major equipment installed; and

(iv) all warranties required pursuant to this Comprehensive Agreement and all warranties required by the Design-Build Contract.

(i) No material deletion of the Project Scope of Work that is reflected in the Scope Documents shall be effective unless the District specifically agrees in writing to such deletion.

(j) Developer shall maximize the design and construction quality within the budget parameters.

(k) Developer shall secure the District's approval of the design professionals, which approval shall not be unreasonably withheld, delayed or conditioned.

(l) Any value engineering must be approved in writing by the District.

**11. Construction Services.**

(a) Construction services to be provided by Developer shall be performed pursuant to the Design-Build Contract, which shall be entered into no later than fourteen (14) days after execution of this Comprehensive Agreement. If Developer enters into a contract with a Contractor for pre-construction or construction services, such contract with the Contractor shall (i) not limit Contractor's liability; (ii) require insurance coverages consistent with Section 15 of this Agreement; (iii) require indemnification consistent with Section 19 of this Agreement for acts or omissions of the Contractor or anyone providing any of the Work through Contractor; (iv) not materially deviate from the Design-Build Contract and its exhibits; and (v) incorporate all obligations of the Contractor contained in this Agreement and the Design-Build Contract.

(b) Compensation to Developer and subcontracting shall be as follows:

(1) Developer shall be paid for Work actually performed in accordance with the agreed schedule of values as set forth in Exhibit C, including Developer's fee and overhead, subject to retainage and in accordance with this Agreement and the Design-Build Contract, such that total payments to Developer by the District under this Agreement equal the Contract Sum as set forth in Exhibit C, subject to adjustments as permitted under this Agreement and the Design-Build Contract.

(2) Developer (or Contractor, if applicable) shall use reasonable efforts to obtain subcontracts, equipment, and materials using competitive bid processes wherever practicable in accordance with the PPEA with preference given to local contractors. Developer's procurement of the Work shall be pursuant to the terms of the Design-Build Contract. Developer shall provide and cause Contractor to provide any documents or information Owner reasonably requests relating to Developer's and Contractor's obligations under this paragraph. Developer (or Contractor, if applicable) may self-perform approximately 10% of the cost of construction provided the Private Entity's price for the work can be demonstrated to be lower than competitive bids from trade contractors.

(c) If the parties are unable to agree as to the reasonable cost of a design Change, the District may direct in writing that a Change nonetheless be made, with the price adjustment to the Contract Sum for such Change to be determined pursuant to this Agreement, the Design-Build Contract, and the following rules. For Changes and portions thereof involving design services, the Architect and its consultants shall be compensated for time expended by design professionals at reasonable hourly rates not to exceed those at Exhibit C, hereto. For Changes to the Work involving construction or sitework, besides reasonable direct subcontractor

costs and reasonable direct costs of labor, materials, and equipment, an amount of (i) 5% of Contractor's and 10% of the first-tier of the subcontractor's (other than Architect's) direct costs, will be allowed to compensate for overhead and profit, and (ii) the Architect's 1.1 multiplier on fees of its consultants and reimbursable costs. No mark ups will be allowed for Developer. The Contract Sum, as adjusted in accordance with this Agreement and the Design-Build Contract, constitutes all amounts due Developer for its services provided pursuant to this Agreement, including without limitation, development services, design services, Site preparation and construction, subject to (i) payment for Change Orders approved by the District in writing and for comparable Changes directed by the District in writing pursuant to this paragraph, (ii) any additional costs for Owner delay or time extension payable under Section 11(e), and (iii) any additional costs associated with Developer's purchase, construction, or installation of any of the District's FF&E as defined in the Scope Documents.

(e) (1) The District shall have no liability to pay any amounts to Developer, or to increase the Contract Sum, due to any delay Developer, or anyone providing services through Developer, experiences in the progress of the Work except (i) to the extent such delay was caused by, or precipitated by, a breach under any of the Contract Documents on the part of the District or its authorized representatives and was not the fault of the Developer or anyone providing services through the Developer, including, without limitation, the Architect, Engineer, Contractor (if any), or any subcontractor or supplier; (ii) the delay was to the critical path of Project activities on the Project Schedule; (iii) the delay was unreasonable; (iv) the delay was not reasonably avoidable or could not reasonably be mitigated by Developer; and (v) all requirements of this Agreement and the Design-Build Contract for making a claim, have been met. Any amounts payable to Developer due to any delay shall be limited to the categories of

costs specified in Section 11(e)(2) and shall only be for days of delay meeting all the criteria of the preceding sentence.

(2) When a delay or time extension is compensable by the District under the terms of this Agreement, additional direct costs payable to the Developer shall include the reasonable costs of the additional time, which includes extended on site management costs, extended cost for labor, materials and equipment on site, additional charges related to payment and performance bonds and extended costs for utilities on site, but only to the extent that these costs could not reasonably be mitigated, but such additional costs shall not include lost profit or home office overhead and the Developer must demonstrate the direct and adverse impact on the Critical Path Schedule to the reasonable satisfaction of the District. These restrictions on additional costs recoverable for delay or time extension apply to this Agreement and the Design-Build Contract. Except as expressly allowed by subparagraph 11(e) of this Agreement, Developer shall not be entitled to any damages for delay or extended duration of the Project regardless of cause.

(f) (1) If Developer is delayed in the performance of the Work due to conditions, events or circumstances beyond its control, such as Change in the Work, differing site conditions, hazardous conditions, wars or terrorism or other acts of a public enemy (or threats thereof), floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, “unusual weather” within the meaning of subparagraph (f)(2), or other acts of nature, then time of performance of the Work shall be equitably adjusted and Developer shall be excused from delays to the Work and the Project due to such conditions, events or circumstances to the extent the Developer can demonstrate the direct and adverse impact on the Critical Path Schedule. Additional days to perform the Work represent the only relief due to the Developer for these

circumstances, no additional compensation being payable by the District. The District shall own any float in the CPM schedule.

(2) Developer shall be entitled to an extension in the time to achieve, Substantial Completion or Final Completion under the following circumstances: (i) the delay is not the fault of Developer or anyone providing services through Developer, including without limitation, the Architect, Contractor, or any subcontractor or supplier; (ii) the delay could not reasonably be avoided by Developer, the Contractor or the Architect; (iii) the delay is to an activity on the critical path of the Project Schedule and the Developer can demonstrate the direct and adverse impact on the CPM schedule to the reasonable satisfaction of the Owner and (iv) Developer has met all the requirements of this Agreement and the Design-Build Contract for making a claim. Additional days to perform the Work represent the only relief due to the Developer for these circumstances, no additional compensation being payable by the District.

(g) All the warranties indicated in the proposals submitted by Developer and the warranties indicated in the Design-Build Contract shall apply to the Project, it being the parties' intent that these warranties are cumulative and are to be construed to give the District the maximum protection consistent with their terms. Developer shall cause warranty rights obtained by it from third parties under this Agreement and under the Design-Build Contract to be assigned to the District. All warranties shall commence at Final Completion.

(h) Developer shall submit to the District the Developer's staffing plan for the construction of the Project, together with the names, qualifications, and years of service of project team members. No changes to such project staff, including but not limited to key personnel and management, shall be made without the written approval of the District, which approval shall not be unreasonably, or unless the District directs their removal from the Project:



(except for changes which are outside the control of Developer, such as a person leaving its employ). The following persons are designated key personnel for construction:

- (1) Senior Project Manager – Marcus Wilcox  
Assistant Project Manager – Billy Taylor
- (2) Project Superintendent: Robert McGill

Any District-authorized replacement of key personnel shall be with personnel of equal ability and experience who are reasonably acceptable to the District.

(i) The District reserves the right to coordinate certain work in connection with its providing the District FF&E for the Project. Developer will provide in its design and construction of the Project for conduit, rough-in, mechanical and electrical and other features to accommodate any of the District FF&E, and District and Developer will cooperate and coordinate reasonably and with the District’s contractors to ensure that Developer’s design and construction accommodate the District FF&E. Nothing herein is intended to prevent the District from reserving to itself the right to install the District FF&E under its own direction and at its own expense. If the District’s furnished items are damaged as a result of the negligence or willful misconduct of Developer or anyone providing any of the work through Developer, Developer shall repair or replace them. If Developer is directed to purchase, construct, or install any of the District FF&E, the Contract Sum shall be adjusted, and Developer shall be liable for any loss or damage to them until Substantial Completion and change over of insurance.

(j) The District retains the right to retain and pay for a “Clerk of the Works” or Project Manager as well as construction materials testing and special inspections firm and/or commissioning agent and consultants to inspect from time to time the progress of the construction Work in order to perform a quality control function on behalf of the District. The

costs or fees for the District's use of a Clerk of the Works and consultants shall be at the District's sole expense; provided, however, Developer shall provide space, furniture, utilities and a telecommunications line for their use at the Site as part of the Contract Sum.

(k) The Developer agrees that all sitework shall be based upon the Site being "unclassified," with all costs associated therewith included in the Contract Sum. Developer shall not be entitled to any adjustment to the Contract Sum or schedule based upon site conditions and/or site conditions being different from those assumed by Developer and/or those typical in the area.

(l) Except as otherwise indicated herein, to the extent of any inconsistency between a provision contained in the Design-Build Contract and a provision of this Agreement, the provision contained in this Agreement shall prevail.

(m) Developer shall ensure that it does not have, and that no one providing services through it, including without limitation, the Architect, Engineer, the Contractor (if any), and any subcontractor, sub-subcontractor, supplier, or vendor, will have any person on the Site who is reasonably objectionable to Owner. Because the Site is adjacent to an existing elementary school, Developer shall ensure, with respect to its performance under this Agreement or the Design-Build Contract, (i) that no persons furnishing services for the Project are registered sex offenders, (ii) that all persons furnishing services treat students, faculty, and school officials and employees with courtesy and respect, and (iii) that all persons furnishing services avoid contact with students except when necessary for safety or as authorized by the District's Superintendent. Replacement of any personnel deemed objectionable by Owner shall be at no increase in the Contract Sum.

(n) Developer shall provide state of the art video surveillance systems which shall be included in the FF&E budget.

(o) Developer shall secure program validation and design validation from the District and its consultants.

(p) Developer shall secure written approval of its design team by the District.

(q) Developer shall secure written approval of its design including preliminary, intermittent milestones and final approval by the District.

(r) Developer shall design the New School within the established budget.

(s) Commissioning of the New School shall be coordinated with the District and subject to the District's approval.

(t) Developer shall provide for the highest possible aesthetic quality, durability and sustainability within budget parameters.

(u) The District shall be named as a third party beneficiary of the Agreements with the Architect, Engineer and Contractor.

**12. Projected Payments to Developer.**

(a) In connection with this Agreement, at the District's request, Developer will provide a schedule of payments or "draw schedule" to assist the District in determining financing needs. Each party shall notify the other of changes in these projections in sufficient time so that the District can adjust financing to meet increases in requirements without incurring unnecessary additional financing costs.

(b) District may retain five percent (5%) of the payment pursuant to each application for payment by Developer; provided, however, upon Substantial Completion of the Work all retainage shall be paid by District, but the District may withhold an amount which is

200% of the cost reasonably estimated by Owner to complete or correct punch list items.

Additional provisions related to retainage are as set forth in the Design-Build Contract.

**13. Liquidated Damages For Delay and Substantial Completion.**

(a) Owner shall be entitled to assess, withhold, and collect liquidated damages from Developer as follows:

(1) If the date established in the Project Schedule (as may be amended pursuant to the terms of this Agreement or the Design-Build Contract) for Substantial Completion of the Work for the Project is not met, Developer shall pay to the District, liquidated damages for such delay until Substantial Completion is achieved. The liquidated damages shall be \$2,000 per day for each day delayed past the Substantial Completion date established in the schedule approved by the District up to \$200,000, or such reduced amount as the District may agree, at its sole discretion, is commensurate with its damages caused by the Project's not being delivered on time. Should the Substantial Completion Date change, the new date will be guaranteed to be at least 30 days prior to August 1<sup>st</sup> of that given year in order for the Division to plan its move accordingly. The Developer shall notify the District no later than thirty (30) days prior to the approved date of Substantial Completion if the Substantial Completion date will not be achieved.

(2) Developer agrees that the liquidated damages under this are reasonable and not a penalty and hereby waives any right to claim otherwise. Developer hereby waives any defense to the imposition of liquidated damages and it agrees it will not challenge liquidated damages imposed. The District shall be permitted, but shall not be obligated, to withhold liquidated damages from any payments due Developer.

(b) For purposes of this Agreement and the Design-Build Contract, “Substantial Completion,” or “substantial completion” with respect to the Work or to each part of the Work means the date determined by inspection and mutual agreement of the District and the Developer when the Work is sufficiently complete so that the District can fully occupy or utilize the Work, for its intended purpose, with the Project’s parts and systems reasonably and customarily needed to operate a school in Bristol operable as required by this Agreement and the Design-Build Contract, when a temporary or permanent certificate of occupancy has been issued, and when all the following requirements of this subparagraph have been met:

(1) The Developer shall test the domestic water supply system to the Project for the presence of lead and copper action levels in the system prior to connection to the building. Assuming that the water supply is in compliance, the Developer shall be responsible for providing an interior water system that also meets the requirements set forth in the Environmental Protection Agency’s “Lead and Copper Rule”, December 7, 1991, as adopted by the Virginia Department of Health. After the building is connected, cleaned and flushed, the domestic water shall be tested for the presence of lead and copper action levels at Developer’s expense. Samples shall be taken in the kitchen and at water coolers, drinking fountains, sinks, and bubblers. All outlets in the building used for drinking water or food preparation shall not exceed the 15 ppb for lead and the 1.3 ppm for copper action levels as set forth by the above standard. If excessive lead and copper action levels are detected, the Developer shall isolate portions of the piping system to determine the source, correct the problem, and retest at the Developer’s expense. The Developer shall continue testing, retesting and corrective measures until the system does not have lead or copper contamination in excess of the action levels stated above. All retesting and corrections shall be done at the Developer’s expense.

(2) Before the Developer requests inspection by the District for determining the date of Substantial Completion, Developer shall take all actions required for Substantial Completion by the Design-Build Contract and the following actions below:

- a. Prepare a list of items to be completed and corrected (punch list), the value of items on the punch list, and a description of why the Work is required for completion. Substantial Completion shall be for entire scope of Work (for example, both building and site Work) unless the District agrees to an alternative arrangement.
- b. Advise the District of all pending insurance changeover requirements.
- c. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar agreements.
- d. Obtain and submit releases permitting the District use of the Work and access to services and utilities, including occupancy permits, operating certificates, and similar releases.
- e. Make final changeover of permanent locks, and deliver keys to the District. Advise the District of the changeover in security provisions.
- f. Complete startup of systems. Demonstrate that the automatic temperature control system is in control of all equipment as indicated and that HVAC and water systems have been tested and balanced.
- g. Remove temporary facilities from the Project Site, along with mockups, construction tools, and similar items.
- h. Advise the District of changeover in heat and other utilities.

- i. Submit changeover information related to the District's occupancy, use, operation, and maintenance.
- j. Complete final cleaning requirements, including touchup painting.
- k. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

(3) Developer shall submit to the District a written request for inspection for Substantial Completion of the Work. Within five (5) Business Days of receipt of this request, the District will either proceed with inspection or notify the Developer of unfulfilled requirements. The District will prepare a Certificate of Substantial Completion after inspection or will notify the Developer of items either on the Developer's list or additional items identified by the District that must be completed or corrected before the certificate will be issued.

a. The Developer will request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

b. The results of completed inspections will form the basis of requirements for Final Completion.

(4) If a request for inspection for Substantial Completion of the Work results in issuance of a certificate of Substantial Completion, then the date of Substantial Completion of the Work will be deemed to be the date of the request.

(c) In no event shall the District's failure to install or provide any of the District FF&E for which it is responsible for be a basis for the denial of Substantial Completion to the Developer.

(d) Upon achievement of Substantial Completion, the District shall assume responsibility for the new school facilities, including but not limited to utilities and security.

(e) The District and the Developer may agree that the Work may be determined to be substantially complete when the New School can be occupied and utilized for administration and education, as long as all other components of the Project are completed within 45 days.

**14. Payment Bonds, Performance Bond and Other Security.**

(a) Within 15 Business Days following execution of this Agreement, Developer shall cause to be furnished separate performance and payment bonds to the District in the amount of one hundred percent (100%) of the cost of construction for the Project, naming the District and Developer as co-obligees (with those to be protected under the payment bond as intended third-party beneficiaries), provided that the bonds or a rider to them shall clearly state that no default by the Developer/Design-Builder shall excuse the surety and/or Design-Builder from any obligations the surety has to the District under the bonds and that the bonds are in a form acceptable to the District. The bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to the District, and duly authorized to do business in the Commonwealth of Virginia, and executed in a form acceptable to the District. If a surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in the Commonwealth of Virginia, Developer shall promptly cause the replacement of the bond or cause equivalent security acceptable to the District to be furnished at no increase to the Contract Sum. These bonds shall remain in effect until one (1) year after the date when final payment is made, except as provided otherwise by Laws or Regulations or by the Contract Documents. Developer, by itself or through its Contractor, shall also furnish such other bonds as are required by the Contract Documents.



(b) Developer shall also furnish or cause to be furnished, any cash escrow, funds, cashiers checks, certified checks, or letters of credit required for the City's issuance of any earth disturbing permits and any bonds or security required by VDOT or any other governmental authority, in relation to the Project.

**15. Insurance.**

(a) Developer shall maintain or cause to be maintained until Final Completion of the Work (as defined in the Design-Build Contract) for the Project the insurance set forth below (provided however that Developer shall have no responsibility to insure any portion of the Work following Substantial Completion of the Work (as defined herein) except for liability insurance if Developer is still performing Work). However, should a disagreement exist between the District and Developer as to whether Substantial Completion of the Work has been achieved, then Developer shall continue to maintain or cause to be maintained insurance on the Project until the dispute is resolved, unless the District agrees otherwise. Developer shall also be responsible for administering the filing and settling of claims and liaison with insurance adjusters. Developer shall send a copy of all policies and endorsements to the District.

(b) Developer shall maintain, and shall cause the Architect and Contractor to maintain, worker's compensation insurance, commercial general liability insurance (on an occurrence basis), automobile liability insurance and umbrella/excess liability insurance with A-rated companies reasonably satisfactory to the District; provided, however, that any policies of such insurance, copies of which are delivered to the District, shall be deemed satisfactory unless the District objects in writing to the Developer within 30 days of their receipt and specifies the basis for such objection. The commercial general liability policy shall be for a minimum of \$1,000,000 each occurrence/\$2,000,000 general aggregate, and shall provide coverage, at a

minimum, for (i) broad form contractual liability; (ii) products liability and completed operations; and (iii) broad form property damage coverage. The automobile liability policy shall be written for a combined single limit for bodily injury and property damage of not less than \$1,000,000. The umbrella/excess liability policy shall be for a minimum single limit of \$2,000,000 for supplementing the commercial general liability policy, employer's liability policy and automobile liability policy. In the case of worker's compensation coverage, insurance shall be in the amount statutorily required. The commercial general liability, automobile liability and umbrella/excess liability insurance policies shall name the District as additional insureds. Developer shall also cause Contractor to procure and maintain a builder's risk insurance policy on an "all risk" 100% replacement cost basis. The District agrees that policies reflecting the minimum coverage limits shown on the certificates of insurance provided in the Detailed-Phase Proposal for Developer, Architect and Contractor shall be acceptable to the District. The Developer agrees to provide certificates of insurance updating coverage information for the Developer, Architect and Contractor following any policy renewals or changes throughout the term of this Agreement, as well as copies of the applicable policies and endorsements.

**16. Architect and Other Professionals.** Developer shall cause the Architect, engineers and other design professionals who are consultants of Developer or Architect for the Project to comply with the following:

(a) The Architect shall carry professional liability insurance, on a claims-made basis, in an amount not less than \$2,000,000 per claim and aggregate, and such other professionals shall carry professional liability insurance in lesser amounts reasonably acceptable to Developer and to the District. Such policies shall be on a claims-made basis kept in force for no less than five years after the Final Completion of the Project. Developer shall cause all such

design professionals to agree to indemnify and hold harmless the District from claims, losses or damages, to the extent caused by (i) the negligent errors or omissions in such professionals' respective services resulting from the Work or (ii) claims of patent infringement, copyright infringement, or similar claims arising from such professionals respective services for the Project. Developer shall furnish the District with copies of Architect's professional liability insurance policy. The District may withhold any payments until the policy has been furnished;

(b) Developer shall deliver to the District copies, including reproducible copies, of the Plans and other related documents reasonably necessary for Owner's information and reference in connection with the District's use and occupancy of the Project. Further, the Plans and other related documents may be used by the District, in whole or in part, or in modified form, for completion, additions to, and maintenance of the Project by others, without further employment of, or payment of any additional compensation to, Architect, engineers and other design professionals, in which event the District shall release Architect and such design professionals from any responsibility and liability arising out of such use by the District or others of the Plans. In the event of the termination of this Agreement for any reason, Developer shall immediately deliver to the District a full set of copies of the Plans and other related documents then in the possession or control of Developer, the Architect, and such other professionals retained by Developer, Architect, and/or Contractor; and the District may, upon fulfilling its obligation herein, use such Plans for completion of the Project, and the District shall release Developer, the Architect, and such design professionals from responsibility and liability arising out of the failure of the completed Work to conform to the Plans and from any responsibility and liability arising out of such use by the District or others of the Plans.

(c) The Plans are instruments of service and shall remain the property of Architect, who retains the copyright and all other interests in the Plans. The District is granted a limited license to use the Plans for the Project. Except as otherwise provided in this Agreement or in the Design-Build Contract for the Work, no Plans shall be used with Developer's or Architect's title block, logo, seals or company name without the written consent of Developer or Architect, as applicable, which consent shall not be unreasonably withheld, delayed or conditioned.

(d) Developer shall incorporate the requirements of this paragraph 16 into its contract with its Architect and other design professionals and shall ensure that they incorporate these same requirements into their subcontracts with other design professionals so that the District is able to enjoy the full benefits of this paragraph 16.

(e) All Professional Services contracts shall include a Standard of Care consistent with the highest and best standard of quality, care, attention and judgment in the construction industry for Contractor, subcontractors and Engineers; and for Architects, that the Work is consistent with its best Work.

**17. Representations and Warranties of Developer and District.**

(a) Developer represents and warrants that it has legal authority to enter into this Agreement and perform all of its obligations herein (with the understanding that necessary state construction and design licenses shall be held by the Contractor (if any), the Architect, and their subcontractors and sub-consultants, as applicable, at the time services are rendered) and that the execution of this Agreement by it has been duly and properly authorized. Developer shall provide the District with certified copies of any documents that the District requests to evidence such authorization.

(b) The District represents that it has legal authority to enter into this Agreement upon approval by the Bristol City Council and to perform all its obligations hereunder and that execution of this Agreement has been duly and properly authorized by the School Board of the City of Bristol, Virginia.

**18. Termination of Agreement and Other Remedies For Default.**

(a) Termination by District for Cause.

(1) If Developer defaults or fails or neglects to carry out its Work in accordance with this Agreement, the District may give written notice that the District intends to terminate this Agreement, which notice shall contain a reasonably detailed explanation of the reasons for the proposed termination. Developer shall correct the defaults, failure or neglect within forty-five (45) days after being given such notice; provided, however, if (i) the nature of such defaults, failure or neglect is such that they are not reasonably capable of being corrected within such forty-five (45) day period and (ii) Developer notifies the District of a reasonable alternative period reasonably acceptable to the District within fifteen (15) days of receipt of such notice, Developer shall be allowed such reasonable alternative period to correct the defaults, failure or neglect so long as Developer promptly commences and diligently pursues such corrections to completion and without adversely impacting its ability to meet the Substantial Completion date. If Developer fails to make such corrections within the forty-five (45) day period or fails to commence and diligently pursue to completion such corrections within the alternative period, then the District may, at its sole discretion and without prejudice to any other remedy, upon written notice to Developer, which shall also be deemed notice to its Contractor and Architect, with a copy of such notice given to the surety on any bonds, immediately terminate the employment of Developer, and the District may, in its sole discretion, also take

possession of the Project Site, and, if the District so chooses, finish construction of the Project by whatever method the District may deem expedient. Upon termination under this subparagraph (1), (i) those contracts and/or such contracts for the design including the intellectual property associated therewith and/or construction of the Project designated by the District shall, at the District's option, be assigned to the District for the District to use at the District's option to complete the Work, and, (ii) Developer will promptly provide the District all Plans and related documents for the Project that have been done to date, regardless of whether they are complete. The Developer shall cause to be included in its contracts and in the subcontracts of those with whom it and its subcontractors contract provisions that ensure smooth continuity of services and the automatic assignment of contracts to the District, at the District's option, to carry out this paragraph's requirements in the event of such termination, and Developer shall use diligent efforts to ensure that the termination occurs such that design and construction of the Project may continue smoothly without interruption if a termination occurs before Final Completion of the Work for the Project.

(2) The District may terminate this Agreement for material breach without any need for providing Developer with notice and an opportunity to cure (i) for commission by Developer, its Architect, or its Contractor of actual fraud or a crime that is a felony, provided that such fraud or crime is related to the Project or impacts the Developer's ability to perform this Agreement, or (ii) if Developer or its Contractor declare bankruptcy or is involuntarily placed into bankruptcy. If the District terminates this Agreement pursuant to this subparagraph (2), Developer's contracts with Contractor and Architect, or either of them may, at the District's option, upon written notice, be automatically assigned to the District, including any intellectual property rights associated therewith.

(3) The District shall terminate this Agreement for material breach without any need for providing Developer with notice and an opportunity to cure (i) if the total annual cost of the debt service on the Bonds exceeds \$1,300,000, without prior authorization by the Bristol City Council, or (ii) the debt service on the Bonds exceeds thirty (30) years. If the District terminates this Agreement pursuant to this subparagraph (3) Developer's contracts with Contractor and Architect, or either of them may, at the District's option, upon written notice, be automatically assigned to the District, including any intellectual property rights associated therewith. This Agreement shall be terminated if the City's Bond Counsel determines that the debt is unconstitutional. Additionally, the City's Financial Advisors shall explore additional financing options, and if it determines that there is an alternative financing that is in the City's best interest, the Parties agree to cooperate with each other and the City to implement such financing, and in such event, the Financing Plan shall be subject to approval by the City and its Bond Counsel. Further, prior to commencement of construction, the City must approve the Financing Plan.

(4) If not sooner terminated pursuant to subparagraphs (1), (2) or (3) above, or by mutual agreement, the Agreement shall terminate when all terms and conditions of the Design-Build Contract have been satisfied and all of Developer's and District's obligations under this Agreement have been fulfilled, to the reasonable satisfaction of the District.

(5) Notwithstanding the foregoing, the District or Developer may terminate the Design-Build Contract according to its terms.

(b) Right to Correction or Completion of Defective Or Incomplete Work By the District.

(1) If Developer fails to provide any Work in accordance with the Contract Documents and Developer, after fifteen (15) days from receipt of written notice from

the District, has not remedied the failure, then the District may, in its sole discretion, correct or complete, or have the others correct or complete, the Work that Developer has failed to remedy, and Developer shall be liable to the District for all costs and expenses incurred by the District, including without limitation, for costs and expenses for design consultants and attorneys; provided, however, if the nature of the failure is not reasonably capable of being corrected within such thirty (30) day period and Developer notifies the District of a reasonable alternative period, Developer shall be allowed such reasonable alternative period so long as Developer promptly pursues such correction to completion. Nothing in this subparagraph shall relieve Developer from its obligations to provide all Work in accordance with the Contract Documents. Developer shall have the same obligations to insure and safeguard Work done by the District or others pursuant to this subparagraph as it has toward any other portion of the Work.

(c) Abandonment of Project.

The Parties agree that if the District unilaterally abandons the Project following approval of this Agreement by the City and the District, that the District shall pay the Developer up to \$250,000 as reimbursement for the Drawings and Specifications and in such event, the Developer shall assign or caused to be assigned the Intellectual Property Rights associated with such Drawings and Specifications, including but not limited to all applicable copyrights.

**19. Indemnification.**

(a) Developer shall indemnify and hold the District harmless, to the extent permitted by law, from any and all third-party claims or causes of action for loss, liability, damage (direct, indirect and/or special) or expense, including reasonable attorney's fees and disbursements, directly arising out of (i) bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) in connection with the performance of the Work by



Developer under this Agreement to the extent caused by the negligent acts or omissions of the Developer or anyone providing any of the Work through Developer under this Agreement; (ii) any mechanics', construction, or other liens arising as a result of the Work; (iii) any claim of patent infringement, copyright infringement, or violation of any other intellectual property right relating to the Work except to the extent such claim relates solely to a particular process or product directed by the District that was not offered or recommended by Developer or that such claim arises solely from modifications to the Work by the District after its acceptance; or (iv) any failure of the Project to comply with any applicable Codes and Standards, except to the extent directed or agreed in writing by the District or City. Such obligation by Developer to indemnify and hold the District harmless shall not apply to any loss, liability, damage or expense, including attorneys' fees, to the extent proximately caused by the sole negligence or misconduct by the District or any officer, employee, agent, representative or separate contractor of the District.

(b) Developer's obligations to indemnify the District and hold it harmless under this Paragraph 17 do not supersede any obligations by Developer or anyone else under the Design-Build Contract or elsewhere in this Agreement to indemnify the District and hold it harmless, any such indemnification obligations being intended to be cumulative.

**20. Resolution of Disputes, Claims and Other Matters.** Claims, as hereinafter defined, and other disputes between the parties arising under or relating to this Agreement shall only be resolved as follows:

(a) The Developer shall give the District written notice in accordance with Section 11 of this Agreement of any Claim for any additional compensation, damages, or delay within thirty (30) days of the later of the beginning of the occurrence of the event leading to the Claim being made or when Developer first knows or reasonably should have known of the

Claim, and shall submit the actual Claim and any supporting data reasonably available within thirty (30) days after the occurrence giving rise to the Claim ends. The written notice shall be a document addressed to the District that reasonably communicates Developer's intention to make a Claim and the occurrence involved and shall be transmitted in a manner to ensure prompt receipt by the District. The "occurrence" means the condition encountered in the field giving rise to the Claim and not a later dispute about payment for that condition. Claims of time impacts will be resolved as they occur, and no claims of cumulative impacts or deferral of claimed time impacts will be allowed. Complete satisfaction of this subsection 20(a) is a prerequisite for Developer to pursue a Claim arising under or relating to this Agreement; provided, however, that the District may, acting in good faith, in its reasonable discretion, excuse this prerequisite for good cause shown. Failure by Developer to satisfy this subsection 20(a) shall constitute a waiver by Developer of the Claim for which such failure occurs except when excused for good cause shown. The District shall respond to any Claim within 60 days of Developer's submission of the Claim and supporting data.

(b) The parties shall first endeavor to resolve any Claims or other disputes between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation conducted pursuant to the Rules of the American Arbitration Association, with the site of the mediation being Bristol, Virginia. Should the Claim or dispute remain unresolved for the shorter of (i) following negotiation and mediation, or (ii) more than 90 days after mediation is requested by a party, either party may proceed in accordance with Section 20(c) below; provided, however, that mediation of a Claim valued at less than \$50,000 shall be deferred until Substantial Completion has been achieved or until there are multiple Claims awaiting mediation that in the aggregate total at least \$50,000, or the parties agree to proceed to mediate such a small value

Claim. However, nothing in this Section 20(b) excuses the Developer from compliance with all the provisions of Section 20.

Either party may, within thirty (30) days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. The McCammon Group shall serve as the mediator.

(c) If the procedures of Section 20 have been followed, but, more than 90 days have passed since a party has invoked mediation, and the Claim or dispute remains unresolved, then either party may institute an action in the Circuit Court of the City of Bristol, Virginia, or if the subject or amount in controversy is within its jurisdiction, the General District Court of the City of Bristol, Virginia, and may thereafter pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.

(d) Nothing in Section 20(b) and 20(c) shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the City of Bristol if circumstances so warrant.

(e) In the event of any Claim arising, Developer shall continue its performance diligently during its pendency as if no Claim had arisen. During the pendency of any Claim or other dispute in connection with payment, Developer shall be entitled to receive payments for non-disputed items, which District hereby agrees to make.

(f) The provisions of this Agreement supersede any right at common law by Developer for a claim of material breach or for rescission of the Agreement.

(g) For purposes of this Section 20, “Claim” means a demand or assertion by the Developer, seeking, payment of money, or other relief arising from or relating to the Agreement or any other Contract Document, any of its respective terms or conditions, or any of the Work.

**21. Additional Guaranty And Assurance Of Performance Due To Developer Being An LLC.**

(a) The parties recognize that the District’s selection of Developer for entry into this Agreement has been premised on the capabilities and resources of various members of Developer’s team proposed for the procurement leading to this Agreement, including Contractor, who is not a party to this Agreement and who is not in privity of contract with the District under this Agreement. The District thus has premised entry into this Agreement upon receipt of adequate guaranties directly from Developer and Developer’s Contractor of performance of obligations under this Agreement.

(b) As a condition of entry into this Agreement, should the Developer establish an LLC to undertake, with the District’s written approval, any of the requirement of this Agreement, Developer shall furnish a guaranty executed in the form of **Exhibit G** by Developer and Contractor.

(c) Failure by Developer to provide the District the guaranty required in the form of **Exhibit G** shall render the District’s obligations under this Agreement null and void.

**22. Equal Opportunity Employment.**

(a) During the performance of this Agreement, the Developer agrees as follows:

(i) The Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex,

national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the Developer. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (ii) The Developer, in all solicitations or advertisements for employees placed by or on behalf of the Developer, shall state that Developer is an equal opportunity employer.
- (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the notice, advertisement, and solicitation requirements of this paragraph.

(b) The Developer shall cause to be included the provisions of the foregoing paragraphs (a)(i), (a)(ii), and (a)(iii) (substituting the subcontractor or vendor for Developer as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**23. Drug-Free Workplace; Compliance with Immigration Laws.**

(a) During the performance of this Agreement, the Developer agrees to (i) provide a drug-free workplace for the Developer's employees; (ii) 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 the Developer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Developer that the Developer maintains a drug-free workplace; and (iv) cause to be included the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Developer as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b) For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Agreement by Developer where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

(c) The Developer 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.

**24. Records Inspection and Copying.** Developer agrees that the District and its authorized representative may, at District's option and expense, at reasonable times during business hours and upon reasonable prior notice, inspect and copy all records relating to the Project to the extent necessary to confirm compliance with the terms of the Agreement, until three (3) years after the earlier of final payment to Developer or termination of this Agreement. The Developer agrees to provide District adequate and appropriate work space at the Developer's facilities in order to conduct such examinations.

The District and its representatives shall use their best efforts to protect the confidentiality of (i) proprietary information from the records it inspects, (ii) trade secrets, and (iii) information exempt or protected from disclosure pursuant to applicable law.

**25. Notices.**

(a) All notices and demands required under Sections 5, 16, 18 and 30 of this Agreement shall be given in writing and sent by facsimile (with receipt confirmed) to the facsimile number below with confirmation at the telephone number below and a copy of the notice sent by United States first-class mail, postage prepaid, or by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the District:

Dr. Keith Perrigan  
Superintendent  
Bristol Virginia Public Schools  
220 Lee Street  
Bristol, VA 24201  
Phone 276-821-5600  
Fax 276-821-5601

With a copy to:

George Keith Martin, Esquire  
McGuireWoods LLP  
800 East Canal Street  
Richmond, VA 23219-3916  
Telephone: 804-775-1052  
Facsimile: 804-698-2105

To Developer: J. A. Street & Associates  
c/o Jim Street  
245 Birch Street  
Blountville, TN 37617  
Telephone: 423-323-8017  
Facsimile: 423-323-1065

To the City: Randall C. Eads  
City Manager  
City of Bristol  
300 Lee Street  
Bristol, VA 24201  
Telephone: 276-645-7333

With a copy to: Randall C. Eads, Esquire  
City Attorney  
City of Bristol  
300 Lee Street  
Bristol, VA 24201  
Telephone: 276-645-7333

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one day after sending if sent by overnight courier or by facsimile (provided that, in the case of a facsimile, confirmation is made by telephone and first-class mail), or three days after sending if sent by certified mail, return receipt requested.

(b) With respect to any other notices required hereunder, including but not limited to those related to design approvals described in Sections 6 and 10 of this Agreement, “notice” shall require written communication (e-mail is acceptable) only between the District and Developer and not the City or any counsel to the City or the Parties.

**26. Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of the parties to this Agreement.



27. **Time of the Essence.** The time periods and dates within which Developer agrees to complete construction of the Project and to achieve Substantial Completion and Final Completion for the Work are of the essence of this Agreement. The Developer shall proceed expeditiously with adequate forces and make diligent efforts to keep the Project on schedule, and the Developer shall achieve for the Project Substantial Completion of the Work and Final Completion of the Work within the completion times specified in this Agreement, the Project Schedule, and the Design-Build Contract. The District shall cooperate reasonably with Developer's efforts to keep the Project on schedule.

28. **Independent Contractor.** It is expressly understood and agreed by the parties hereto that Developer, in performing its obligations under this Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the District.

29. **No Waiver.** The failure of the District or the Developer to insist upon the strict performance of any provisions of this Agreement, the failure of the District or the Developer to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by either party of any act by the other party requiring the first party's consent or approval shall not be construed to waive or render unnecessary the requirement for the first party's consent or approval of any subsequent similar act by the other party. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

30. **Severability.** If any term or provision of this Agreement shall be determined to be invalid or unenforceable in any respect, it shall be replaced with a substantially similar provision to the greatest extent possible and the Agreement shall remain in full force and effect.

31. **Cooperation.** The parties agree to cooperate to achieve the objectives of this Agreement and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder. Each party agrees to designate representatives with the authority to make decisions binding upon such party (subject in the case of the District to those matters requiring an appropriate School Board or City Council vote) so as to not unduly delay the Project Schedule.

32. **Conditional Assignment and Third-Party Beneficiary.** Developer hereby assigns its Agreements with the Contractor, Architect, Engineer and other consultants that relate to the Project to the District or its designee. Which assignment is conditioned on the default of the Developer hereunder. Further, the District and the Lessor under the Master Lease (to be designated) shall be designated as Third-Party Beneficiaries under all Contracts that relate to the Project.

33. **Parties' Representatives.** The parties shall each appoint a representative, who may be either an employee or a specifically authorized contractor or other authorized agent of the party. The name, responsibilities and authority, address and telephone number of the party's representative will be provided to the other party in writing. The party's representative may be removed or replaced at any time without prior notice to the other party, but notification of the change, including the name and address of any successor representative, will be provided promptly to the other party in writing.

34. **No Mechanics Liens.** The Developer shall not allow any Mechanic's Liens to be filed against the Project, and it shall secure partial and final lien waivers from the Contractor and all subcontractors in a form approved by the District.

35. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

36. **Entire Agreement.** This Agreement and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Developer and the District concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon Developer or the District unless reduced to writing and signed by each party. Excerpts of Developer's proposals are incorporated by reference for purposes of providing details concerning the overall intent of the parties. However, no document incorporated by reference is intended to contradict this Agreement or contradict approved Scope Documents or Plans, such Scope Documents or Plans being the parties' expression of their intent concerning the design, finish and equipping of the Project.

37. **Waiver of Claims for Consequential Damages.** The District and Developer waive claims against the other for consequential damages arising out of or relating to this Agreement or the Design-Build Contract. Developer also waives any claims for principal office or home office overhead. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages or payment of any amount due in accordance with this Agreement.

38. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Exclusive and binding jurisdiction and venue for any disputes arising under or relating to this Agreement shall be in a court sitting in the City of Bristol, Virginia. The provisions of this Agreement shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Agreement.

39. **Annual Appropriation.** The financial obligations of the District in this Agreement are subject to appropriation. The District shall use reasonable efforts to secure the annual appropriations necessary to meet its financial obligations under this Agreement and the Design-Build Contract, and shall take all acts reasonably necessary to cause the City to make the annual appropriations to enable the timely availability of funds as contemplated pursuant to Section 9 of this Agreement. If the Bristol City Council fails to appropriate sufficient funds in any fiscal year to pay the lease payments and other amounts when due under the Master Lease the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred under such Master Lease. If a Non-Appropriation Event occurs, then: (a) the School Board shall give the Developer written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event together with written evidence of such failure by the Bristol City Council (but failure to deliver such notice shall not extend the term of the Master Lease; (b) on or before the Termination for Non-Appropriation Date (as hereinafter defined), the School Board shall cease use of the New School covered by the Master Lease; and (c) the Master Lease shall terminate on the Termination for Non-Appropriation Date without penalty or expense to the School Board *provided*, that the School Board shall pay all rent and other amounts payable under the Master Lease for which funds shall have been appropriated, and provided further, that the

School Board shall pay month-to-month rent at the rate set forth in the Master Lease for each month or part thereof that the School Board fail to cease use of the New School covered by the Master Lease. “*Termination for Non-Appropriation Date*” means the last day of the fiscal year for which appropriations were made for the lease payment due under the Master Lease.

40. **Financial Statements.** Developer agrees to provide the District with copies of complete and current financial statements for itself, and the Contractor, on an annual basis, or more frequently if requested by the District. The Developer may designate such financial statements as confidential proprietary information exempt from release under the Virginia Freedom of Information Act, and the District shall use reasonable efforts to maintain the confidentiality of such information.

41. **Off-Balance Lease Arrangement.** The Parties Acknowledge that the School District may provide for financing through an off-balance lease arrangement which will provide for the issuance of bonds to finance the Contract Sum through the issuance of the exempt bonds by a Public Authority (the “Authority”) authorized to issue tax exempt bonds for a Project such as the New School. To facilitate the off-balance sheet transactions, the Parties will be required to execute further documents and the Parties hereby agree to cooperate with each other and the Authority to facilitate and implement the financing required to develop the New School.

42. **Copy of Agreement to Auditor of Public Accounts.** The District shall submit a copy of this Agreement to the Virginia Auditor of Public Accounts within thirty (30) days of its effective date.


43. **Approval by City of Bristol Condition Precedent to Agreement’s Effectiveness.**

This Agreement has been approved by the Bristol City Council.

IN WITNESS WHEREOF, the parties have executed this Comprehensive Agreement as of the day and year first above written.

**“DISTRICT”**

**SCHOOL BOARD OF CITY OF BRISTOL,  
VIRGINIA**

By:   
Its: Superintendent

**“DEVELOPER”**

**J.A. STREET AND ASSOCIATES, Inc.**  
a Virginia corporation

By:   
Its: CEO / FOUNDER

Exhibit A

Attached.

Conceptual Proposal



**Bristol, Virginia New Elementary School**

**PPEA Response**

**Volume I**

April 24, 2018







April 24, 2018

Dr. Keith Perrigan  
Superintendent  
Bristol City Schools  
200 Lee Street  
Bristol, Virginia 24201

Re: PPEA – Design-Build-Finance Bristol, Virginia Elementary School – Conceptual Phase Proposal

Dear Dr. Perrigan:

J. A. Street & Associates, along with Beeson, Lusk & Street and Public Facilities Investment Corporation/Tamkin Development Corporation, appreciates the opportunity to submit the attached PPEA Conceptual Phase Proposal for a new elementary school in Bristol, Virginia. Our team credentials illustrate a broad depth of relevant project experience including design and construction of a multitude of educational projects in the Upper East Tennessee / Southwest Virginia region as well as financing public facilities throughout the country. As you further assess our proposal, you will learn that our team:

1. Is comprised of the industry-leading firms which have an established work history to bring an experienced and cohesive approach to facility realization;
2. Exhibits an extensive resume of projects of comparable application, size and complexity which offers an experienced team to effectively address the project needs and challenges;
3. Offers a broad depth of experience of design-build delivery which can be applied within a fast-track schedule to balance optimal construction costs and project scheduling;
4. Brings valued experience to the project relative to working within a confined project site environment;
5. Has specialized experience in the privatized development and tax-exempt financing of public facilities; and
6. Has established a long-term commitment to serving the area with a strong historical construction presence and valued relationships with local vendors and government officials.

We are fully prepared to immediately advance to the detailed proposal phase of the project and begin work in the community as soon as possible. We sincerely appreciate the opportunity to be of service once again to the City of Bristol and look forward to proving our value as the ideal design-build-finance partner during the next phase of the selection process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Street".

Jim Street  
Founder & CEO  
J. A. Street & Associates

## Executive Summary

J. A. Street & Associates (a Virginia Corporation based in Blountville, Tennessee), Beeson, Lusk & Street (a Tennessee Corporation based in Johnson City, Tennessee) and PFIC have a long history of delivering exceptional projects to clients. J. A. Street & Associates will serve as the construction manager and general contractor as well as the lead contact for the project. Beeson, Lusk & Street will serve as the designer and architect of record for the project. PFIC, a nationwide developer that specializes in the privatized development and tax-exempt leaseback financing of facilities and infrastructure, will provide financing for the project. The local experience and proximity of J. A. Street & Associates and Beeson, Lusk & Street combined with the financial expertise of PFIC provides the Bristol, Virginia School Board with a team that will successfully complete the project.

We understand that this project represents a substantial investment in a time of decreasing financial resources. Like other similar communities faced with a myriad of issues of aged and outdated public buildings, the over-arching project challenge is to design and construct a modern, state-of-the-art facility that achieves optimum value. The building must perform well for decades on a number of levels within a reasonably conservative project budget. We will approach the New Elementary School project with a commitment to deliver a high-quality, modern educational facility to serve the children of Bristol for generations to follow. You can expect dedication, hard work, passion, excellent communication, and attention from the J. A. Street/Beeson, Lusk & Street/PFIC team.

We will use the competitive design/build procurement process to combine the expertise and creativity of designers, general contractors, and sub-contractors utilizing their specific talents to provide the best value for the Board and community. To that end, we will maximize the advantages of the design/build procurement process to its fullest level combining our specific educational facility project expertise (our team has the experience of more than 2500 educational projects to pull from) and a proven effectiveness of our contractor relationships to develop an on-point, and cost-effective Detailed Project Proposal; and more importantly, if selected, we will continue to collaborate with the Owner, the Owner's representatives, and each design/build team member to seek the most appropriate, value-based solution.

J. A. Street & Associates self-performs concrete, steel erection and rough carpentry and maintains full-time employees to complete these functions. For those functions that necessitate the use of subcontractors, we maintain a database of over 3500 vendors in a variety of disciplines. Each of these firms is required to be pre-approved to ensure that the vendors are qualified to meet the requirements of the project design and resource demand. All subcontractors must provide references and have appropriate licensure and proof of workers comp insurance. New subcontractors are interviewed to further ensure adequacy to perform on our job sites. Vendors are required to commit to the project schedule prior to being awarded work and are encouraged to provide feedback on ways to improve the project schedule.

J. A. Street's excellent mod rate (Experience Modification Rate) speaks to the safety and efficiency of our jobsites and our bonding capacity speaks to the excellent financial strength and

capacity of the company. We take great pride in the fact that we've never missed a scheduled opening. We take greater pride in our accomplishments at a recently completed project at Emory & Henry College. The project was scheduled for completion in October 2016. Three months prior to the completion date, the client asked for the project to be completed in September to better facilitate students move-in schedules. Utilizing overtime and accelerated delivery of certain items, we were able to meet the client's request.

We plan to deliver the school for the start of the fall 2020 school session. We would like to start the project one month earlier than the date in the preliminary schedule to minimize the likelihood of a weather-dependent component such as masonry being underway during the coldest months of winter.

We understand the importance of finishing projects on time – particularly one such as a school building. Unlike other projects, where a move day gets postponed, as a school board, you do not have the luxury of postponing the movers. You have hundreds of schedules (students, parents, teachers, etc.), transportation routes/plans, and a myriad of other logistical items that require the schedule be adhered to. We understand and will deliver the building as scheduled.

Our excellent working relationship with local officials, working knowledge of the local regulations and robust established vendor / subcontractor base poises us to advance the project without delay.

More specific project information is contained in Volume II – Proprietary Information.



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## 1. Qualifications and Experience

- a. **Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.**

J. A. Street & Associates, a Virginia Corporation, has been providing Construction Management Services throughout the southeast for over 30 years (incorporated in 1985). Our project partners, Beeson, Lusk & Street and PFIC also, have a long history of delivering exceptional projects to clients. J. A. Street & Associates will serve as the construction manager and general contractor as well as the lead contact for the project. We have experience working on PPEA projects and are working on one in Buchanan County, Virginia now which is being managed by Skanska.

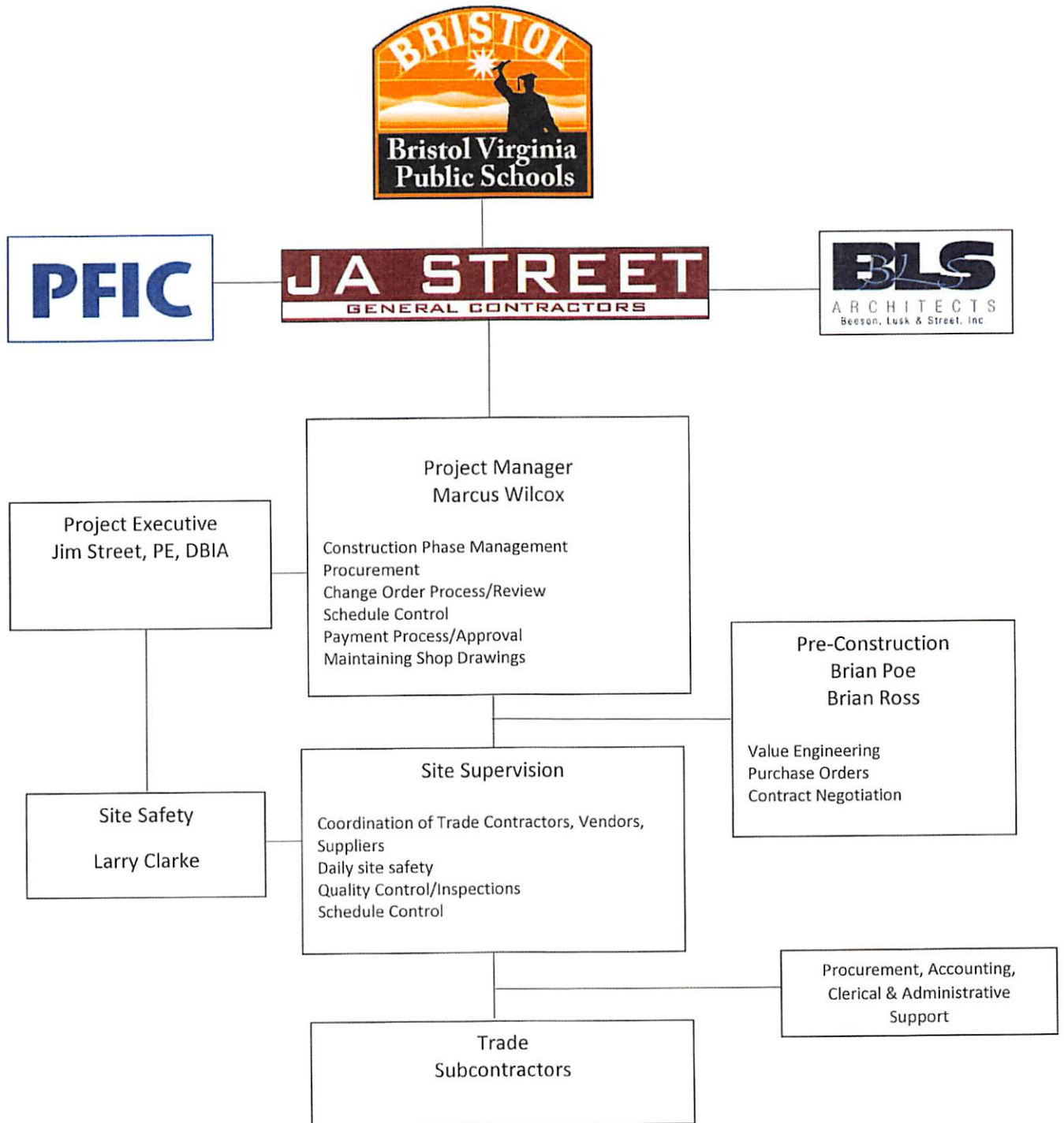
Beeson, Lusk & Street, a Tennessee Corporation, was founded in 1912 and has designed over 5000 projects – over half of those were educationally related. Their history of school design is unsurpassed in the Southwest Virginia and Northeast Tennessee region. Beeson, Lusk & Street will provide design services for the project and serve as the architect of record.

PFIC, a California Corporation, is a nationwide developer that specializes in the privatized development and tax-exempt leaseback financing of facilities and infrastructure for cities, counties and states. Since 1969, PFIC and its parent organization, Tamkin Development Corporation, have completed over 200 public and private projects in 96 cities and 36 states. PFIC will serve the financial needs of the project.

It is our strong belief that clients' needs are best met when the owner, construction manager and design professionals work together from project inception to completion with the common objective being to best serve the owner's interests. This relationship allows the interaction between construction cost, quality and completion schedule to be carefully examined by the team so that a project of maximum value to the owner is realized in the most economical time frame.

We particularly value the ability to have designed and constructed hundreds of buildings in the Tri-Cities, TN/VA region, employed hundreds (either directly or via subcontractors), contributed to the local tax base, worked with local partners to build structures that house new jobs, and made a strong contribution to regional nonprofit agencies. We are committed to the communities where we live, work, and play.

Project Organizational Chart with Lines of Authority Designated



## Management Approach

This project represents a substantial investment in a time of decreasing financial resources. Like other similar communities faced with a myriad of issues of aged and outdated public buildings, the over-arching project challenge is to design and construct a modern, state-of-the-art facility that achieves optimum value. The building must perform well for decades on a number of levels within a reasonably conservative project budget. We will approach the New Elementary School project with a commitment to deliver a high-quality, modern educational facility to serve the children of Bristol for generations to follow. You can expect dedication, hard work, passion, excellent communication, and attention from the J. A. Street/Beeson, Lusk & Street/PFIC team.

### Maximizing the Benefits of Design/Build

One of the true benefits of the competitive design/build procurement process is to combine the expertise and creativity of designers, general contractors, and sub-contractors utilizing the specific talents and resources of each team member to provide the best value to the Owner. To that end, we will maximize the advantages of the design/build procurement process to its fullest level combining our specific educational facility project expertise and a proven effectiveness of our contractor relationships to develop an on-point, and cost-effective Detailed Project Proposal; and more importantly, if selected, we will continue to collaborate with the Owner, the Owner's representatives, and each design/build team member to seek the most appropriate, value-based solution.

We welcome our role as a highly valuable design/builder, experienced in educational facilities that will focus on executing the design and details of the project requirements in response to the Virginia Educational Facility Guidelines, building codes, and industry standards. As will be seen, our past design experience is very closely aligned to the size, scale, budget and programmatic components of the proposed elementary school, and we are certain that our level of expertise will greatly benefit the project design and construction at every level. Our enclosed project information depicts our expertise at delivering projects similar to the New Elementary School.



We assume that the Detailed Project Proposal phase will include a greater level of performance criteria in the areas where it is clear the Owner will want to define precise systems and conditions, while other areas, the systems will be as proposed by the design/build team and subject to the approval of the Owner. It has been our experience that a truly successful project is grounded



in close collaboration with all members, and to the degree the procurement system will allow, we welcome and encourage opportunities for dialogue with the Program Manager and the School Board in preparation of the proposal, and ultimately arriving at a final design and GMP (Guaranteed Maximum Price).

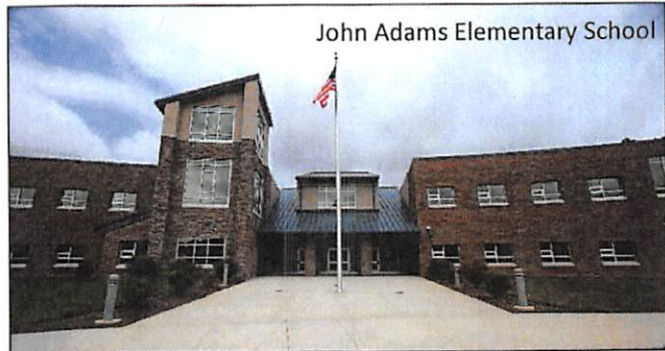
It is understood that the procurement process will require a preliminary cost model and we will include a line-item model inclusive of cost anticipated to be contained within the schedule of values and additional soft costs to be submitted with the Detailed Project Proposal.

### Familiarity with Educational Facility Construction Costs

The JA Street/Beeson, Lusk & Street team is truly committed to a sound and proven approach to developing accurate and competitive project costs. Given the nature of the project and limited availability of funds, it is clear that the design choices must be "right-sized" and well thought-out. Knowledge of available systems, related features and benefits, familiarity with suppliers and installers is critical in the juggling act to maximize investment value. Beeson, Lusk & Street's successful track record with hard bid educational facilities, along with our recent and highly relevant cost information from our design/build projects, and JA Street's vast experience and familiarity with the southwest Virginia marketplace, allows us to readily address design decisions and related construction cost grounded in both sensibility and accuracy.

### Use of Qualified Local Vendors and Subcontractors

It is our intent to utilize the highest possible number of qualified local vendors and subcontractors familiar with the special nature of the work required. In fact, J.A. Street & Associates has established a long-term commitment to serving the immediate area with a strong historical construction presence and valued relationships with local vendors and government officials.



To that end, one of the first tasks in the preparation of our Detailed Project Proposal will be to pre-qualify vendors and subcontractors for the different disciplines of work. Selection will require the following information:

- Soliciting Requests of Interest (RFI)
- Review of submittal packages
- Work experience
- Licensing
- Certificates of Insurance
- Management and financial abilities
- Safety history References

## Value Engineering Combining Educational Facility Familiarity and Local Vendors and Subcontractors

In developing the Detailed Project Proposal and related construction cost, all elements of the design will be evaluated for value engineering ideas solicited from designers, vendors and subcontractors. The goal will be to identify any potential savings by researching the following:

- Substitution of different materials
- Efficiencies of standardized components
- Alternative systems
- National purchasing accounts
- Volume purchases

As the project's plans and specifications are developed, J.A Street and Beeson, Lusk & Street will collaboratively review these documents from a cost/benefit viewpoint with a clear understanding of the project requirements and the design intent. The team will evaluate the project costs in light of the pre-established project requirements and quality standards.

This process starts with the control budget established early in project development. All costs and estimates are continuously compared to the control budget. When the need for value engineering is determined, JA Street's pre- construction department generates a list of options to be considered and reviews each with the Owner and Architect to determine the options which merit further consideration. JA Street will prepare pricing for each option and obtain Team approval for items to be included in design revision. Each option is documented to create a tracking system for budget development with the ultimate objective to identify the very best materials and construction methods that will add the greatest value to the project.

### Construction Management Overview



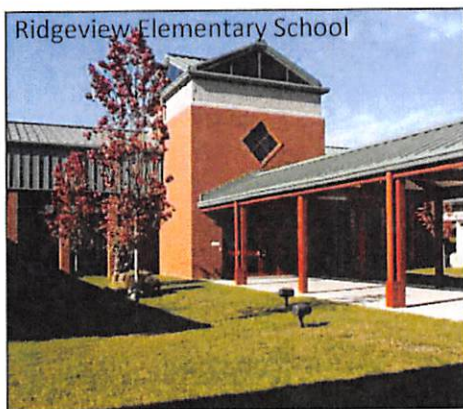
Woodland Elementary School

The three primary functions that an Owner expects his Construction Manager to effectively provide are:

- Cost Control
- Schedule Control
- Quality Control

JA Street's extensive project experience, along with a history of participating in both pre-construction and construction activities, allows us to bring the following benefits:

- Established Systems and Procedures - evolved over 30 years of experience.
- An Experienced Pre-Construction Department - familiar with the intricacies of complex construction projects.
- Extensive Value Engineering Capabilities - ensuring you receive the best value.
- Excellent Purchasing Strength - delivering the maximum from a competitive marketplace, knowing the ability and strength of local subcontractors
- Guaranteed highest quality delivered on time – a reputation for quality and schedule
- An experienced project management staff – the Team that will make it all come together successfully.



We pride ourselves on our ability to be part of the Owner's Team and to be a valuable part of both the pre-construction and construction phases of the project. We feel we contribute to the value of the project and our clients receive the best cost, schedule and quality available in the industry.

JA Street's approach to pre-construction services is to first understand the client's program, goals and requirements. We then immediately begin to estimate the cost and schedule for each project. All information is provided in an "open book" manner.

By working closely with the other members of the Team, JA Street provides the necessary information for the Team to make informed decisions. Through extensive value engineering and constructability analysis, we work toward achieving the best value without compromising the design intent or the function of the facility.

### Conceptual Estimating

Accurate cost and schedule control begins with establishing a comprehensive and accurate pre-construction analysis, with particular emphasis on a thorough evaluation of design documents. This is an opportunity to eliminate unnecessary or unforeseen costs and propose the integration design component alternatives which avoid unnecessary lead times or extended field work.

JA Street's approach to conceptual estimating is to understand the Owner's requirements and the Architect's proposed solution to meet these needs. We determine the format the Owner needs to present budget pricing. Our systems offer tremendous flexibility to organize the costs in as much detail as may be required. Once the Team has established a conceptual design, we prepare a detailed line item conceptual budget estimate. This estimate is prepared internally using historical information and is confirmed by input from local subcontractors and suppliers. This conceptual estimate is reviewed with the Project Team and revised accordingly. Eventually, this estimate becomes the framework for all future estimates allowing continuous cost tracking back to the original budget.

## Cost Control Procedures

JA Street's approach to cost control begins with the requirements and needs of how the costs will be tracked from the initial pricing through the final construction costs. Then, utilizing an automated system and the expertise of an experienced staff of estimators and accountants, we customize each report to meet specific project requirements. With an entirely open-book approach, pricing is shared with the Owner and A/E team for review and comments.

Our approach to monitoring costs centers on working as a collaborative member of the Project Team. With collective input, we immediately prepare and present a detailed estimate to be used as a "control budget" to monitor costs from design through to building construction.



Once the "control budget" is established, we work closely to ensure there is a clear understanding of what the control estimate is based upon. Every component of the project is carefully evaluated and we can assist the Architect and the Owner with suggestions for alternative materials and systems, if required, to maintain the control budget. This ensures the Owner is receiving the best value for every dollar spent on the project, as well as allowing the decision-making process of the team to facilitate and support the design and construction schedule. This proven method of guaranteeing the cost, while maintaining an aggressive construction schedule, has been provided to the majority of our clients.

During pre-construction, our cost control services, including budgeting, estimating, cash flow analysis and initiating project accounting, are handled at our office as an overhead cost and included in our fee.

Once construction documents are completed, this process will continue throughout the bid procurement phase by:

- Acquiring competitive bid coverage from a thorough selection of pre-qualified suppliers and subcontractors with experience relative to the construction type and size.
- Thoroughly evaluating bid proposals and interviewing apparent low bidders to

ensure full scope coverage and schedule impacts due to inadequate manpower allocation or improper planning.

- Evaluating material lead-times and subcontractor scheduling prior to contract awards to ensure critical paths can be met, improved through negotiations, or that contracts are awarded relative to both cost and scheduling considerations.
- Identifying scope gaps between trades and procuring cost proposals to complete the work prior to execution of related contracts.



### Guaranteed Maximum Price (GMP)

We anticipate arriving at the Guaranteed Maximum Price (GMP) as a component at the conclusion of the interim agreement phase. The GMP will be accompanied by a written Explanation of Costs and would define each item of work including assumptions made in determining the cost and any revisions based on Owner requests. It should be noted that the GMP is a MAXIMUM amount, and the actual construction amount can be less based on the finalization of the design. As a matter of procedure, throughout the design process, we will continue to seek opportunities for efficiency and value resulting in project cost savings.

### Schedule Control

J.A Street and Beeson, Lusk & Street recognize the challenges of designing and building a project, particularly if an accelerated schedule is required. We bring a proven track record of completing projects on time. Our scheduling systems complement the skills and expertise of our Project Team and are implemented on-site to track progress at the center of activity.

### Procedures

Our initial planning efforts focus on developing an overall schedule outlining milestones, responsibilities and critical tasks. We evaluate factors which affect project completion including design schedule, agency review and permits, demolition, site access and construction resources, to arrive at an overall strategy.

J. A. Street regularly monitors and updates each schedule as the project progresses through pre-construction, construction and occupancy. Monthly reporting includes a

section for "schedule status" keeping all team members current on the project schedule.

Planning and sequencing a project is essential to producing a quality product on time. Our Project Team develops a schedule commensurate with the design. We analyze every element and understand how it goes together before we begin to allocate time. J.A. Street seeks input from subcontractors to temper time projections and the resulting schedule is then utilized as a practical management tool for monitoring the progress of work and ensuring all commitments are met.

### Monitoring

On a project requiring an accelerated schedule, it is imperative we manage the progress daily and constantly re- evaluate time projections so on-course revisions can be made. J.A. Street designates a member of our Management Team to oversee the data input, coordination of the logistics and schedule updating to ensure an accurate schedule is maintained.

J.A. Street and Beeson, Lusk & Street will conduct bi-weekly project coordination and scheduling meetings. All subcontractors attend these meetings and commitments for production during the upcoming period are made and documented. The reports from these meetings are then distributed to all members of the Project Team, including the Owner and Architect.

### Constructability

The project construction scope and components are not beyond the standard demands of an elementary school facility in this region; therefore, no constructability issues are apparent at this phase of the project.

### Award and Notice to Proceed

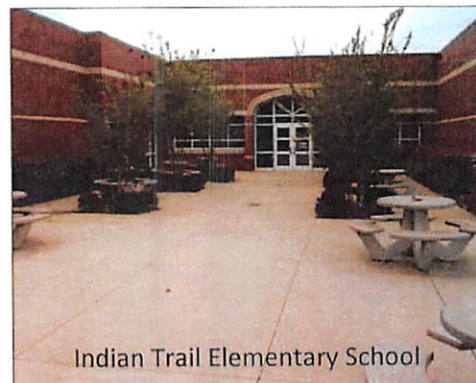
### Milestone Schedule

The project construction schedule will be prepared during this period. Utilizing the milestone schedule prepared for the design phase as a base source we will expand it for all construction activities. It will detail the construction activities and display the logical sequence of the activities to complete the project within the desired timeframe. The required resources and subcontractors will be incorporated into each activity. The schedule will use Critical Path Methodology (CPM) to demonstrate the critical activities which must be completed on time to ensure an on-time delivery. Please see



Grandview Elementary School

9



Indian Trail Elementary School

the conceptual project schedule included later in this document.

### Design Review Meetings

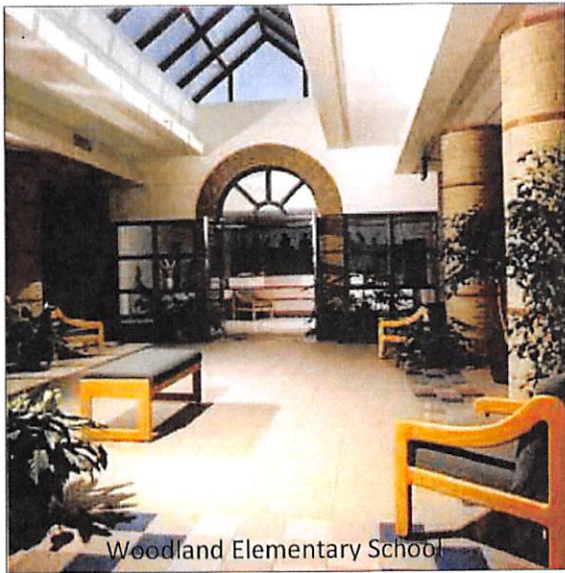
After the award, the design process will require a significant level of dialogue and design review between the school board and the design/build team in order to achieve the greatest value and greatest degree of success. At a minimum, we anticipate monthly progress meetings, and at certain points, the frequency may intensify or diminish depending on the stage of design/construction and the issues to be resolved. At some point, it is likely that the design review meetings will overlap construction progress meetings and become a coordinated event. The design review meetings will be on-point and relevant. Appropriate members of the design/build team will be in attendance and the project leadership will be consistent throughout. Communications will be well documented and managed. The design review agendas will be circulated in a timely manner prior to the meeting, and meeting minutes from previous meetings will be circulated immediately following the design review meeting.



### Early Design/Construction

After the Notice to Proceed, the design/build team will immediately proceed into the development of early design and construction packages and a logical sequence to maximize the design, procurement and construction schedule. While the final overall building design is yet to be completed, at this point it is necessary to confirm site geotechnical requirements, foundation requirements, the structural grid and framing requirements. A sufficient level of information must also be understood about the mechanical and electrical systems to consider the underground utility requirements, and the exterior wall system must be understood in order to complete the perimeter foundation design. While design work is progressing, we will interview and pre-qualify local site contractors in anticipation of pre-bid meetings for the early packages. Upon approval by the Owner, the early design package (at a minimum) would include the existing building demolition, site utilities, site grading, foundation plans, and primary structural steel packages.

Permitting and Utilities - Meetings will be scheduled with the local governmental building officials and utilities to coordinate the project permitting and utility relocations. The meetings with the local government will be utilized to inform the officials of the extent of the project and to ensure we uncover any code issues. This will facilitate the building department's plan review and the issuance of the building permit. The meeting with the local utilities will ensure that the utility requirements of the project, both immediate and future, are available in the area. It will also reveal any utility problems prior to beginning work on the site and prevent unnecessary delays to the work.



Woodland Elementary School

Bidding - Mandatory pre-bid meetings for subcontractors will be conducted to review the work, the project schedules and to determine a proposal submittal date. The design team will participate in the meetings to ensure the entire scope of work is conveyed to all parties and well understood. Minutes of the meeting would be issued to all bidders and any pertinent questions will be answered by addendum. We will then solicit and evaluate the bid results and submit the bid results and our recommendations as to the best-qualified proposal.

Award - The project team will determine the criteria for awarding the bids to subcontractors. As the bids are received we will review and evaluate them to determine the best-qualified proposal. The bid results and our recommendations will be submitted for approval by the Owner. Bidders may be requested to interview with the team to clarify any questions concerning their proposals. Once the bid proposals are approved we will prepare the contractual documents for execution. The final contract package will include:

- Contracts
- Insurance Certificates
- Federal, State and City licenses

Additionally, consideration will be given to public safety, specifically site use and circulation during construction. In preparation for the initial construction, consideration will be given to the following:

- Accessibility to building conforms with topography
- Traffic control
- Temporary excavation support
- Utility relocations and service connections
- Construction sediment control plan
- Stormwater management system
- Asphalt pavement and flat concrete



## Design Process

After the Detailed Project Proposal and release of the preliminary site design, structural design, and long-lead items, we will progress through the finalization of the design, and predicated upon the construction schedule, we would be prepared to release completed design packages related to building envelope and enclosure, and other identified long-lead items not included in the early scope of work. The project would continue to be developed with an eye on quality assurance and best value according to industry standards, building codes, and the Virginia Educational Facilities Guidelines. The design development will continue to be well-coordinated and well-detailed with a continued focus on collaboration with all team members and the Owner to employ the strength of the design/build procurement model. The construction leadership members of the team have more than one hundred years of construction and design collaboration experience. They will approach the design phase challenging all team members and asking probing questions into all aspects of the project. All components of the project will be evaluated to determine any potential modifications which could affect the constructability, aesthetics, security, and/or economics of the project. These ideas will be presented to the entire team for consideration. The goal will be for all design and construction members to enhance the design in order to maximize the quality of the facility while minimizing the final investment.

### Design Quality Control/Quality Assurance (QA/QC)

The J.A. Street/Beeson, Lusk & Street team is dedicated to delivering a high-quality educational facility for the Bristol Virginia Public School Board, and quality is ONLY achieved through intention. It must be a core value of all members of the team engaged in the effort to further the QA/QC efforts, the Owner must understand and convey their requirements; experienced designers familiar with the appropriate method of planning must thoroughly research, understand, and smartly specify and clearly detail the conditions; the construction project must be efficiently scheduled and organized; skilled tradesmen must be available and have sufficient time and resources to complete the work.



Cloudland Elementary

By paralleling the design and construction effort there should be an intentional QA/QC program focused on verification. From the design side, we understand that QA/QC is a task for the most experienced personnel and requires the devotion of time. This means that it is an expensive commitment and one that we will not shirk. We recognize that Quality Assurance and Control is perhaps the most critical component of project delivery. Quality Assurance and Control is a regimented process and we believe our long and successful history, and more importantly, our extensive list of repeat clients, speak to our success as a firm rooted in this task. Fundamentally, this requires time spent by the most experienced architects in the firm, not focused on the minutia of daily project management, to provide critical peer review and analytical critique of the work product.

## Construction Quality Control

From the Construction side, there will be daily issues to be addressed, yet the budget and schedule will be strict. Through constant and aggressive communications with construction entities, stakeholders, and design team members, we will be a firm but fair voice with the ultimate responsibility and goal of making the project work greatly. The construction period services include the following:



- Coordinate in-house and consultant field management team.
- Process and approve contractor shop drawings.
- Review the work progress at periods appropriate at the stage of construction.
- Participate in construction progress meetings.
- Respond to and process contractor technical inquiries and contract questions.
- Certify and process contractor monthly pay applications.
- Conduct punch list and final inspections.
- Issue Certificates of Substantial and Final Completion.

As each phase of the project is completed, the work will be inspected by the design team. The work will be accepted by the team or deficiencies noted. Any deficiencies noted will be corrected and the work re-inspected and accepted. At the completion of the project, the on-site construction team will inspect the entire project and prepare a list of deficiencies. The deficiencies will be corrected and the work will be inspected by the design team. Any deficiencies noted during this inspection will again be listed. The deficiencies will be corrected and the work re-inspected and accepted.

## On-Site Management

Our onsite construction team will be led by a senior project superintendent. He will control all aspects of the construction site including:

- Quality Control of the work
- Safety of the job site
- Construction layout
- Coordination of contractors
- Delivery of materials
- Daily Inspection Reports
- As-Built Drawings

He will use all the construction documents, project schedule, and GMP as his guideline



during the construction work. He will also receive assistance from our project team and outside professional services as required.

### Project Meetings

During the course of the project, weekly project meetings will be scheduled for the construction team. At these meetings a construction weekly update will be delivered to the project team. The upcoming activities will be discussed and any construction related issues that have occurred since the previous meeting will be discussed and resolved. Minutes of the meeting will be kept and distributed to the team.

### Project Updates

A weekly Status Report will be prepared each week by the Project Manager and distributed, via email, to the project team and members of the School Board. The report will include the current status of the project, goals for the following week and current job site photographs.

### Closeout Documents

At the completion of the work and after all deficiencies are rectified, a final project accounting will be prepared for the project. This will include all the work as outlined and performed according to the GMP documents. This will document the final cost of the project. This amount will not exceed the GMP unless additional scopes of work were incorporated into the project. A final pay request will be prepared for the final cost of the work for approval by the project team.

Operation and Maintenance (O&M) Manuals will be prepared for all the materials, equipment and systems incorporated into the project. These will be organized in sequence with the AIA division breakdown. An index will be included and each item will be tabbed for easy reference. One hard copy and two digital copies will be prepared for distribution. The Owner and Architect will receive a copy and J. A. Street will maintain an electronic copy in our files.

The final As-Built drawings will be prepared. These will incorporate the as-built drawings maintained during the course of the project. The final copy will be prepared on the latest version of the construction plans. One hard copy and two digital copies will be prepared to be distributed to the Owner with the O&M manuals.

b. Describe the experience of the firm or consortium of firms making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service or other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.

Information in this section is presented as follows:

Projects completed by J. A. Street & Associates/Beeson, Lusk & Street

J. A. Street & Associates

Key principals and project management

Comparable project information

Beeson, Luck & Street

Key principals and project management

Comparable project information

PFIC

Key principals and project management

Comparable project information



It is through relationship-building and working side-by-side that great teams are made. The J. A. Street & Associates / Beeson, Lusk & Street team is not a new pairing. We have a history of successfully completing a variety of projects (both in type and scale) in the Southwest Virginia / Northeast Tennessee region.

Our clients include

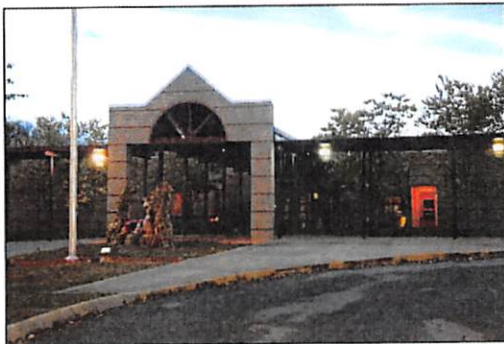
Johnson City, Tennessee Board of Education

Bristol Tennessee Essential Services

Wellmont Health System

Mediserve Medical Equipment

The Regional Eye Center



Woodland Elementary School  
Johnson City, Tennessee



Indian Trail Middle School  
Johnson City, Tennessee

# J A STREET

## GENERAL CONTRACTORS

Our vision and goal is to continue to be the region's best fully-integrated General Contracting firm. We welcome this challenge and realize that our reputation means everything. We will continue to set higher goals for customer satisfaction. We will promise and deliver a quality product, and continually offer new ideas and proven solutions for functional facilities which will perform now and in the future.

To ensure our vision, we have structured the firm to be responsive, flexible and personalized in the services we provide. We recruit talented professionals from the construction field to architectural design and civil engineering disciplines, who provide excellent communication and project performance to our clients. We also focus on retaining our employees through financial incentives (bonus system and retirement plans) as well as continuing education programs. As a result, our turnover rate among employees is very low compared to any industry, with many employees being with the company since its inception.



J. A. Street & Associates maintains a high level of performance at both a corporate level and superintendent/project management level. Our commitment to excellence is demonstrated in our receipt of numerous awards and recognitions:

- Over 15 Associated General Contractors (AGC) Contractor of the Year Awards
- 7-time winner of the AGC Contractor Circle of Excellence Awards
- Multiple AGC Project of the Year Awards
- Multiple AGC Project Manager and Superintendent of the Year Awards
- Tennessee Governor's Environmental Stewardship Award for Excellence in Land Use
- A & S Builder of the Year
- Numerous LEED and Green Light projects

Through our over 30 years, we have maintained consistent levels of growth and experience and have established a reputation as a premier builder throughout Tennessee, Virginia, and beyond. We pride itself in continually demonstrating our ability to be an effective member of a construction team. Our ability to build relationships and meet the owner's needs is demonstrated through repeat clients.

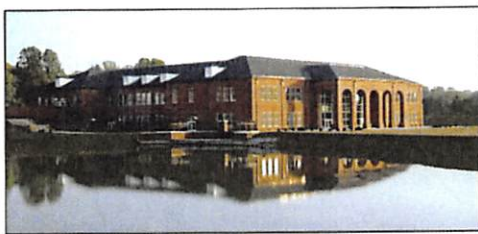
- Appalachian School of Law
- Appalachian School of Pharmacy
- KVAT/Food City
- Holston Medical Group
- Highlands Community Services
- King University
- Emory & Henry College
- The Olde Farm
- Bank of Tennessee
- TriSummit Bank
- Friendship Enterprises
- Eastman Credit Union
- MHC Kenworth
- Numerous industrial, commercial and financial institutions



Appalachian School of Law



KVAT



King University



Emory & Henry College

**J.A. Street & Associates**  
**J.A. Street, P.E. - Founder and CEO**



Jim Street founded our firm in 1985 and has led his company to successfully deliver over one billion dollars of construction projects. Jim leads our team throughout each phase of the construction process, offering invaluable experience at every opportunity.

During the Pre-Construction phase, Jim is heavily involved in assessing the scope of work, providing insight to value engineering opportunities and performing constructability reviews. He works closely with Brian Poe to evaluate the cost of the work and resolve contracts. His interaction with the project team extends to the subcontractors with regard to coordination, negotiations and establishing clear performance goals.

Relying on his wealth of experience as having performed as a Project Manager himself, Jim continues his leadership throughout the construction phase. He will work closely with the Project Managers to help schedule the work and coordinate the team members to optimize the field execution. He also makes himself directly available should issues arise in the field. Jim's "hand on" approach to management extends into the field. Our superintendents have a high level of respect for him as he visits job sites regularly and is accessible for field coordination and mentoring. His expectations of quality control and safety implementation are met due in large part to his communication and presence throughout project execution.

Jim thrives on proactively addressing potential construction issues and thinking outside the box at every opportunity. He will make himself directly available to the client's team members and coordinates the Construction Management effort to the fullest potential. From design inception to final completion, he is the "glue" that maintains a cohesive effort from the project team to deliver the highest level of value in our industry.

**EDUCATION**

1972 Bachelor of Science Degree in Civil Engineering – Virginia Polytechnic and State University - Blacksburg, Virginia

1966 Grundy High School, Grundy Virginia

**REGISTRATIONS**

Professional Engineer TN #012433

Professional Engineer WVA #015313

Professional Engineer KY #15003

DBIA #D644



### AFFILIATIONS

Member & Past President Tri-Cities Branch of Associated General Contractors  
Member & Past President Associated General Contractors of Tennessee  
Member Associated General Contractors of America  
Past Trustee of the CompTrust / AGC of Tennessee  
Past Member & Past President Bristol Jaycees  
Past Board Member First Vantage Bank  
Past President Bristol Boys & Girls Clubs  
Past Tennessee State Coordinator & Current Member Sequoyah Council Boys Scouts

Past Chairman and Member of Sullivan County Partnership Board (Networks)  
1996 Tennessee State Coordinator for the Sequoyah Council Boy Scouts  
Past Regional Campaign Chairman of Tri-Cities Hokie Club of Virginia Tech

### AWARDS

Boys & Girls Clubs of America National Medallion  
Boys & Girls Clubs of America National Service to Youth Award  
Boys & Girls Club Zella Moore Arnold Award  
Recognized by the Business Journal as "One of Twenty-Five Most Powerful Male Executives"  
Junior Achievement 2007 Business Hall of Fame Inductee



Mountain Mission School

**J.A. Street & Associates**  
**Brian Poe - President**



Brian leads the Pre-Construction effort of the project and brings more than twenty-five years of experience which has been dedicated exclusively to this crucial phase. Brian joined our company in 2000 and has fulfilled the role of Pre-Construction Manager and/or Estimator on the vast majority projects presented herein.

Brian's primary responsibilities are to determine the scope and specification of the work, procure vendor proposals, compile estimates, control the cost, offer value options and buyout the project through vendor purchase orders and subcontract agreements.

As he has performed on countless projects in the past, Brian will coordinate with the client's requirements and facility needs to orchestrate the engineering and vendor efforts to an optimal response. Brian works closely with all team members throughout facility inspections, engineering charrettes and owner meetings. His leadership during these phases ensures that the scope of work and specifications adhere to all facility and performance requirements.

Proper job cost awareness and control begins with accurate estimating, and Brian's primary responsibility is to deliver the highest level of cost accuracy and awareness. The assessment of costs at the outset can determine if the project is constructed, the scope of construction and the quality of components. Key decisions are made from the outset on the basis of cost estimates. Complex projects may go through multiple levels of design and estimating, each allowing an opportunity where crucial decisions can be made prior to completion of design and commencement of construction. As the design is developed, more information is generated and cost uncertainties are reduced. The best estimate for any particular project makes full use of the time and information available in order to eliminate the greatest number of unknowns and variables. The degree of accuracy for a cost estimate should be consistent with the accuracy of the data on which the cost estimate is based. Brian delivers these goals with clear communication of all potential variables and maintains cost control from the outset.

Effective cost management ensures that functional components of the project perform at a high degree of efficiency and at an economical investment cost, without forfeiting quality. Cost management must remain in a position of control from the inception of the project to its conclusion and is particularly important in the early stages. Poor or late cost decisions can be as damaging to the project as poor execution of the design. Cost information must be available at every level of planning, designing, and valuation or construction, in order to match the corresponding design or construction information available. Brian performs a continual constructability review analysis of the project throughout the Pre-Construction process, thereby maximizing the value and expediting the project delivery in the field.

Throughout the design process, Brian performs value engineering studies. While reviewing an estimate, Brian affords consideration to alternative construction methods or systems. Note that these alternatives may not always reduce cost but may instead improve the long-term performance and maintenance of systems. It is in these earliest stages of the project

development that the greatest degree of effectiveness is attainable to control cost. By the time the working drawings are complete and the project goes into construction, he has the least opportunity to reduce costs without sacrificing project integrity. To be effective in controlling cost, Brian is heavily involved from the very beginning of the project development. He participates in the planning, helping the project team decide on the systems that make up the building. With this early involvement in the planning phase, the project team has an established awareness to make recommendations for alternative building solutions as the project progresses. A project cannot succeed without this strong foundation in cost control, scope awareness and specification/performance. Brian is our dedicated team member with the experience to deliver these goals to the highest potential.

### PROJECT EXPERIENCE

- Marion Correction Center – Marion, Virginia
- Virginia City Hybrid – St. Paul, Virginia
- Bristol Virginia School Board – Bristol, Virginia
- Tri-Summit Bank – Kingsport, Tennessee
- 620 State – Bristol, Tennessee
- Tipton Street – Johnson City, Tennessee
- Bristol Motor Speedway Infield – Bristol, Tennessee
- Three Rivers Market – Knoxville, Tennessee – U.S. Green Building Council, East Tennessee Chapter, 2013 Green Light Award
- The Olde Farm Pavilion – Bristol, Virginia
- The Olde Farm Party Barn – Bristol, Virginia
- Race-Day Condos - Bristol, Tennessee
- Consol Coal Maintenance Building – Oakwood, Virginia
- Social Security Administration Office, Wytheville, Virginia – U.S. Green Building Council, LEED Certification - 2012
- EQT, Clintwood, Virginia
- Grundy Baptist Church – Grundy, Virginia
- Dickenson Center for Education & Research, Clintwood, Virginia
- Mountain Mission School, Grundy, Virginia
- Grundy Baptist Church, Grundy, Virginia
- Appalachian College of Pharmacy, Oakwood, Virginia
- KVAT Corporate Office – Abingdon, Virginia – 2013 AGC Project of the Year
- HMG Medical Plaza, Kingsport, Tennessee
- Regional Center for Health & Professions – Kingsport, Tennessee
- King College Student Center – Bristol, Tennessee
- University of Appalachia Booth Center – Grundy, Virginia
- SwVCC Learning Resources Center – Cedar Bluff, Virginia
- SwVCC Russell Hall Health Sciences Building, Cedar Bluff, Virginia
- SwVCC Buchanan/Davis Renovations, Cedar Bluff, Virginia
- SwVCC Higher Education Center – Abingdon, Virginia
- TriSummit Bank – Johnson City, Tennessee – AGC Project of Year for 2008
- Abuse Alternatives – Bristol, Tennessee

- Westside Elementary School – Elizabethton, Tennessee
- John Adams Elementary School – Kingsport, Tennessee

### REGISTRATIONS

Licensed Masonry Subcontractor, State of Tennessee

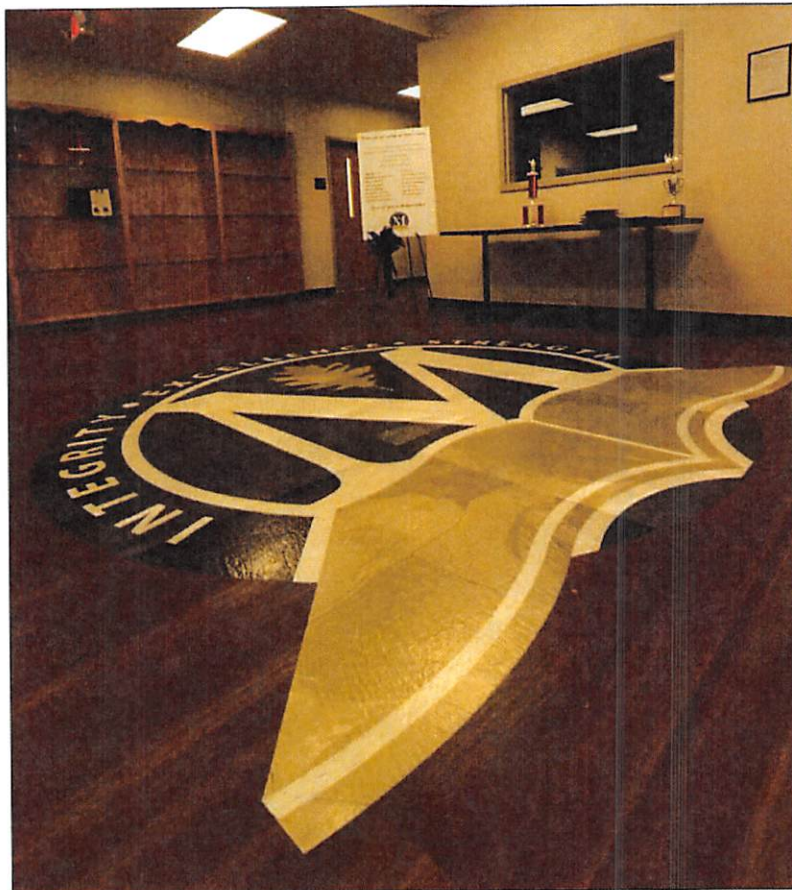
### EDUCATION

Computer Sciences  
Virginia Commonwealth University  
Richmond, Virginia                      1986-1988

Marion High School  
Marion, Virginia                              1985

### AFFILIATIONS

Past Board President – Boys and Girls Club of the Mountain Empire  
Zella Arnold Award – Boys and Girls Club of the Mountain Empire



Morrison School  
23

## J. A. Street & Associates Brian Ross - Estimator



Mr. Ross is an experienced estimator who began his career as a production builder/developer in 2001. Brian learned early in his career the value of collaboration among design professionals, consultants, manufacturers and builders while performing cost estimation and production management tasks for residential communities. He further honed those skills when he entered the high-end custom remodeling industry and later custom home building. After relocating to the Tri-Cities, Brian's excellent communication skills proved valuable while he was an adjunct faculty member at Northeast State Community College where he taught Architectural Drafting and Engineering Graphics courses in both lecture and computer lab settings. He also recruited professional advisory panel members and facilitated feasibility discussion for a potential construction curriculum. Brian continued to use his collaboration, communication and estimating skills while operating his own custom remodeling and home building business until joining our company in 2015.

### EXPERIENCE

- East Tennessee State University Physical Therapy Renovation – Johnson City, Tennessee
- Tennessee High School Restroom Renovations – Bristol, Tennessee
- Bristol Tennessee Essential Services Warehouse Addition (Commercial Kitchen) – Bristol, Tennessee
- Single and multi-family production home building
- Construction document development / architectural coordination
- Custom home building and renovation
- Freddy's Steakburgers & Frozen Custard – Johnson City, Tennessee
- Hunter Wright Stadium Addition (Kingsport Mets Facility) – Kingsport, Tennessee
- Regional Eye Center – Kingsport, Tennessee
- Sunbelt Rentals – Blountville, Tennessee
- Emory and Henry Band Room – Emory, Virginia
- Bristol Compressors renovation/addition – Bristol, Virginia
- Hallmark House Assisted Living Facility – Louisville, Kentucky
- Wallace Subaru/Volkswagen Body Shop – Bristol, Tennessee
- TriSummit Bank renovation – Bristol, Virginia
- Holston Army Ammunition Plant (Entry Post Renovations) – Kingsport, Tennessee
- Fire Station – Bristol, Tennessee
- Wellmont OBGYN medical office renovations – Kingsport, Tennessee
- Freddy's Steakburgers & Frozen Custard – Bristol, Virginia
- Freddy's Steakburgers & Frozen Custard – Morristown, Tennessee

### EDUCATION

Bachelor of Science, Construction Engineering Technology  
East Tennessee State University, Johnson City, TN  
President, Construction Management Association  
Award Recipient, Outstanding Technology Student of the Year  
Scholarship Recipient, Associated General Contractors and Professional Construction Estimators Association

JOB RELATED EDUCATION/TRAINING

Operations Management

Project Management

Psychology (Coursera/Udemy)

Home Energy Analysis and Implementation (BPI and RESNET)

Green Building and Aging-in-Place (NAHB)

Lead-Safe Renovation (EPA)

Estimating Building Construction – Construction Estimating Institute



Southwest Virginia Higher Education Center

**J. A. Street & Associates**  
**Marcus Wilcox - Senior Project Manager**



Mr. Wilcox has extensive experience in construction. He began his pursuit in the field as a craft worker in 1994 and simultaneously earned a Bachelor of Science degree in 1998. He served as an Assistant Superintendent from 1999-2001 on projects ranging from \$3 million to \$15 million in value.

Responsibilities included directly supervising J. A. Street & Associates, Inc. hourly personnel, performing layout, day to day subcontractor coordination, receipt and review of material deliveries, performing quality control and safety checks on a daily basis, and ensuring that job site access and protection was maintained.

From 2001-2007 he served as Project Superintendent directly overseeing projects ranging from \$300,000 to \$6.9 million in value. Superintendent responsibilities included daily/weekly scheduling, procurement of materials, tools, and equipment, coordination of subcontractors, quality control, Owner/Architect interaction, job site documentation on a daily/weekly basis, processing Requests for Information, organizing safety meetings, overseeing safety measure implementation, and coordinating and updating drawings/revisions.

He was promoted to the position of Project Manager in 2007. Experience as Project Manager consists of a diversity of projects, with the largest single project valued at \$17.9 million dollars. Responsibilities include but are not limited to all Owner, Architect, vendor and sub-contractor coordination, procurement of materials, developing and maintaining construction schedule, shop drawing review, submittal coordination and contract document management. Marcus also currently serves as the company's continuing education director for field personnel.

Having a heavy background in field construction experience, Marcus brings an aggressive approach to scheduling, anticipating and resolving constructability issues, motivational methods and subcontractor coordination. His primary focus will be to ensure that the project is managed in a manner that meets or exceeds the standards set by the contract documents, quality control standards and Owner/Architect expectations in order to ensure that the project team is successful in achieving all project goals.

#### **PROJECT MANAGER EXPERIENCE**

- Kenworth - Chillicothe, Ohio
- Kenworth - Gainesville, Georgia
- Kenworth - Mableton, Georgia
- Marion Correction Center - Marion, Virginia
- Virginia City Hybrid - St. Paul, Virginia
- Bristol Virginia School Board - Bristol, Virginia - 2012 AGC Project of Year
- Tri-Summit Bank - Kingsport, Tennessee
- HUF Manufacturing- Greeneville, Tennessee
- David Crockett High School - Jonesborough, Tennessee
- Bristol Motor Speedway Infield - Bristol, Tennessee
- The Olde Farm Pavilion - Bristol, Virginia - 2011 AGC Project of Year

- Grandview Elementary – Jonesborough, TN
- Race-Day Condos - Bristol, Tennessee
- Consol Coal Maintenance Building – Oakwood, Virginia
- TriSummit Bank – Johnson City, Tennessee – AGC Project of Year
- VPI, Inc. – Duffield, Virginia
- Eastman Credit Union – Bristol, Virginia
- Wells Fargo Renovation – Johnson City, Tennessee
- VCHEC Administration Building – St. Paul, Virginia
- LeClerc – Kingsport, Tennessee
- Aspen Dental Upfit – Kingsport, Tennessee
- Buchanan County MOB – Grundy, Virginia
- VC Clarifying Building – St. Paul, Virginia
- 24-Hour Storage – Bristol, Tennessee
- Blue Ridge Nissan – Wytheville, Virginia
- The Olde Farm Wine Cellar – Bristol, Virginia
- Tipton Street Building Urban Redevelopment – Johnson City, Tennessee
- Second Harvest Food Bank Office, Freezer and Repack – Kingsport, Tennessee
- AGC Glass Renovation/Addition – Church Hill, Tennessee
- City Central Urban Redevelopment – Bristol, Tennessee
- 620 State Street Urban Redevelopment – Bristol, Tennessee
- Mellow Mushroom – Bristol, Virginia
- Gold Into Cash – Johnson City, Tennessee
- Aspen Dental Upfit – Kingsport, Tennessee
- VHEC Ash Silo – St. Paul, Virginia
- Celebration Church – Blountville, Tennessee
- PSAP Washington County Call Center – Washington County, Virginia
- Washington County General Services Renovation – Washington County, Virginia
- One 12 Downtown - Johnson City, Tennessee
- Accent Storage – Johnson City, Tennessee
- AGC Glass Company – Church Hill, Tennessee
- American Tire – Piney Flats, Tennessee
- Washington County Animal Shelter – Washington County, Tennessee
- B & B shops – Hickory, North Carolina
- 24 Hour Storage – Johnson City, Tennessee
- Duffield Technology Building – Duffield Virginia
- Discovery Church – Bristol, Tennessee
- Exide Office Addition – Bristol, Tennessee
- Exide Orbital – Bristol, Tennessee
- Frito Lay – Piney Flats, Tennessee
- Gastroenterology Associates – Bristol, Tennessee
- Keen Mountain Regional Jail – Buchanan County, Virginia
- Mountain States Health Alliance Cardiology Renovation – Johnson City, Tennessee
- The Olde Farm Lodge – Bristol, Virginia
- Riverside Call Center – Weber City, Virginia
- Russell County Shell Building – Lebanon, Virginia
- TEC – Kingsport, Tennessee



- Johnson City Veterinary Clinic – Johnson City, Tennessee
- VFP – Duffield, Virginia
- W & L Corporate Offices – Chilhowie, Virginia
- Shops @ West Market Upfit – Johnson City, Tennessee
- W – L Maintenance Building – Chilhowie, Virginia
- State of Franklin Bank – Johnson City, Tennessee
- Carrier Building renovation (under construction) – Kingsport, Tennessee
- Emory & Henry College Student Housing and Community Building (under construction) – Emory, Virginia
- Keene Mountain Correctional Center renovation (under construction) – Buchanan County, Virginia

## EDUCATION

1998 Bachelor of Science, Construction Engineering Technology  
East Tennessee State University, Johnson City, TN

## JOB RELATED EDUCATION/TRAINING

Drug Free Workplace

10-Hr OSHA

Trenching Safety Training Class

Scaffolding Safety

Powered Industrial Truck Operator

First Aid Training

CPR Training



Bristol, Virginia School Board Offices

# John Adams Elementary School Kingsport, Tennessee

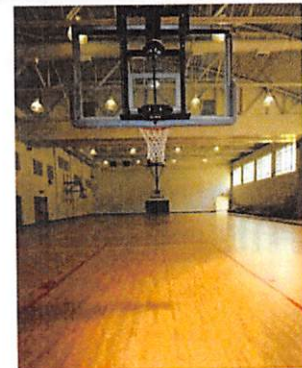


Client: City of Kingsport, Tennessee  
Location:  
2727 Edinburgh Channel Road  
Kingsport, Tennessee

J. A. Street & Associates Role: General  
Contractor  
Size: 98,000 s.f.  
Completed: August 2009  
Construction Amount: \$14,645,000

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: John Tomlinson

This two-story facility was constructed as part of a new community in Kingsport, Tennessee. The site presented challenges which involved repairing a sink hole and properly dealing with a wet-weather spring. The school utilizes a geothermal system for heating and cooling. The exterior consists of a masonry, cast stone, stone and EFIS finish with multiple roof systems on intersecting planes.



# East Side Elementary School Elizabethton, Tennessee

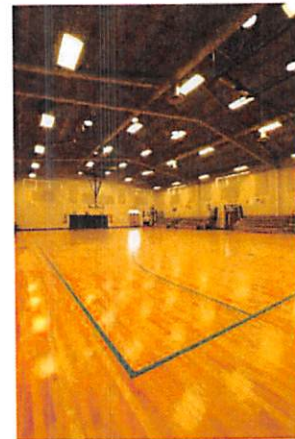


Client: Elizabethton City Schools  
Location:  
800 Siam Road  
Elizabethton, Tennessee

J. A. Street & Associates Role: General  
Contractor  
Size: 16,122 s.f.  
Completed: August 2011  
Contract Amount: \$2,091,000

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: John Tomlinson

This project consisted of a one-story addition to the existing elementary school and provided four classrooms and a new gymnasium.



# West Side Elementary School Elizabethton, Tennessee



Client: Elizabethton City Schools  
Location:  
1310 Burgie Street  
Elizabethton, Tennessee

J. A. Street & Associates Role: General  
Contractor  
Size: 14,400 s. f  
Completed: August 2010  
Contract Amount: \$2,000,400

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: John Tomlinson

This project consisted of the addition of a gymnasium and four classrooms. The existing gymnasium and cafeteria were renovated to be a cafeteria only. Restrooms, resource area and administration offices were added to the space formerly occupied by the stage.



# Grandview Elementary School

## Telford, Tennessee



Client: Washington County Dept. of Education  
Location:  
Telford, Tennessee

J. A. Street Project Role: Construction Manager  
Size: 98,000 sf  
Completion Date: October 2008  
Contract Value: \$17,940,657

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Marcus Wilcox  
Superintendent: Charles Roark

This project involved new 98,000sf state of the art educational facility consisting of over 40 classrooms, commercial kitchen, library and gymnasium. This facility was also designed to serve as a community resource with special focus on the exterior sports facilities. These amenities consist of regulation football field surrounded by a track, one softball field, 2 baseball fields and a practice field area.



# Morrison School Bristol, Virginia



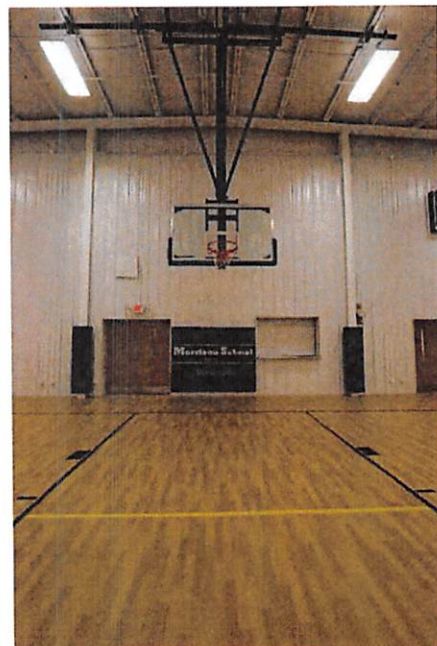
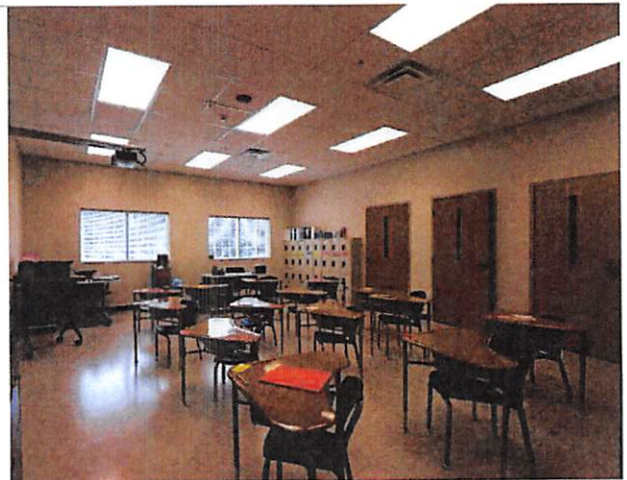
Client: Morrison School  
Location:  
200 North Pinecrest Lane  
Bristol, Virginia

J. A. Street & Associates Role: Design/Build  
Size: 20,113 sf  
Contract Amount: \$2,247,109  
Completion Date: 2015

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: David Patrick

J. A. Street & Associates were contracted to design and build a new facility for Morrison School, a private Pre-K through 8<sup>th</sup> grade school. The structure contains classrooms, assembly areas, a cafeteria with a catering kitchen and a full-sized gymnasium with a stage.

The building has a structural steel frame and is constructed on a concrete slab. The roof has asphalt architectural shingles. The building exterior is clad in Hardi Plank siding and stone wainscoting as well as stone veneered columns. The gymnasium is clad in prefinished metal wall panels. Solar panels are situated on the roof.



# Highlands Community Services Children's Center Abingdon, Virginia

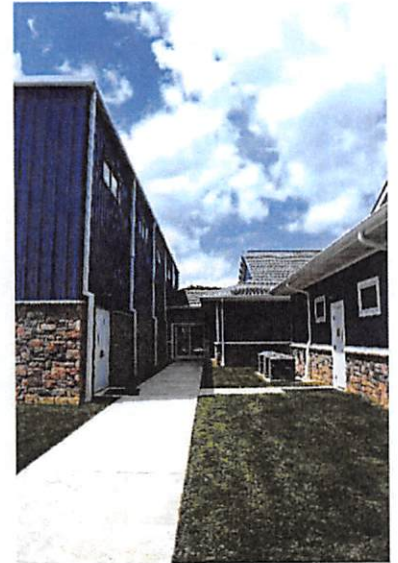


Project: Highlands Community Services Children's Center  
Location:  
Baugh Lane  
Abingdon, Virginia

J. A. Street Role: Design Build  
Size: 33,303 square feet  
Completed: January 2017  
Contract Value: \$4,340,111

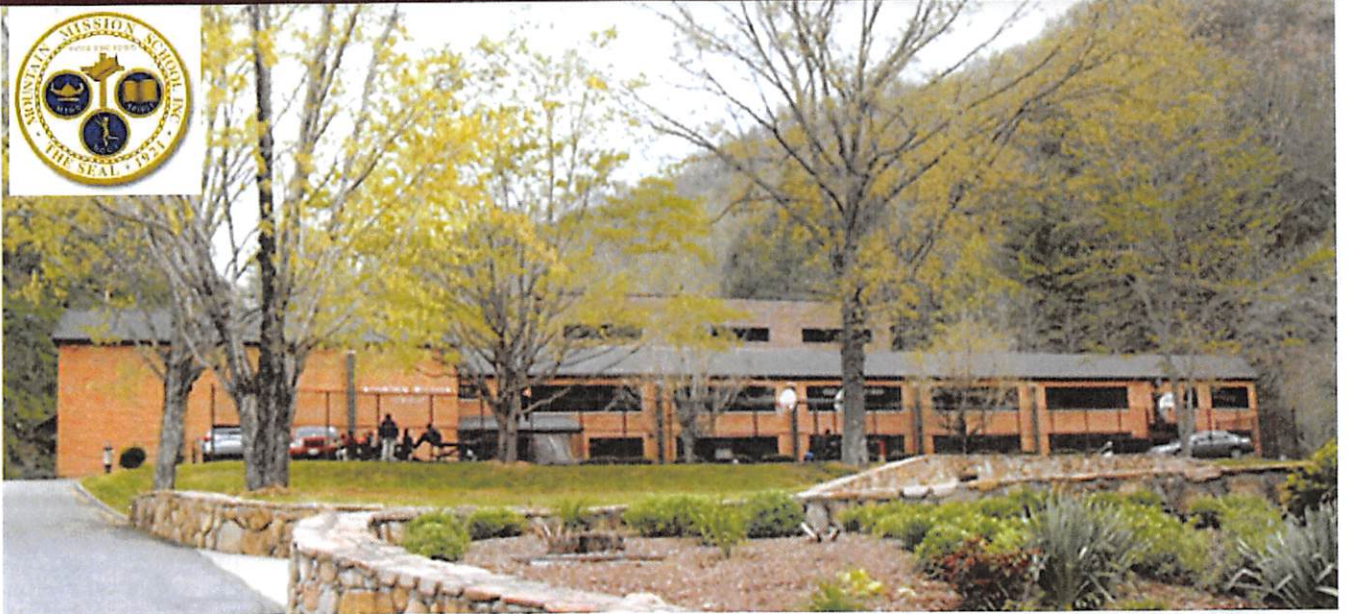
Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Don Osborne  
Project Superintendent: Avery Mullins

The Center consists of a main building and a gymnasium. The main building is wood frame construction with a pre-engineered gymnasium on the westerly side. The main structure is clad in hardi-plank siding with stone veneer and the gymnasium is accented in stone veneer. The main building has an asphalt shingle roof and the gymnasium has a standing seam metal roof. Each entry way has stone veneered columns. The building provides areas for offices, classrooms, counseling, a cafeteria and kitchen. This project was utilized the Virginia PPEA procurement process.



# Mountain Mission School

## Grundy, Virginia



Client: Mountain Mission School  
Location:  
1760 Edgewater Drive  
Grundy, Virginia

J. A. Street Role: General Contractor  
Size: 19,000 sf  
Completed: June 2011  
Contracted Amount: \$5,500,000

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: Kim Hodge

New educational building, new gymnasium and the remodeling of an existing 19,000sf school building. Mountain Mission is a unique school which provides not only an exceptional education but also, a home, a family, friendship and spiritual guidance to children of all ages and continuing through young adults. Some features of the new and renovated space consist of state of the art computer labs. All classrooms are equipped with smart boards and distance educational capabilities. A building security system with monitoring and access systems was also integrated into the project. Renovation of existing building included asbestos abatement, new wall, ceiling and floor finishes, replacement of all windows and interior doors and new storefront entry systems with security controls.





Client: Washington County Department of Education  
Location:  
684 Old State Route 34  
Jonesborough, TN 37659

J. A. Street Role: Construction Manager  
Size: 36,000 Addition/Renovations  
Contract Amount: \$11,429,649

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Marcus Wilcox  
Superintendent: Pat Cockrum

This project consisted of a state of the art science wing and renovation of an additional 104,000 s f including a kitchen, gym, auditorium, class, and library spaces. J.A. Street was the successful bidder and due to county budget constraints, was asked to provide extensive value engineering to reduce project costs by 1.5 million dollars with the HVAC system being the primary focus. Working closely with the design team, owner, and subcontractors; the target was met by identifying the immediate areas of need and providing alternates for a long term sustainable and expandable HVAC system. This project was anticipated to last 24 months but was accomplished in 18 months by coordinating directly with the owner, taking advantage of down times when occupancy was at lower levels (fall, Christmas, spring, & summer breaks).



# David Crockett High School (Addition & Renovations) Jonesborough, Tennessee



# Emory & Henry College Student Village Emory, Virginia



Client: Emory & Henry College  
Location: 2430461 Garnand Drive  
Emory, Virginia 24327

J. A. Street Project Role: General Contractor  
New Construction  
Size: 8 dormitories (5,500 sf each) and a community building (10,821 sf)  
Completed: August – November 2018  
Contract Amount: \$10,906,582

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: Marcus Wilcox  
Superintendent: Avery Mullins

This project involved demolition of several residential structures, site grading and construction of 8 dormitories, a community building and parking lot. Two dorm structures have 13 suites each, others are townhouse-style and have 3 or 4 bedrooms. Buildings with suites have fiber cement siding and brick veneer. The townhouse buildings have brick veneer. The multilevel brick and pre-cast stone community building has lounges, laundry, fitness center, classrooms an apartment, and exterior patio with fire pit. All buildings feature columned porches and aluminum railings.



# Kingsport Center for Higher Education

## Kingsport, Tennessee



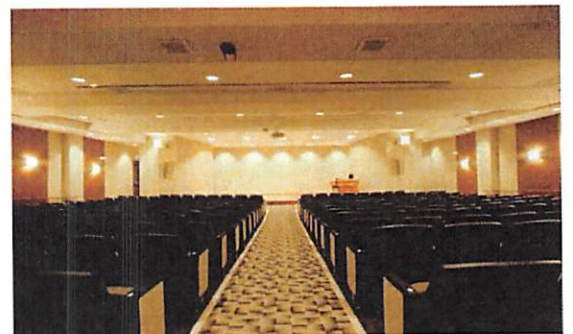
Client: City of Kingsport  
Location:  
300 W. Market Street  
Kingsport, TN 37660

J. A. Street & Associates Role: Construction Manager  
Size: 54,450 sf  
Completed: September 2009  
Contract Amount: \$9,814,532

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: David Mason

This project consisted of site work and construction of a higher education center housing six different colleges concentrating on healthcare with labs, lecture rooms and auditorium. Congressman Phil Roe also has a regional office at the facility.

This building is Certified LEED Silver.



# Northeast State Regional Center for Health Professionals Kingsport, Tennessee



Client: City of Kingsport

Location:

301 Louis Street 300 W. Market Street  
Kingsport, TN 37660

J. A. Street Project Role: Construction  
Manager

Size: 43,000 s.f.

Completion Date: July 2007

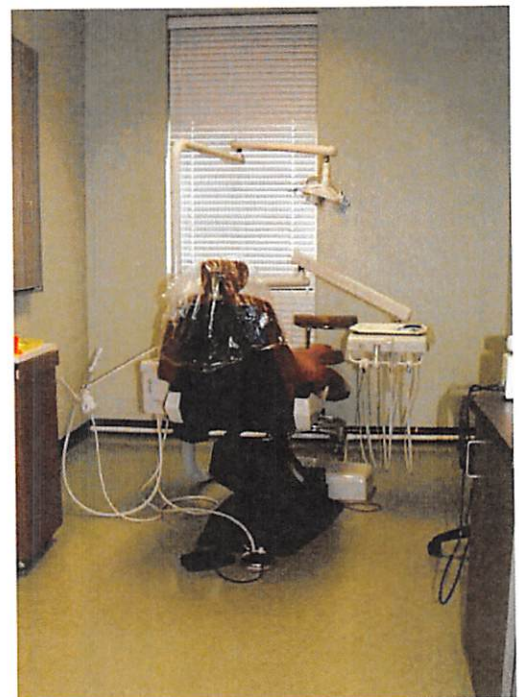
Contract Amount: \$4,229,427

Project Executive: Jim Street

Pre-Construction: Brian Poe

Project Manager: John Tomlinson

This project involved site work and design-build of a new Health Sciences building for Northeast State Community College in partnership with the City of Kingsport. The new building houses teaching labs and classrooms for dental, nursing and paramedic students.



# Northeast State Community College Humanities Blountville, Tennessee



Client: Tennessee Board of Regents  
Location:  
2425 Highway 75  
Blountville, Tennessee 37617

J. A. Street Project Role: General Contractor  
New Construction  
Size: 79,446sf  
Completed: September 2007  
Contract Amount: \$14,170,923

Project Executive: Jim Street  
Pre-Construction: Brian Poe  
Project Manager: Donald Osborne  
Superintendent: Avery Mullins

The scope of work consisted of site work and construction of a new Humanities Building equipped with numerous classrooms and demonstration areas and a state of the art Performing Arts Center with auditorium seating for 163. The classroom wing of the building features a clerestory monumental stairwell.

Client Contact: Dennis Smalley (865-981-5376)  
dsmalley@tbr.edu



# SWVCC Learning Resource Center Cedar Bluff, Virginia



Client: Virginia Communities College System  
Location:  
669 Community College Road  
Cedar Bluff, Virginia

J. A. Street & Associates Role: Construction Manager  
Size: 54,743 sf  
Completed:  
Contract Amount: \$10,706,929

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Jeremy Fields  
Superintendent: Roger Alley

This facility utilized poured-in-place walls and includes a 15,000 library, classrooms, computer labs, TV broadcast facilities, and administrative support space. The design featured areas without ceilings that required special coordination between disciplines to achieve the required aesthetic. This project was administered by the State Building Commissioner.





This project was extremely complex to execute as it presented many obstacles to overcome:

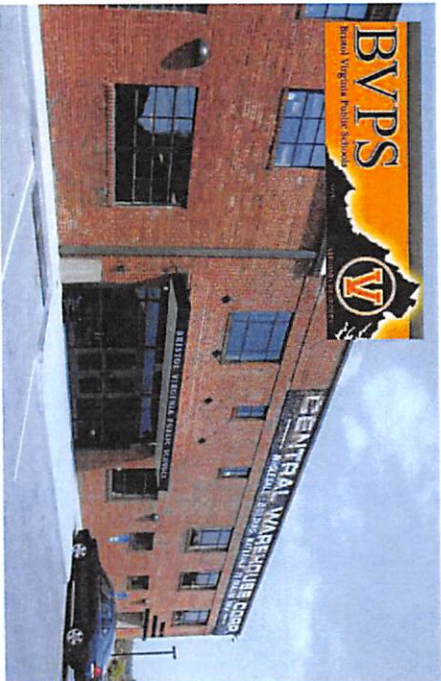
- Severe topographic issues
- Poor soils resulting in an undercut foundation
- Supply delivery through student parking lot
- A complex elevator system
- Proximity to other buildings
- Presence of student during construction



J. A. Street & Associates completed a second project on site while working on the Learning Center. Soil removal from this project was used as fill for the maintenance facility. Not only were the soils an issue, the topography on this campus is such that an elevator system is used to provide safe student movement between buildings. This is a very compact campus with little room to relocate things like parking temporarily. Because of this, supplies were delivered through an in-use student parking lot. As the project progressed, it was necessary to move the job site trailer to a student pedestrian area as there was no other functional location. Construction crews daily performed their jobs and shared pedestrian areas with students for the two-year duration of the project.



# Bristol Virginia School Board Bristol, Virginia

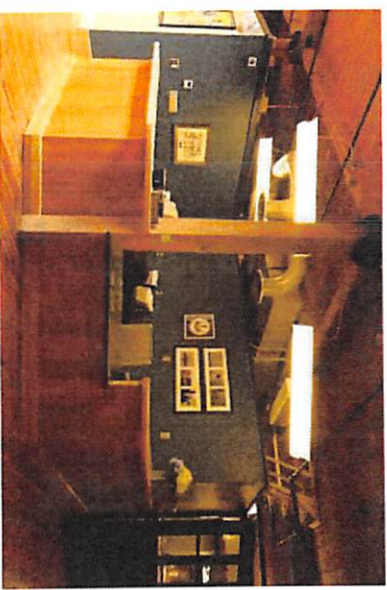
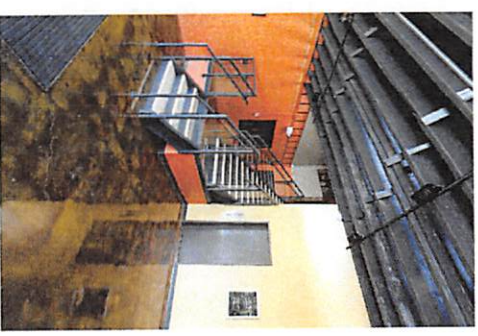


Client: Bristol Virginia School Board  
Location:  
Lee Street  
Bristol, Virginia

J. A. Street Role:  
Size: 37,800 sf  
Completed: 2012  
Contract Amount: \$2,988,000

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Marcus Wilcox

Historic renovation of former Bristol Supply building located in Bristol, Virginia. Project consisted of extensive restoration and improvements to the existing structure and building envelope required to meet the needs to serve as the Central Office for the City of Bristol Schools. Over 28,000sf of this building is now being utilized as assembly and office space with appeal of the 1940's structure accenting the modern necessities required to facilitate the needs of the multiple divisions housed within the building. This 3M project was completed in 10 months creating an inviting yet nostalgic new home for Bristol, Virginia School Administrators.



# Sullins Academy Bristol, Virginia



Client: Sullins Academy  
Location:  
22218 Sullins Academy Drive  
Bristol, Virginia

J. A. Street Project Role: General  
Contractor  
Completion Date: 2007  
Contract Value: \$1,021,876

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe

Sullins Academy is situated on a 32-acre campus in Bristol, Virginia that includes outdoor playing fields a spacious playground, a stream for environmental studies and remaining areas for possible future development. Inside, the gymnasium boasts a climbing wall and stadium seating. Each classroom is equipped with a large flat screen television, Apple computer and access to iPads and iPods. There is also a science lab for middle school instruction.



# Dickenson Center for Education & Research

## Clintwood, Virginia



Client: Dickenson County IDA  
Location:  
818 Happy Valley Drive  
Clintwood, VA

J.A. Street Project Role: Construction Manager  
Size: 61,000 sf  
Completed: August 2009  
Project Cost: \$3,685,110

Project Executive: Jim Street  
Pre-Construction Manager: Brian Poe  
Project Manager: Kim Hodge

Scope: Convert existing warehouse space into a continuing education facility. The project also included construction of new entrance towers and new exterior finishes. Interior space consists of Science and Chemistry labs, Computer labs, Distance Learning classrooms, Nursing, Industrial Training classrooms with student showers and a conference area. Approximately 7,000 sf was left as warehouse space and will be built-out as needed.

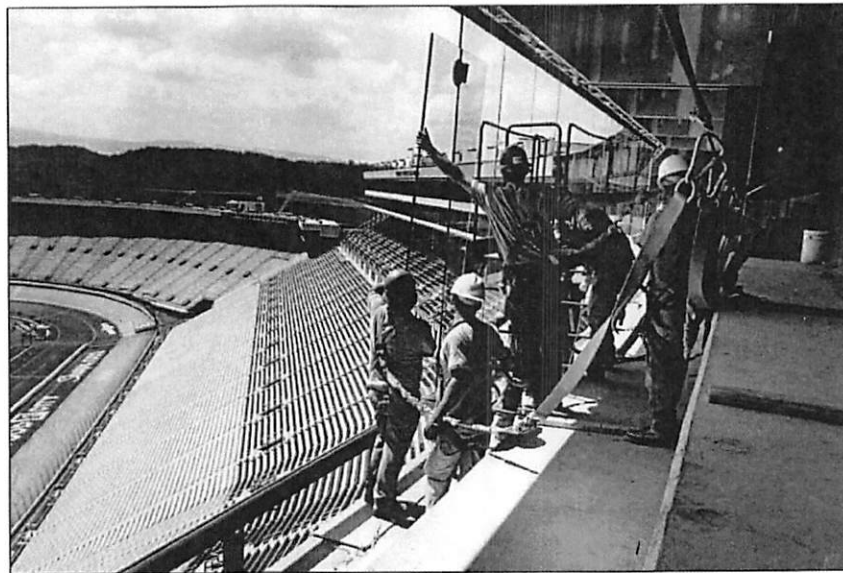


## QUALITY ASSURANCE

**J.A. Street & Associates, Inc.** strives to achieve excellence in all our work. From the planning stage through completion of the project, we manage details to ensure the highest level of quality by employing five major components of Quality Assurance:

1. **Planning:** Develop and organize a plan to maximize efficiency and quality.
2. **Management:** Consistently encourage high-quality workmanship by providing a stable, clean, safe environment in which to work.
3. **Communication:** Develop an open communication among team members and process all information in a timely manner.
4. **Techniques:** Constantly implement and improve on efficient methods for the construction process.
5. **Accuracy:** Do it right the first time.

**J.A. Street & Associates, Inc.'s** approach to ensuring quality begins with our people. Management personnel are responsible for providing a quality product. It is their responsibility to understand **J.A. Street & Associates, Inc.'s** role in achieving the Owner's objectives and to establish and implement the plan required to efficiently achieve these objectives.



### Procedures

#### **Pre-Construction**

- Meet with Owner and Project Team to establish quality goals for the project.
- Review plans and specifications for constructability and conformance with design criteria, applicable codes and completeness.
- Evaluate material selections for appropriateness to the intended use. Determine if substitute materials are available to meet form and function requirements at better value to the project and at better life cycle costs.
- Pre-qualify subcontractors, vendors and suppliers for work on the project. Evaluate past project performances and check references.

## Construction

- Review shop drawings and submittals for compliance with contract documents.
- Where appropriate, visit vendors and suppliers to ensure materials are manufactured to standards set by contract drawings.
- Check deliveries of materials for conformance to project specifications.
- Inspect all work in relation to workmanship and compliance with contract documents.
- Provide immediate notification of any non-conforming work and schedule corrective action.
- Monitor progress of all corrective work.
- With Owner, prepare and complete corrective action lists at substantial completion.
- Prepare and accomplish final inspections of the work for Owner acceptance.



**J.A. Street & Associates, Inc.**'s commitment to quality is well-known. We encourage you to check our references on current and completed projects.

## SAFETY PROGRAM

**J.A. Street & Associates, Inc.** is committed to Safety and to providing a safe working environment for all our associates, subcontractors, suppliers and consultants.

We employ a Safety Director whose chief responsibility is to implement all facets of our Safety Program from training to job site inspections, compliance with OSHA Standards and strict adherence to our Drug Policy. Our current Tennessee Workers Compensation MOD is .84. This results in lower labor costs for the Owner as well as indicating the commitment of **J.A. Street & Associates, Inc.** to safety.

### **Commitment**

**J.A. Street & Associates, Inc.** has a commitment to a comprehensive Proactive safety program. This is achieved by utilizing a total team effort with the goal of providing the best possible working environment for employees, subcontractors, vendors/suppliers and visitors to the job site.

### **Planning**

Safety starts with the design and planning of the project. **J.A. Street & Associates, Inc.** will consult with the Project Team to ensure that the design means and methods of the project will limit any unnecessary and dangerous construction activities.

**Safety Meetings** Weekly safety meetings are conducted at our job sites to discuss any problems which may have occurred and recommended action plans to ensure a safe job site.

**Superintendent** On the job site the Superintendent is responsible for emphasizing safety to all employees and subcontractors. All employees are required to attend weekly safety meetings in which safety precautions and OSHA regulations are stressed. The Superintendent and his foreman continually monitor the job site for safety violations and potential safety hazards.

**Hiring** All new employees with **J.A. Street & Associates, Inc.** are required to read the Company's Safety Manual and indicate by signature that this has been accomplished prior to starting work.

The Safety Manual for **J.A. Street & Associates, Inc.** is provided to each project Superintendent.

### Drug Policy

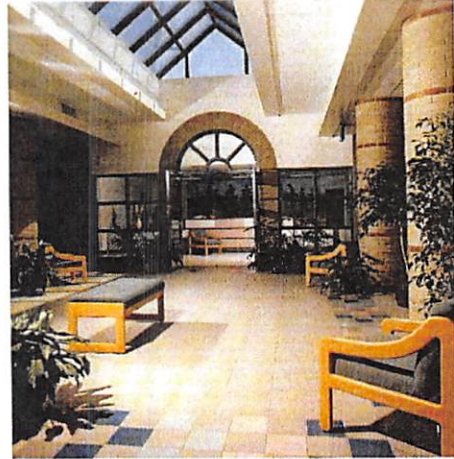
**J.A. Street & Associates, Inc.** adheres to a substance abuse and drug/alcohol testing policy which prohibits the use, possession, selling, distribution or transportation of illegal drugs, alcohol or other substances which are not being taken in accordance with a prescription, on company premises or on company job sites.

We require drug/alcohol testing for all applications for employment, at post-accident times, for reasonable suspicion, and on a random basis. Our policy is applied across the board and strictly adhered to. This requirement is part of our overall Safety Program and the policies and procedures are included in our Safety Manual.



## QUALIFICATIONS & EXPERIENCE:

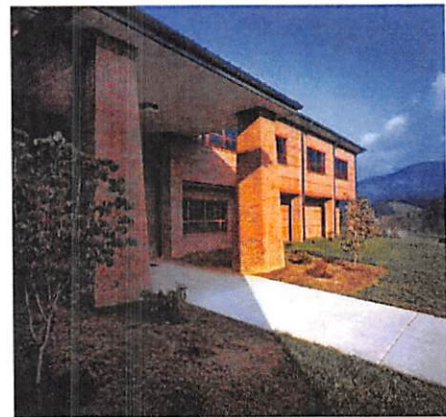
Founded in 1912 and now led by Anthony K. Street, President, with the support of a talented, experienced support team, **Beeson, Lusk & Street, Inc. Architects** have provided award-winning design to meet the challenges of technological advances, growing communities and shifting enrollments. Since the firm's inception, educational design has been a focus. Having performed over 5,000 projects in the last 106 years, over 50% of these projects have been educationally related. **Beeson, Lusk and Street's** history of work in school design is unsurpassed in the southwest Virginia and Northeast Tennessee Region. Our clients enjoy working with a design team that understands, relates and values the quality, durability and functional economy required for a school facility in the Southwest Virginia region.



*The Entry at Woodland Elementary School is alive with natural light, color*

## PROJECT APPROACH:

**Beeson, Lusk and Street's** project approach emphasizes participation by various user groups. Administration, Teachers, Maintenance, and Community groups, as selected by the school system, are invited to interview/work sessions to determine the desires, experiences (what has worked and what has not), needs, expectations and dream of each group. **Beeson, Lusk and Street** will utilize the information from these interview sessions to develop a space planning program. This program will be an important document which will define, in general, what will be included in the new facility. From this early design exercise, the course for a new facility, which is tailored to the needs, character and spirit of the school system and community will begin to take shape. As the design is developed, durability, aesthetics, technological infrastructure, teaching efficiencies, lighting, heating and cooling and all the details required for an enhanced learning environment will be developed.



*Cloudland Elementary School had to be replaced due to the flood of 1998. Beeson, Lusk & Street assisted with finding a site that was accessible and well out of the flood plain.*



# BLS TEAM

**Anthony K. Street**, president of BLS Architects, has been with the firm for thirty-nine years. Previously, he was with firms in Knoxville, and Nashville, TN for six years. At BLS, Street is responsible for the firm's overall direction including design, project management, project procurement and contract administration/negotiating. Street's experience is deep in education, government, and industrial design.

## **Education:**

B.S. Architecture  
University of TN, Knoxville

## **Registrations:**

Tennessee  
Virginia  
North Carolina

## **Organizations:**

American Institute of  
Architects  
National Council of  
Architecture  
Registration Boards  
Past President,  
Northeast TN Chapter,  
American Institute of  
Architects

## **Boards Served On:**

- 'The River' a Safe  
Place for Women
- Quest, Washington County  
School Foundation
- Boys and Girls Club
- Historical Zoning Board

**Educational** experience includes a new Kingsport Higher Educational Facility, Kingsport, TN, a new Unicoi County 6-8 Middle School, Unicoi County, TN, a new Ridgeview Pre K-8 Washington County, TN School, a new Indian Trail Middle School, and a new Woodland Elementary School for Johnson City, TN, a new Hampton K-8 School, Hampton, TN, a new Cloudland Elementary School, Roan Mountain, TN, and a new Greenlee Primary School, Mitchell County, NC. Master planning and facility assessment studies have been performed for Kingsport City Schools, Sullivan County TN Schools, Washington County TN Schools, Unicoi County TN Schools, and Carter County TN Schools. Mr. Street was Associate Architect for the new Bristol, TN. Public Library.

**Renovation** projects include additions and renovations to Science Hill High School, an auditorium and classroom addition to Indian Trail Middle School, Johnson City, TN, six classroom addition to Cloudland High School, Roan Mountain, TN, chemistry and math classroom expansion to Unaka High School, Carter County, TN, classroom additions to Central Elementary School, new auxiliary gymnasium addition to Happy Valley Elementary School, a new media center and classroom additions to Gouge Elementary, Tipton Hill Elementary and Buldean Elementary Schools, Mitchell County, NC.

**Additional renovations** include the Avery County Courthouse, renovations and additions to the Avery County Jail Annex building, Newland, NC, a new Mitchell County Courthouse, Day Care and Social Services Facilities for Mitchell County, NC, renovations to the Washington County Courthouse, additions to the Unicoi County Jail and Courthouse Annex, and additions to the Carter County Courthouse, Elizabethton, TN.

On the **industrial** side, Mr. Street designed a new manufacturing facility for Harris-Tarkett in Johnson City, TN, and a new manufacturing facility for Jarl Extrusions, New Hampshire, numerous additions and renovations to Snap-On Tools Corporation, Elizabethton, TN, and numerous projects for Nuclear Fuel Services, Erwin, TN.



# BLS TEAM



## Education:

B.S. Architecture  
University of TN,  
Knoxville

M.S. Civil Engineering,  
University of TN,  
Knoxville

## Organizations:

National Council of  
Architecture  
Registration Boards

**Daniel C. Jackson**, through his thirty-one years of experience at BLS, offers clients solid architectural and engineering skills. He has proven his ability to blend architecture and engineering into real, economical design solutions.

Mr. Jackson has provided project coordinator skills on many complex BLS projects including the new Boones Creek PreK-8 School, Washington County, Tn, a new Scott County Sports Complex, ADA renovations to Wise Primary and J.J. Kelly High Schools, Wise, VA, a new elevator addition to J.J. Kelly High School, Wise, VA, a new elevator addition to Shoemaker Elementary, Scott County, VA, cafeteria addition to Nickelsville Elementary School, Scott County, VA, a new elevator addition to St. Paul High School, Wise, VA, additions to Ervinton Elementary School and additions to Sandlick Elementary, Dickenson County, VA.

Other **educational projects** includes a new Woodland Elementary School, Johnson City, TN, a new Indian Trail Middle School, Johnson City, TN, a new auditorium and classroom addition to Indian Trail Middle School, Johnson City, TN, a new Unicoi County 6 - 8 Middle School, a new Ridgeview PreK - 8 School, Washington County, TN, a new Cloudland Elementary, a six classroom addition to Cloudland High, Roan Mountain, TN, a new Hampton K - 8 School, Hampton, TN, classroom addition to Central Elementary School, Carter County, TN, a new auxiliary gymnasium addition to Happy Valley Elementary School, a new band room addition to Cloudland High and Hampton High Schools, a new elevator addition to Hampton High School, Carter County, TN, and numerous re-roofing projects for Carter County School System, Carter county, TN, renovations to Rogersville City School, a new stadium and field house for Burke-Toney Stadium, additions and alterations to three Hamblen County Schools, Morristown, TN, and additions and alterations to West View Elementary School, additions and alterations to Sulphur Springs Elementary School, Washington County, TN.

Mr. Jackson also played a major role in the construction technology and contract administration for the new Memorial Park Community Center, Johnson City, TN, Cardinal Park Outfield Fence and Lighting, office and manufacturing addition to Snap-On Tools Corp., Elizabethton, TN, a renovation of Building 340 for Nuclear Fuel Services, Erwin, TN, renovations to the Main Office for Elizabethton Federal Savings Bank, Elizabethton, TN, a new Elizabethton Federal Savings Branch Bank Facility, Johnson City, TN, a new Sanctuary addition to Grace Baptist Church, Elizabethton, TN, additions and renovations to the First Christian Church, Johnson City, TN, a new Grounds/Maintenance Building for the Veterans Administration, Mountain Home, TN, VA/VETSU Medical School Consolidation, a new Energy Systems Building, re-roofing of Building 200, a Kitchen Consolidation for Building 160, and a new 600 Bed Domiciliary project for the Veterans Administration at Mountain Home, TN.

# PRIS TEAM



## **Education:**

B.S. Civil Engineering  
University of TN,  
Knoxville

Environmental  
Engineering,  
Business Administration

## **Registrations:**

Tennessee

## **Organizations:**

American Society of  
Civil Engineers

**Robert Tester**, through his years of experience with Beeson, Lusk & Street, offers clients solid engineering design.

Mr. Tester has provided engineering expertise on many projects for Beeson, Lusk & Street. Educational projects include a new Unicoi County 6-8 Middle School, Unicoi County, TN, a new Ridgeview PreK-8 Washington County, TN School, structural design for the mechanical room addition to Gray Elementary School, Washington County, TN. Renovations to an existing 4,600 square foot Bowman Middle School, Mitchell County, NC, Mitchell County High and Harris Middle schools sidewalks and ramp addition, Mitchell County, NC, a gymnasium and classroom addition to Duffield Elementary School, Scott County, VA. Numerous school for projects for Hawkins County, TN which consists of a new combined Clinch K-12 School, additions to Church Hill Middle, a new Church Hill 5-6 School, a classroom addition to St. Clair Elementary School, additions to Bulls Gap Elementary and Middle School, additions to Cherokee High School and Volunteer High School and additions to Dryden Primary School, Lee County, VA.

Other projects include a new Milligan College Convocation Center, Milligan College, TN, a new Carver Recreational Center, Johnson City, TN, a new entrance to the Johnson City Municipal Building, structural design for a network of steel mezzanines for Framatome ANP, Inc., Erwin, TN, Civil and structural design for an addition to the Unicoi County Health Department, Erwin, TN, structural design for a major addition to the Avery County Courthouse, Newland, NC, and structural design for a new building for the South Elizabethton Utility District, Elizabethton, TN, a new branch banking facility for Elizabethton Federal Savings Bank, Mountain City, TN, renovations to the main office of Elizabethton Federal Savings Bank, Elizabethton, TN, and a new main office for Johnson City Federal Credit Union, Johnson City, TN.



# ERIS TEAM

**HAROLD DAMRON, P.E.**

**ELECTRICAL ENGINEER**

**VREELAND ENGINEERS, INC.**

**Education:**

Bachelor of Electrical  
Engineering  
University of TN,  
Knoxville

**Registrations:**

Professional Engineer –  
Tennessee  
Virginia  
North Carolina

Wisconsin

Missouri

Illinois

New Jersey

Ohio

Maryland

Louisiana

Michigan

Washington

California

West Virginia

**Organizations:**

National Society of  
Professional Engineers

IEEE

**Harold Damron** has 32 years of experience in electrical design and construction administration for projects such as office buildings, sports facilities, schools, hospitals, and motels. After acting as Engineer-in-Training under both Fred Vreeland and Charles Luttrell, Harold assumed responsible charge in 1992. Harold is Vice President of the firm.

Performed electrical design for numerous K-12 facilities, including new construction projects, addition/renovation projects, and major/minor renovation projects throughout career at Vreeland Engineers. In East Tennessee school systems served include Blount County, Loudon County, Carter County, Unicoi County, Hawkins County, Washington County, Sullivan County, Hamblen County, Jefferson County, Knox County, Claiborne County, Greene County, Cocke County, Sevier County, Grainger County, Alcoa City, Maryville City, Greeneville City, Kingsport City, and Johnson City. In North Carolina school systems served include Clay County, Cherokee County, Graham County, Swain County, Macon County, Jackson County, Madison County, Buncombe County, Henderson County, Mitchell County, Avery County, Surry County, and Cherokee Central Schools. In Virginia school systems served include Washington County, Lee County, Scott County, Wise County, Dickenson County, and Buchanan County. In Kentucky school systems served include Letcher County, Harlan County, Pike County and Bell County.

Significant office projects include the General Shale Corporate Office Building, Johnson City, TN; the Holston Medical Group Data Center and Medical Office Building, Duffield, VA; and the Home & Garden Television (HGTV) Office and Studio, Knoxville. Other projects include the new Power Generation Shelter for the Tennessee Air National Guard, Alcoa, TN; Cherokee K-12 School, Cherokee, NC; the Hawkins County Jail/Courthouse in Hawkins County, TN; and several electrical upgrade projects at Tennessee Technological University, Cookeville, TN.

# ERIS TEAM

**RONALD W. DONAHUE**

**Engineering Services Group, Inc.,**

**President / Fire Protection / Plumbing Designer**



### **Education**

Certified in Mechanical Drafting and Design Technology, Knoxville Technical Center

United States Air Force School of Graphics

Community College of the Air Force Civil Engineering

### **Certifications**

HVAC Design Certification from Carrier Corporation

Pumping Systems Design Certification from Bell and Gossett

### **Affiliations**

N.F.P.A.

Knoxville Board of Education Advisory Committee for Vocational Education

American Society of Plumbing Engineers, Charter Member

Tennessee Air National Guard - Retired  
Engineering Technician  
134<sup>th</sup> Civil Engineering Squadron

**Ronald W. Donahue** is a firm principal and head of the Fire Protection and Plumbing Department. He brings Engineering Services Group more than over 36 years of design experience in plumbing, fire protection, pumping systems, sub-surface sewage disposal, site utilities, and storm drainage. Mr. Donahue has design experience for a variety of projects including educational facilities, industrial and warehouse facilities, military facilities, office buildings, dormitories and retail. Mr. Donahue has served as project manager and lead designer for all ESG projects in Western North Carolina and Upper East Tennessee. Mr. Donahue has experience on several hundred school projects throughout Tennessee and North Carolina.

### **Role on this Project**

Mr. Donahue would serve as Lead Plumbing and Fire Protection Designer for the project.

### **Partial Relative Project Experience Includes:**

Unicoi County Middle School	Gladeville Middle School
Boones Creek Middle School	Hardin Valley Academy
Brickey McCloud Elementary School	Hardin Valley Middle School
Carter Elementary School	Karns Primary and Intern. School
Cedar Bluff Primary School	L & N STEM Academy
Cherokee Ravensford K-12 School	Northshore Elementary School
Coulter Grove Middle School	Ridgedale Elementary School
Dogwood Elementary School	Sevier County Middle School
Gibbs Elementary School	Shouns - Neva Middle School
Gibbs Middle School	Webb Lower School

# ERLS TEAM

**JEFFREY R. (RUSTY) WHILLOCK, PE**

**Engineering Services Group, Inc.,**

**President / Mechanical Engineer**



#### **Education**

B.S., Mechanical Engineering,  
University of Tennessee, 1994

#### **Registrations**

Registered in TN, AL, GA, KY,  
NC, SC, and VA

#### **Memberships**

American Society of Heating,  
Refrigeration and Air  
Conditioning Engineers  
(ASHRAE)

American Society of  
Mechanical Engineers  
(ASME)

**Jeffery R. (Rusty) Whillock** has 24 years experience in designing, pricing and supervising the installation of commercial, industrial and institutional mechanical systems. Types of facilities include educational facilities, office buildings, government buildings, warehouse distribution centers, industrial manufacturing, and healthcare facilities. Mr. Whillock has designed various types of mechanical systems including: Two-pipe and four pipe hydronic systems, water source heat pumps systems, rooftop air unit systems (i.e. constant volume, vav, vvt), split system air unit systems, fresh air systems and geothermal heat pump systems. Mr. Whillock has been the engineer of record for numerous educational facilities throughout Tennessee and North Carolina.

#### **Role on this Project**

Mr. Whillock would serve as Principal in Charge at Engineering Services Group, Inc., as well as overall project manager.

#### **Partial Relative Project Experience Includes:**

Unicoi County Middle School	Jefferson Middle School
Boones Creek Middle School	L & N STEM Academy
Carpenters Elementary School	Maryville Middle School
Carter Elementary School	Maury Middle School
Cedar Bluff Primary School	Mt. Horeb Elementary School
Cherokee Ravensford K-12 School	Northshore Elementary School
Coulter Grove Middle School	Philadelphia Elementary School
Gibbs Elementary School	Prescott Pre-K-8 School
Gibbs Middle School	Sevier County Middle School
Gladeville Middle School	Shouns - Neva Middle School
Hardin Valley Academy	Upperman Middle School
Hardin Valley Middle School	Webb Lower School
Heritage Middle School	



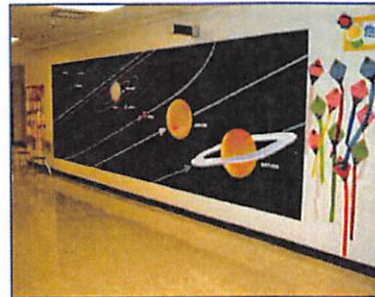
## Woodland Elementary School Johnson City, TN

### Project Experience

**Woodland Elementary**, the first school completed in a 40 million dollar building program, set the tone and standard for a system-wide upgrade.

The Woodland design features arched entrance and windows, spacious student lobby with original sculpture, and the attractive fit of the building into its residential setting. Woodland was selected as a School of the Year by the Tennessee School Board Association for its appeal to students, faculty and community.

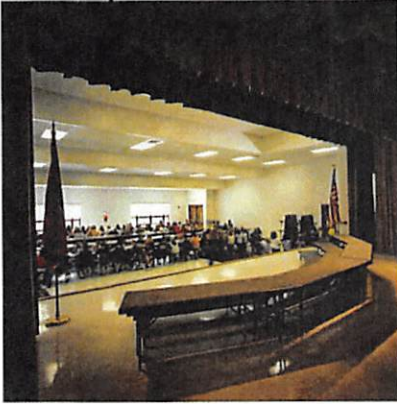
*First Place Winner,  
School of the Year  
Tennessee School Board Association*



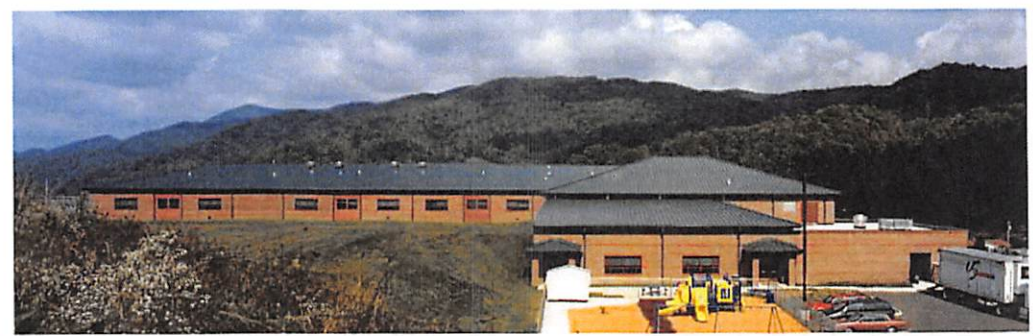
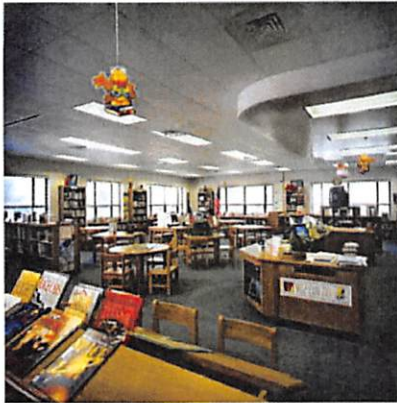


## Cloudland Elementary School Roan Mountain, TN

### Project Experience



**Cloudland Elementary School (K-6)** was programmed and designed as a replacement school necessitated by flood damage suffered by the community in January 1998. The new 400 student school, wrapped around a hillside, is a two-story structure, which minimizes building footprint. Classrooms are stacked and placed so that beautiful mountain views can be appreciated. The Media Center has a panoramic view to the north and the east. The common use activity-based areas are removed from the classrooms, allowing for quieter study and community access. The cafeteria, with a stepped ceiling, is a multipurpose space for dining and stage presentations. This technologically equipped school, utilizes geothermal heating and cooling. To make efficient use of the limited site area, the geothermal wells are located under the parking areas.





Project Experience

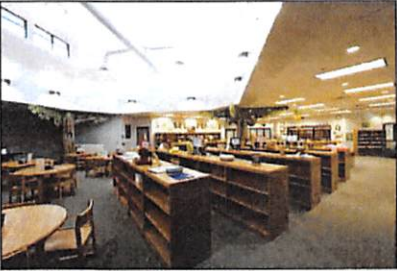
# Ridgeview Elementary School Washington County, TN

A new elementary school for **Washington County Schools** was required in order to relieve crowding at the elementary schools. The new elementary school was **programmed and designed** by Beeson, Lusk & Street, Architects.

Design was for a pre-kindergarten through eighth grade school to accommodate 810 students with no requirements for expansion. The school design created an informal privacy for the various age groups to be housed, creating a series of 'schools within a school'. A central area of common use spaces was developed to allow convenient student access. The school is comprehensive in its offering of arts, physical activity and special education and is to include opportunity for drama, music, art, and outdoor and indoor athletic spaces.

The school site, located near a state highway, but adjacent to a residential neighborhood, posed challenges in terms of an elevation difference of 35 feet between the site entry, building entry and athletic fields. An effort was made to maintain the residential feel of the neighborhood by forming terraced 'benches' for the building and athletic fields. A scaled down facility of sloped metal roofs, contrasting building masses and open exterior space create a sense of informal activity. Separate drives for bus and car traffic provide efficiency and additional safety for all students with ample stacking space for before and after school traffic. Geo-thermal wells for the heating and cooling system are located beneath the football/soccer field. A 'four-plex' design of softball and baseball fields was developed for both school and community use.

**People's Choice Award  
New Elementary School Category  
Tennessee School Board Association**







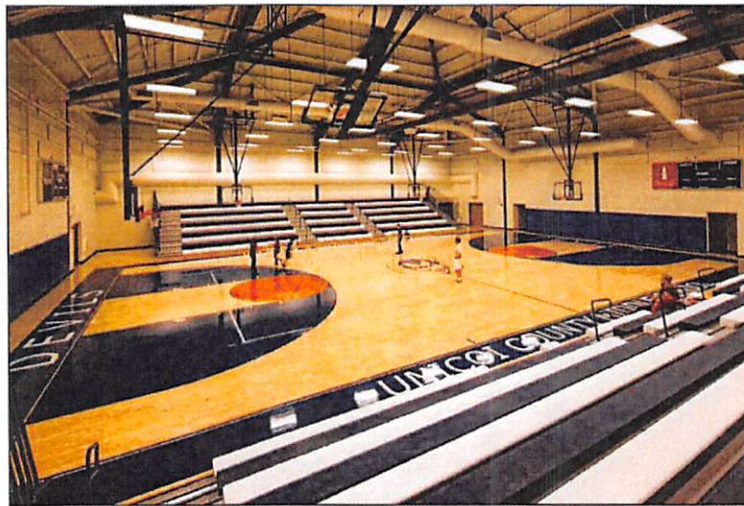
## Project Experience

# Unicoi Middle School Erwin, TN



A new middle school for **Unicoi County Schools** was required in order to move the eighth grade out of the high school and to relieve crowding at the elementary schools. Beeson, Lusk & Street, Architects **programmed and designed** the new school with respect to an adjacent residential neighborhood. The final design provides an appropriate sense of scale in relationship to nearby homes.

The 800-student school contains a pre-school component of five classrooms, an 800-seat gymnasium, art room, band room, chorus room, science and computer labs. The academic areas of the school are accessible to common use areas, with a gymnasium that can be utilized in the evenings after regular school hours. The building was designed to be durable, maintainable and energy efficient. BLS provided **contract administration** on the project, and worked closely with the owner and contractor on scheduling, to ensure that the project stayed on schedule and in budget.



Beeson Lusk & Street, Inc., Architects

## EDUCATION

### HAMPTON ELEMENTARY SCHOOL

**client:** Carter County, TN School Board

**project:** New construction, 86,180 square feet

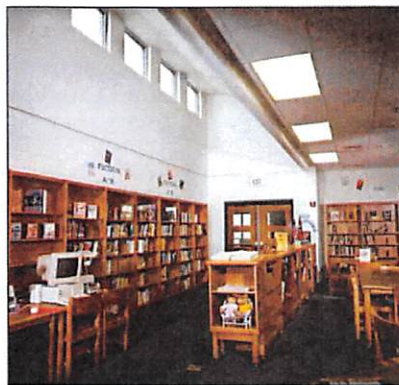
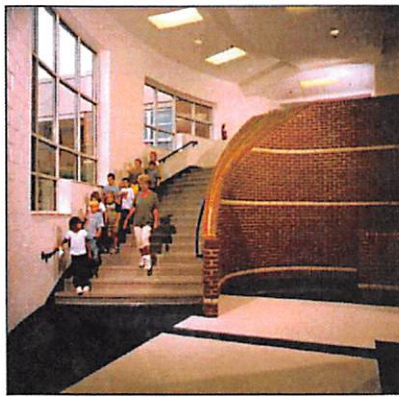
The design had to incorporate separate educational areas for K-5 and 6-8 students. The site contained three existing buildings: an elementary school, a vocational building converted to classrooms, and a special education building. The design allowed the old buildings to remain in use until the new facility was ready to be occupied.

The new school complex included a gym, 600-seat auditorium area, 24 classrooms, a computer center, a media center, eight special education rooms, kitchen/cafeteria, a music room, and enlarged playgrounds. The project was recognized for design excellence by the Tennessee School Board Association.



# South Central Elementary School Washington County, TN

## Project Experience



Beeson, Lusk & Street, Architects **programmed, designed** and provided **construction administration** for this 57,340 S.F. project.

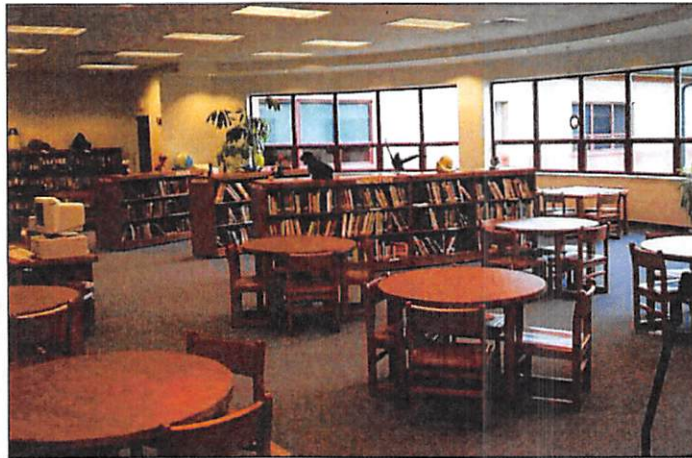
This design was a replacement facility for an existing, outdated building. The new facility included a 600-seat gymnasium with separation from the majority of the building for community and night time use. Also included was a Media Center, full service kitchen and cafeteria, art, music, and special education space. Due to the remote location of the facility, alternative heating and cooling designs were explored. The resulting system was geothermal heating and cooling, in an effort to reduce operational cost. The construction was phased due to budgetary constraints, and the geothermal system's flexibility worked well with the phasing requirements.



Project Experience

# Greenlee Primary School Mitchell County, NC

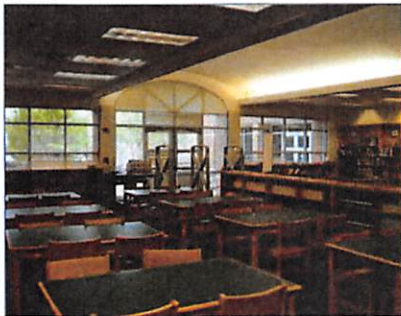
Beeson, Lusk & Street, Architects programmed and designed a new primary school for Mitchell County Schools, NC. Durable construction materials, including brick veneer, native stone veneer, metal roof panels and terrazzo flooring were incorporated for long-lasting durable design. Sitework and site drainage was extensive due to the confined location of the new building at the top of a sloping mountainside. The building construction was preformed within the budget, and was completed for use in time for the beginning of the school year.





## Indian Trail Middle School Johnson City, TN

### Project Experience



The challenge was to combine traditional values with the latest technological capabilities. The complex is wired from the ground up with cutting-edge technology that students will learn with and use in the workplace of the 21<sup>st</sup> Century. The overall design of the structure is reminiscent of schools designed by Beeson, Lusk & Street, Architects, and built in the early 20<sup>th</sup> Century in Johnson City. The light tower at the center of the entry, and an additional five skylights, provide natural light into the structure.





Project Experience

## Additions and Renovations to Ketron Elementary School Sullivan County, TN



Ketron Elementary School was a former high school and later an intermediate school for the county. The newly renovated masonry and steel structure, including new building additions, features a centrally located media center looking into a multi-story court and stair displaying STEM themed structural steel roof supports. The school has two dedicated project labs featuring configurable four student tables with sink pedestals, data and power connections, and can be used for in-school or broadcasted projects.

The STEM initiative purposefully utilizes technology that has been designed into every classroom, from whiteboards to wireless connectivity, giving the students access to mobile notebooks, interactive learning tables and classroom learning tools.

The Additions and renovations included new efficient geo-thermal heating and cooling design for the entire school. Cameras and secured entrances were incorporated into the design for overall security. Renovated gymnasium and dressing areas and a new playroom for the youngest children promote wellness. The school site included new football/ soccer field and track, new softball and baseball fields with multiple playground areas.



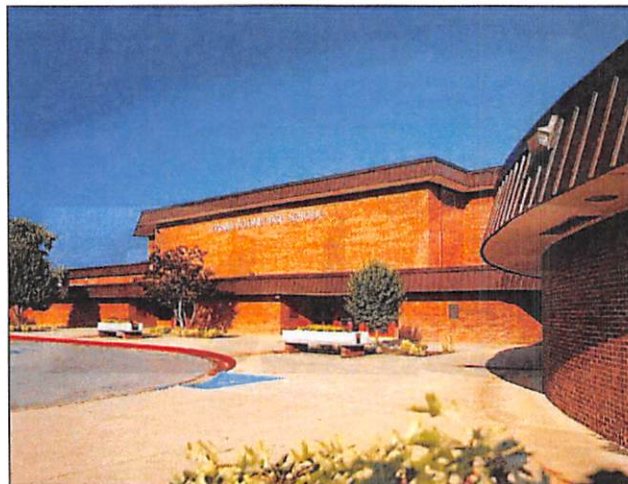


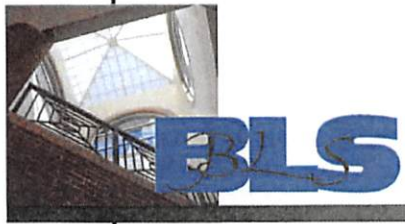
Project Experience

# Daniel Boone High School Washington County, TN

**Daniel Boone High School** was originally designed by Beeson, Lusk and Street, Architects in 1970. The school opened in the fall of 1971. BLS designed the renovation and upgrade of the HVAC system with a Geo-thermal closed loop system in 1998. Daniel Boone High School was the first school in Tennessee to utilize a geo-thermal system. In 2008, Beeson, Lusk and Street designed extensive renovations to the school with the addition of a new administration suite, new lighting, new lockers and finishes as well as the addition of a new Science wing and ROTC indoor drilling facility.

Beeson, Lusk & Street performed a **building evaluation** for the existing school that included **environmental, geotechnical, structural and space information**. Out of this assessment a program and budget were developed for consideration by the Board of Education. All information was presented to the **public** and upon acceptance by the County Commission the project was funded and constructed.





Project Experience

## Gymnasium Addition to Twin Springs High School Nickelsville, VA

Beeson, Lusk & Street, Architects designed a new gymnasium and dressing room/toilet addition for **Twin Springs High School**. Durable construction materials, including matching brick veneer, complement the existing building. Sitework and site drainage was extensive due to the confined location of the existing building against a sloping mountainside. The building construction was performed without disruption to the normal school schedule and was completed for use in time for the beginning of the school year.



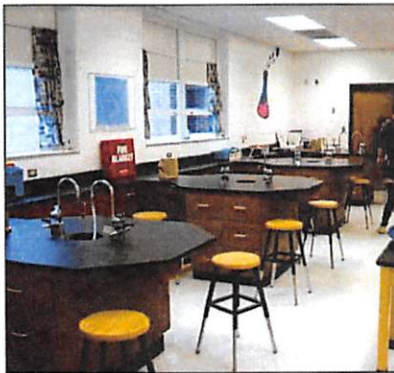




# Addition and Renovations to Unaka High School Carter County, TN

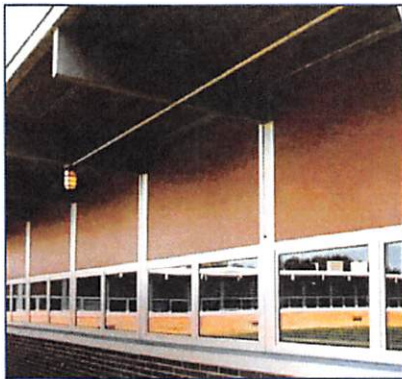
## Project Experience

Beeson, Lusk & Street, Architects have completed numerous projects at **Unaka High School**. The latest project included the addition of science classrooms, a new administrative suite, renovation of the existing toilets, window replacement, and installing new retractable bleachers in the gymnasium. BLS designed the addition so that interruptions to the school activities would be minimal. BLS provided **contract administration** on the project, and worked closely with the owner and contractor on scheduling to ensure that the project stayed on schedule and in budget.



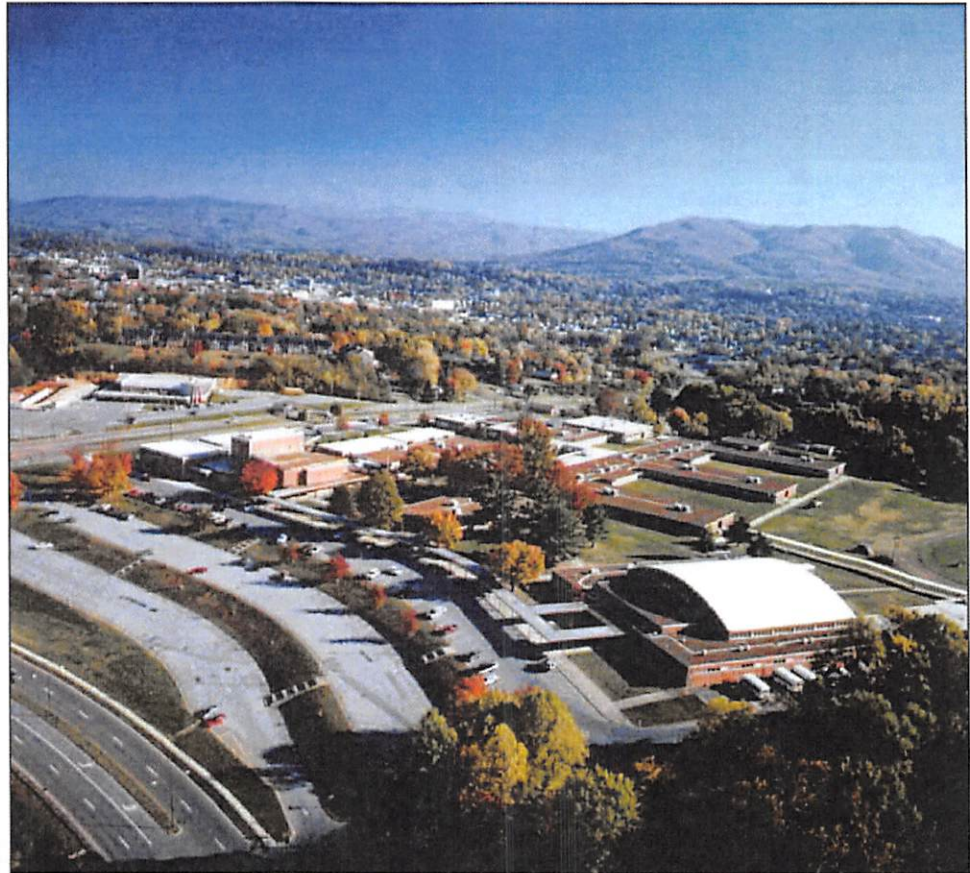


## Project Experience



# Additions and Renovations to Science Hill High School Johnson City, TN

Science Hill High School required expansion and renovation in order to accommodate the addition of 390 ninth grade students due to the introduction of the middle school concept into the Johnson City School System. Beeson, Lusk & Street, Architects **programmed and designed** the new twelve classroom addition required and expansion of the kitchen and cafeteria, purchase of new food service equipment, expansion of athletic dressing facilities, and total window replacement. The renovations included total replacement of the heating/air conditioning systems and correction of fire code deficiencies throughout the campus. The facility was designed to accommodate approximately 1400 students.



Beeson Lusk & Street, Inc., Architects

# PFIC CORPORATE BACKGROUND

PFIC is a nationwide developer that specializes in the privatized development and tax-exempt leaseback financing of facilities and infrastructure for cities, counties and states. Since 1969, PFIC and its parent organization, Tamkin Development Corporation, have completed over 200 public and private projects in 96 cities in 36 states.

As a partner in the development process, PFIC offers a full range of comprehensive services that satisfy every aspect of development from programming & planning to occupancy. We form a highly specialized team with the City, the District, community stakeholders, and our development team from the beginning of the planning process and remain in close contact throughout the entire project so that every step is anticipated, managed, and resolved in a professional manner. This team approach transfers the design, construction and financing risk from the public sector to private sector.

PFIC's tax-exempt leaseback financing programs are tailored to meet the needs of our clients. We structure our leases using tax-exempt rates that mirror the current rates at which our clients currently borrow. We provide funds to cover 100% of the project cost for up to 30-year terms and can base the annual payments on current revenues. We also provide short-term financing solutions structured around special use taxes, other revenues, or future bond issuances. Whether utilizing long-term or short-term leaseback financing, our programs expedite the development process, lock in today's low-interest rates, and allow construction to commence before costs continue to rise. In the event our clients choose to issue their own financing for the project, the PFIC team works hand in hand with the financing team to ensure all planning, design, construction, permits, and entitlements are prepared for the seamless issuance of funds.

During the planning phase of the project, we ensure that the project meets the programming needs of the City and School District while adhering to the budget requirements of the same. This is key to the successful completion of any project. We analyze the estimated construction cost of the project during various points of the planning process and determine resultant tax-exempt lease rates the City should expect to pay based on the current market conditions. This allows the City to modify the plans for the project to fit its budget.





## JEFFREY TAMKIN – PRESIDENT

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### BUSINESS CAREER

Mr. Tamkin is President and CEO of Tamkin Development Corporation and Public Facilities Investment Corporation, which are engaged in the development and financing of facilities, buildings and infrastructure. Since its establishment in 1969, Tamkin Development Corporation and Public Facilities Investment Corporation has developed and managed numerous industrial and commercial real estate development projects throughout the United States and Canada. These have ranged from 5,000 to 500,000 square feet and have included office buildings, business parks, shopping centers, and industrial buildings. Clients have included public entities and private corporations such as San Bernardino, CA, Palmdale, CA, Pitney Bowes, Inc., Wal-Mart Corporation, IBM, Dow-Corning, and Unisys Corporation completing over 200 projects in 96 cities in 36 states in the United States and Canada.

### EDUCATION

A.B., Princeton University, Princeton, New Jersey  
M.B.A., University of Southern California, Los Angeles, California

### CURRENT COMMUNITY INVOLVEMENT

Board of Directors, Economic Resources Corporation (a non-profit corporation that developed an Industrial Park in Watts to provide jobs for the unemployed)  
Board of Governors, Cedars-Sinai Medical Center  
Executive Committee, Fraternity of Friends, Music Center, County of Los Angeles  
Founder, Los Angeles Museum of Contemporary Art

### FORMER COMMUNITY INVOLVEMENT

Board of Trustees, Brentwood School  
Board of Trustees, Crossroads School  
Dean's Council, University of California, Los Angeles, School of Architecture and Urban Planning  
Board Member, USC Andrus School of Gerontology  
Sponsor of Los Angeles Business Council Outstanding Commercial Development Award  
Citizens Advisory Committee, 1984 Olympic Organizing Committee  
Board of Directors, Los Angeles Municipal Art Gallery  
Board of Trustees, Outward Bound  
Official Salaries Authority, City of Los Angeles  
Board of Directors, West Los Angeles Veloway  
Governing Board of the Intermodal Container  
Transfer Facility Joint Powers Authority, Port of Los Angeles

### MEMBER

American Public Works Association  
American Water Works Association  
International Council of Shopping Centers  
International Parking Institute  
National Association of Industrial and Office Parks  
Society of Industrial and Office Realtors  
Urban Land Institute

### MILITARY

Lieutenant j.g., United States Navy



KYLE HINES – VICE PRESIDENT

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Responsibilities

Kyle Hines manages PFIC's Dallas office and is responsible for coordinating the acquisition, development and financing of all project types for Tamkin Development Corporation and Public Facilities Investment Corporation. Public sector experience includes the nationwide development & financing of facilities for cities, counties, states, higher education, healthcare and public/private/charter K-12 clients. Private sector experience includes underwriting and sourcing investment properties including office, industrial, retail and multifamily projects.

Recent Project Development and Finance Experience

Western Sierra Collegiate Academy – Rocklin, CA

*An approximately 75,000 square foot Middle/High School facility for Rocklin Academy Charter School.*

McFarland, CA Joint-Use City Hall and Police Station – McFarland, CA

*A 15,000 renovation, expansion and modernization of McFarland's City Hall and Police Station.*

Putnam County Business Park - Palatka, FL

*A P3 development in conjunction with Putnam County, FL.*

North County Cemetery District, CA

*A P3 development and financing for a cemetery district in northern San Diego County.*

The Gardens at Wakefield Plantation – Raleigh, NC

*A 55+ Senior Living Facility acquired, owned and operated by Tamkin Development Corporation.*

Professional Experience

Tamkin Development Corporation / Public Facilities Investment Corporation

Los Angeles, CA

January 2006 to Present

Red Crayon Group

Grand Rapids, MI

November 2001 to December 2005

Education

Michigan State University – Bachelor of Arts with Honors

Telecommunications & Business Administration

Professional Memberships

Urban Land Institute

NAIOP

## *SELECTED PUBLIC-PRIVATE PARTNERSHIP EXPERIENCE*

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PFIC and its parent company, Tamkin Development Corporation, have developed, financed and leased-back over 200 public and private projects in 96 cities in 36 states. PFIC has extensive experience working with a wide variety of public and non-profit entities. PFIC's development and finance programs transfer the design, construction, financing and management risk from the public / non-profit entities to the private sector. Below is a partial list of projects that were public-private partnerships with cities, counties, redevelopment authorities or other non-profit entities. PFIC acted as the developer and/or provided financing for all projects.

### Western Sierra Collegiate Academy – Rocklin, CA

PFIC provided its design, build and finance solution for the development of this approximately 74,000 square foot educational facility in Rocklin, CA for Rocklin Academy, a non-profit charter school. Western Sierra Collegiate Academy is housed in a former call center facility that has been renovated to be used as a middle and high school. PFIC negotiated the purchase of the existing facility, managed the design and construction and provided funds for the building acquisition and construction.



### Palmdale Youth Library - Palmdale, CA

Working with the City of Palmdale and the Palmdale Redevelopment Agency, PFIC provided a design, build and finance solution to develop the new Palmdale Youth Library. PFIC ground leased the land from the City during design and construction. Upon completion of construction, the City chose to purchase the project from the public/private partnership and own the project outright.



### Putnam County Business Park - Palatka, FL

PFIC developed and financed the Putnam County Business Park in Palatka, FL working in conjunction with multiple public and non-profit entities including the City of Palatka, Putnam County and the Putnam County Chamber of Commerce. The Putnam County Business Park serves as an economic driver for Putnam County by providing commercial, industrial and logistical space to corporations wishing to locate in Putnam County.



### McFarland, CA City Hall and Police Station

PFIC is providing the City of McFarland, CA with a complete renovation, modernization, and expansion of its joint-use City Hall and Police Station facility. PFIC provided the funding for the approximately 15,000 square foot renovation project and is working with the City and its stakeholders to develop a programming and modernization plan to better serve the citizens of McFarland.



### Montrose County Sheriff's Department – Montrose, CO

PFIC has completed the initial programming and planning for the development of 64 new beds and 16 new infirmary and mental health beds at the Montrose County Sheriff's Department's Adult Jail Facility. The \$20 million expansion and renovation project is now in the design and construction phase.



## Menlo College – Atherton, CA

PFIC is working with Menlo College to develop both a faculty housing project as well as a student housing project on Menlo College's campus in the heart of Silicon Valley. Due to the high cost of living and tight housing market, it is imperative that Menlo provides its staff and students housing options that are affordable. PFIC is currently developing plans for this crucial project for the college's future.



### Other Public and Non-Profit Projects:

- North County Cemetery District  
Escondido, CA
- Brentwood School Auditorium & Science Center  
Los Angeles, CA
- Mendocino Coast Health Care District  
Fort Bragg, CA
- Intermodal Container Transfer Facility  
Long Beach, CA
- Social Security Building  
Temple, TX
- San Bernardino Redevelopment Agency  
San Bernardino, CA
- Fontana Redevelopment Agency  
Fontana, CA
- Laredo International Airport  
Laredo, TX
- Tacoma Redevelopment Agency  
Tacoma, WA
- Portland Redevelopment Agency  
Portland, OR





- c. For each firm or major subcontractor that will be utilized in the project, provide a statement listing all of the firm's prior projects and clients for the past 3 years and contact information for those clients, including names, addresses, and telephone number. If a firm has worked on more than 10 projects during this period, it may limit its prior project list to 10, but shall include all projects in similar scope and size to the proposed project and shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents which are in its possession evaluating the firm's performances during the preceding in terms of cost, quality, schedule maintenance, safety and other matters relevant to the successful project developments, operation, and completion.

Prior project experience contact information is included in the following pages. Please see each firm's detailed project sheets in the prior section for more information.

# JA STREET

## GENERAL CONTRACTORS

The J. A. Street & Associates team has a high level of experience in Construction Management with both new construction and renovation of educational buildings (both public and private). The following list illustrates educational buildings completed by JASA.

Project: Emory & Henry College Student Housing & Community Center Description: Construction of 8 dormitories and a community center Contact: David Kidd (276-944-6070)
Project: Emory & Henry College Band Room Description: Construction of a pre-engineered practice facility for the band Contact: David Kidd (276-944-6070)
Project: Morrison School (Bristol, Virginia) Description: Construction a new school and gymnasium Contact: Jamie Verderosa 276-669-2823
Project: East Side Elementary School (Elizabethton, Tennessee) Description: Construction of a one-story addition Contact: E. C. Alexander, Superintendent (423-547-8111)
Project: West Side Elementary School (Elizabethton, Tennessee) Description: Construction of a new school Contact: E. C. Alexander, Superintendent (423-547-8111)
Project: Bristol Virginia School Board Offices Description: Adaptive Reuse of Building Contact: Tammy Jones (276-821-5600)
Project: Mountain Mission School (Grundy, Virginia) Description: Construction of new educational building, gymnasium and remodeling of existing school building Contact: Chris Sloan (276-935-2954)
Project: John Adams Elementary School (Kingsport, Tennessee) Description: Construction of a new two-story elementary school with a gymnasium Contact- David Mason (423-229-9400)
Project: Grandview K-8 School (Washington County, Tennessee) Description: Construction of a new 98,000 square foot elementary school consisting of over 40 classrooms, commercial kitchen, library and gymnasium Contact: Phillip Patrick (423-753-1100)
Project: David Crocket High School (Washington County, Tennessee) Description: Construction of an addition (36,000 square feet) and interior remodeling (104,000 square feet) Contact: Phillip Patrick (423-753-1100)
Project: Kingsport Higher Education Center (Kingsport, Tennessee) Description: Construction of a new educational building Contact: Dennis Phillips (423-292-6449)

December 20, 2016

To Whom It May Concern:

During my ten years as Mayor of the City of Kingsport, Tennessee, I had the pleasure of working with J. A. Street & Associates on a variety of projects. One of the more notable was the redevelopment of an industrial site. The site was formerly occupied by a manufacturing facility which was razed to provide acreage in the downtown area for a grocery store. Without Jim's and the J. A. Street team's creativity and input, the project would never have materialized. Today, the site is occupied by a grocery store, farmer's market, carousel and office building. It is an extremely successful development that was well-received by the public because of the historic integrity that was maintained in the design.

It was also my pleasure to work with the J. A. Street & Associates team on many other projects including the following:

Riverview Community Center (\$1.3 million)  
V. O. Doby's Educational Center (\$6.5 million)  
Allied Health Building (\$4.2 million)  
Kingsport Higher Education Center (\$10 million)  
John Adams Elementary School (\$14.7 million)  
Meadowview Convention Center (\$14.5 million)

I'll be glad to discuss with you my experience working with the J. A. Street team. If you would like to do so, please call me at 423-292-6449.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Phillips". The signature is stylized with a large initial "D" and a cursive style.

Dennis Phillips  
City of Kingsport Mayor, 2005 - 2015

EMORY HENRY  
COLLEGE



March 28, 2017

To Whom it Concerns:

During my seven years working in Washington County, it has been my pleasure to work with J. A. Street & Associates on several projects. My first projects involved interaction as County Engineer and Building Official reviewing and inspecting construction. Currently as Director of Capital Design, Construction, and Project Management for Emory & Henry College I have taken the role of the client, ensuring quality of construction at a fair price while meeting both budget and schedules. The Street team is currently working at E&H College main Campus in Emory, Virginia. Our extensive \$13 million design/build project involves multiple residential halls and a community center to provide necessary living experiences to upper classmen prior to graduation. The time sensitive project includes energy efficient HVAC systems, fire alarm systems, CCTV systems, Data/AV systems, and elevator installations to ensure a higher quality of living, learning, and overall life style for our students.

I have found the J. A. Street team to be responsive and conscientious of our end goal and associated budget while understanding the importance of schedule for the new class year.

I'll be glad to discuss further my experience working with the J. A. Street team.

Sincerely,

A handwritten signature in cursive script that reads "David Kidd".

David M. Kidd PE  
Emory & Henry College  
dkidd@ehc.edu



K-VA-T Food Stores, Inc. | Corporate Support Center  
1 Food City Circle (24210) | PO Box 1158 | Abingdon, VA 24212  
276.623.5100

April 17, 2018

Keith Perrigan  
Superintendent  
Bristol Virginia Public Schools  
200 Lee Street  
Bristol, VA 24201

Dear Superintendent Perrigan,

I recently learned of your exciting new elementary school project. This will certainly will be a great addition to Bristol, VA and the surrounding area.

Our company has enjoyed a successful partnership with the J. A. Street team for more than 30 years on over 100 stores, all of which have been contracted by way of a handshake. They also built our new, modern state-of-the-art corporate headquarters in Abingdon, VA.

Their expertise and pride are evident in the quality of their work. We have always been very pleased with the value they deliver as well. Our office complex is equal to or greater than those of our national peers, yet the construction costs were significantly lower. They consistently maintain high levels of quality and value in delivering their services. We share these principles as a common bond, as our customers rely on the same level of service and value from our retail supermarkets.

I would certainly recommend that you request the same management team that directed our office project. Jim Street, Brian Poe and Marcus Wilcox are outstanding individuals who work together seamlessly. We have been extremely pleased with their efforts in managing the design and construction of our office complex, and I highly recommend them as your partner to ensure the success of your elementary school project.

Sincerely,

FOOD CITY

A blue ink signature of Steven C. Smith, written in a cursive style.

Steven C. Smith  
President & CEO



# ERIS REFERENCES

Name of Organization for  
Which Services Were Provided:

Project: **Woodland Elementary School**  
For: Johnson City Schools, TN

Project: **Indian Trail Middle School**  
For: Johnson City Schools, TN

Project: **Additions and Renovations to  
Science Hill High School**  
For: Johnson City Schools, TN

Name and Address of Contact Person:  
of Contact Person:

Dr. Steve Barnett, Superintendent  
Johnson City Schools  
100 East Maple Street  
Johnson City, TN 37601  
phone: 423.434.5200

Name of Organization for Which Services  
Were Provided:

Project: **Cloudland Elementary School**  
For: Carter County, TN Schools

Project: **Hampton Elementary School**  
For: Carter County, TN Schools

Project: **Additions and Renovations to  
Unaka High School**  
For: Carter County, TN Schools

Name and Address  
of Contact Person:

Dr. Kevin Ward, Director of Schools  
Carter County, TN Board of Education  
305 Academy Street  
Elizabethton, TN 37643  
Phone: 423.547.4000

# ERIS REFERENCES

Name of Organization for  
Which Services Were Provided:

Project: **New Ridgeview Pre K-8 School**  
For: Washington County, TN Schools

Project: **South Central Elementary School**  
For: Washington County, TN Schools

Project: **Daniel Boones High School**  
For: Washington County, TN Schools

Name and Address  
of Contact Person:

Mr. Phillip Patrick, Maintenance Supervisor,  
Washington County, TN Board of Education  
405 W. College Street  
Jonesborough, TN 37659  
Phone: 423.426.1169 or 423.753.1100

Name of Organization for  
Which Services Were Provided:

Project: **New Unicoi 6-8 School**  
For: Unicoi County School Board

Name and Address  
of Contact Person:

Mr. John English, Director of Schools  
Unicoi County Board of Education  
100 Nolichucky Avenue  
Erwin, TN 37650  
Telephone: 423.743.1600

# ERIS REFERENCES



**Name of Organization for Which Services  
Were Provided:**

**Project: Greelee Primary School  
For: Mitchell County, NC Schools**

**Name and Address  
of Contact Person:**

**Mr. Chad Calhoun, Superintendent  
Mitchell County Schools  
72 Ledger School Road  
Bakersville, NC 28705  
Phone: 828.766.2220**

**Name of Organization for Which Services  
Were Provided:**

**Project: Additions and Renovations to  
Ketron Primary School  
For: Sullivan County Schools, TN**

**Name and Address  
of Contact Person:**

**Ms. Evelyn Rafalowski, Director of Schools  
Sullivan County Department of Education  
154 Blountville Bypass  
P.O. Box 306  
Blountville, TN 37617  
Phone: 423-354-1000**

**Name of Organization for Which Services  
Were Provided:**

**Project: New Gymnasium for  
Twin Springs High School  
For: Sullivan County Schools, TN**

**Name and Address  
of Contact Person:**

**Mr. Robert Sallee, Supervisor of Maintenance  
340 East Jackson Street  
Gate City, VA 24251  
Phone 276.386.6118**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 104 Woodmont Blvd. Suite 400 Nashville TN 37205	<b>CONTACT NAME:</b> Judy Varr <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jvarr@risk-strategies.com
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> Travelers C&S & Surety CO AM 31194 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**INSURED** Beason, Lusk & Street, Inc., Architects  
 207 East Main Street, Suite 3c  
 P.O. Box 1909  
 Johnson City TN 37605-1909


**COVERAGES** **CERTIFICATE NUMBER:** CL1841161255 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBS (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		105268794	04/10/2018	04/10/2019	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New Bristol, Virginia Elementary School

<b>CERTIFICATE HOLDER</b>  City of Bristol, Virginia Schools attn: Dr. Keith Perrigan 200 Lee Street  Bristol VA 24201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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ACORD 25 (2018/03)

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d. Provided the names, prior experience, address, telephone numbers and email addresses of persons within the firm or consortium of firms who will be directly involved in the project or who may be contacted for further information.

J. A. Street & Associates  
245 Birch Street, Blountville, TN 37617  
Jim Street  
423-323-8017  
jastreet@jastreet.com

Beeson, Lusk & Street  
207 E. Main Street #3C, Johnson City, TN 37604  
Tony Street  
423-928-1175  
tstreet@blsaarch.com

PFIC  
11755 Wilshire Boulevard, Suite 2350, Los Angeles, CA 90025  
Jeffrey Tamkin  
310-575-9447  
Jeff@tankin.com



Cloudland Elementary



Ketron Elementary

e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.

The most recently audited financial statement is included in Volume II, Proprietary Information.

f. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq.).

There are no known persons with J. A. Street & Associates or with any of our partnering firms obligated to disqualify themselves due to conflicts of interest.



Woodland Elementary

- g. Identify proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.

J. A. Street & Associates self-performs concrete, steel erection and rough carpentry and maintains full-time employees to complete these functions. For those functions that necessitate the use of subcontractors, we maintain a database of over 3500 vendors in a variety of disciplines. Each of these firms is required to be pre-approved to ensure that the vendors are qualified to meet the requirements of the project design and resource demand. All subcontractors must provide references and have appropriate licensure and proof of workers comp insurance. New subcontractors are interviewed to further ensure adequacy to perform on our job sites. Vendors are required to commit to the project schedule prior to being awarded work and are encouraged to provide feedback on ways to improve the project schedule.

J. A. Street & Associates firm employs sound ethics and consistent payment which generates repeat business with both local and regional vendors and subcontractors. This results in vendors and subcontractors' attention to quality and schedule performance and better pricing. All subcontractors are paid within three days of J. A. Street & Associates receiving payment from Owner. Most importantly, subcontractors and suppliers are treated fairly.



East Side Elementary

**h. Identify the proposed plan for complying with Va. Code 22.1-296.1, if applicable, or explain why the requirements are inapplicable.**

*§ 22.1-296.1. Data on convictions for certain crimes and child abuse and neglect required; penalty. (As applicable to provision of contract services)*

*C. As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.*

*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 the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.*

*This subsection shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.*

No members of our team should be in the Van Pelt school building as part of this construction project. Thereby, minimizing any potential interaction with children.

All bid packages and prequalification criteria will include the requirement that any subcontractor or vendor shall adhere to the above regulation. All subcontractors and vendors must certify to J. A. Street & Associates that this requirement has been met or will be met before being eligible to bid on the project.

Visitors to the site must also adhere to the regulation. All visitors must check in with either the project manager or job superintendent before entering the job site. The Project Manager for this project has extensive experience with Virginia Department of Corrections projects which requires strict adherence to job site security and is accustomed to managing complex sites. The same strictness will apply to this site.

- i. For each firm or major subcontractor that will perform construction and/or design activities, provide the following information:
  - 1) A sworn statement by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.
  - 2) A statement that reviews all relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm, including but not limited to bonding capacities, insurance coverage and firm equipment. This statement shall also include a disclosure for the past three years of any of the following conduct by the firm or its principal shareholders:
    - a. Bankruptcy filings;
    - b. Liquidated damages;
    - c. Fines, assessments or penalties;
    - d. Judgments or awards in contract disputes;
    - e. Contract defaults or terminations;
    - f. License revocations, suspension, disciplinary actions;
    - g. Prior debarments or suspensions by a governmental entity;
    - h. Denial of prequalification, findings of non-responsibility;
    - i. Safety past performance data including fatality, incidents, "Experience Modification Rating," "Total Recordable Injury Rate," and "Total Lost Workday Incident Rate:"
    - j. Violations of any federal, state or local criminal or civil law;
    - k. Criminal indictments or investigations; and
    - l. Legal claims filed by or against the firm.

Please see the following pages for the requested information.



# JA STREET

## GENERAL CONTRACTORS

J. A. Street & Associates is not, nor have we ever been, debarred or suspended by any federal, state or local government entity.

All relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm included herein is true and accurate.

	2017	2016	2015
Bankruptcy filings	no	no	no
Liquidated damages	no	no	no
Fines, assessments or penalties	yes*	no	no
Judgments or awards in contract disputes	no	no	no
Contract defaults or terminations	no	no	no
License revocations, suspension, disciplinary actions	no	no	no
Prior debarments or suspensions by a governmental entity	no	no	no
Denial of prequalification, findings of non-responsibility	no	no	no
Safety past performance data including fatality, incidents	1	6	6
"Experience Modification Rating,"	0.77	.098	0.97
"Total Recordable Injury Rate,"	.9245	5.76	5.76
"Total Lost Workday Incident Rate:"	.9245	3.85	3.85
Violations of any federal, state or local criminal or civil law	no	no	no
Criminal indictments or investigations	no	no	no
Legal claims filed by or against the firm	no	no	no



Jim Street, CEO & Founder

J. A. Street & Associates

Date: 4/24/18

\*This fine was noted at "other than serious" and was assessed on a joint venture project. The total fine was \$2970. J. A. Street's portion was \$1485.

In the Tri-Cities since 1980

# Shafer Insurance Agency, Inc.

Regions Bank Building, Suite 206

4105 Fort Henry Drive

Kingsport, TN 37663

office 423.239.6235 or 423.929.9280

fax 423.239.9580

Shaferinsurance.com

December 28, 2017

Dr. Keith Perrigan, Superintendent  
Bristol Virginia City School Board  
200 Lee Street  
Bristol, VA 24201

RE: J. A. Street & Associates, Inc.

Dr. Perrigan,

We have handled the bonds needs of J. A. Street & Associates, Inc. for over 30 years. Bonding has been through Western Surety Company, a CNA Company. CNA's (Western Surety) is rated A (Excellent) by A. M. Best Company and A (Strong) by Standard & Poor's. In these tough economic times, many contractors have seen their bond capacity reduced at higher rates. J. A. Street & Associates, Inc. has recently had their bond rates reduced to the lowest CNA has to offer.

We have a bond program in excess of \$125,000,000 and are fully prepared to handle bonding for your project. J. A. Street & Associates, Inc. has an excellent reputation with owners, architects, subcontractors and suppliers in their trade area. I am sure you will be very pleased with the selection of J. A. Street & Associates, Inc. for your upcoming project.

Sincerely yours,



Aaron R. Jensen

ARJ/cs

Aaron Jensen  
Jason Tallent  
Andy Shafer  
Russ Townsend  
Bo Shafer  
Roger Gunn  
Alma Baker  
David Humphreys  
Bill Rowland  
Bill Wiesehuegel  
Lisa Helton  
Stacy Woodard  
Leslie Frazier  
Justin Baxter



In the Tri-Cities since 1980

# Shafer Insurance Agency, Inc.

Regions Bank Building, Suite 206  
4105 Fort Henry Drive  
Kingsport, TN 37663  
Office 423 239 6235 or 423 929 9280  
Office fax 423 239 9580  
State Insurance # 0000

December 28, 2017

Dr. Keith Perrigan, Superintendent  
Bristol Virginia City School Board  
200 Lee Street  
Bristol, VA 24201

RE: J. A. Street & Associates, Inc.

Dr. Perrigan,

This letter is to confirm that J. A. Street & Associates, Inc. is capable of providing insurance for this project in accordance with the requirements and general conditions. The workers compensation experience rating modifier for the last three years for J. A. Street & Associates, Inc. is as follows:

2017	0.77
2016	0.98
2015	0.97

Sincerely yours,



Aaron Jensen

AJ/cs



Aaron Jensen  
Jason Tallent  
Andy Shafer  
Russ Townsend  
Bo Shafer  
Roger Gum  
Alma Baker  
David Humphreys  
Bill Rowland  
Bill Wiesehaegal  
Lisa Helton  
Stacy Woodford  
Leslie Frazier  
Justin Baxter

<b>Equipment Type</b>	<b>Quantity</b>
Air Compressor	1
Angle Grinder	5
Auger Attachment for Skid Steers	1
Back Hoe	5
Band Saw	9
Beamer	7
Belt Crane	1
Belt Sander	3
Biscuit Jointer	1
Bobcat	2
Boom Truck	2
Bottle Jack	1
C Clamp	1
Cable Crimps	1
Cement Mixer	1
Charger	1
Chop Saw	3
Circular Sar	15
Combination Hammer Kit	1
Compact Router	1
Compressor	1
Concrete Edger	1
Concrete Float	1
Concrete Jointer	1
Concrete Saw	4
Concrete Vibrator	1
Cone Saw	1
Cordless Light	1
Core-Drill	2
Crane	2
Cut Off Saw	7
David White Level & Tripod	2
David White survey Instrument	2
David White Transit Level	2
Dehumidifiers	5
Demo Hammer	2
Dremel 4000	1
Dremel Ultra-Saw	1
Drill	36
Drill/Driver	2
Drill/Hammerdrill Kit	1

Drum Fan	14
Dump Truck	2
Fiber Glass Rod	1
Finish Nailer	7
Framer Saw	1
Generator	7
Genie Boom	1
GFCI	2
Grade Rod	1
Grinder	25
Hammer Drill	38
Hammer Drill/Recip Saw	1
Hammer/Screw	1
Handle Drill	1
Harness	7
Heat Gun	3
Heater	2
Hole Shooter	1
Holeshooter Drill	1
Hyster 70	1
Impact Drill	2
Impact Drive	1
Impact Driver	23
Impact Gun	3
Impact Saw	3
Impact Wrench	3
Impacts	2
Impact	1
Isolating Saw	2
Jackhammer	2
Jigsaw	11
Jobsite Trailer	20
Jobsite Tool Trailer	1
Joiner	1
Lanyards	4
Laser	7
Laser Level Topcon	2
Laser Screed	1
LB White Tradesman 400	3
LB White Tradesman 400 Plus	1
Level	1
Level Transit	1
Level Tripod	1

Light Tower	1
Mini Excavator	1
Miter Saw	6
Mixer	1
Multi Saw	1
Multi-tool cordless	1
Nail Gun	7
Nibblers	4
Orbit Sander	3
Oscillating saw	1
Scissor lift	10
Sedan	4
Skytrak	10
SUV	12
Sweepster	2
Swivel head shear	1
Tamper - Wacker	1
Tool Kit	1
Topco Auto Level-24X & Tripod	1
TopCon AT-G6 Level	1
Topcon Auto level	2
Topcon Builders Level	1
Topcon laser level	1
TopCon TriPod	1
Torch Set	1
Tradesman 400 Plug LB White	1
Trailer	6
Trailer Tag-a-long	1
Transit	1
Trim Router	1
Tripod	1
Truck (pick up)	28
Truck 1-Ton GMC 3500	1
Truck 1-Ton HD 3500	1
Truck Chevy	1
Truck Kenworth 3-Ton	1
Utility pump	1
Van	1
Water Pump	1
Welder	4



Beeson, Lusk & Street is not, nor have we ever been, debarred or suspended by any federal, state or local government entity.

All relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm included herein is true and accurate.

	2017	2016	2015
Bankruptcy filings	No	No	No
Liquidated damages	No	No	No
Fines, assessments or penalties	No	No	No
Judgements or awards in contract disputes	No	No	No
Contract defaults or terminations	No	No	No
License revocations, suspension, disciplinary actions	No	No	No
Prior debarments or suspensions by a governmental entity	No	No	No
Denial of prequalification, findings of non-responsibility	No	No	No
Safety past performance data including fatality, incidents	n/a	n/a	n/a
"Experience Modification Rating,"	n/a	n/a	n/a
"Total Recordable Injury Rate,"	n/a	n/a	n/a
"Total Lost Workday Incident Rate:"	n/a	n/a	n/a
Violations of any federal, state or local criminal or civil law	No	No	No
Criminal indictments or investigations	No	No	No
Legal claims filed by or against the firm	No	No	No

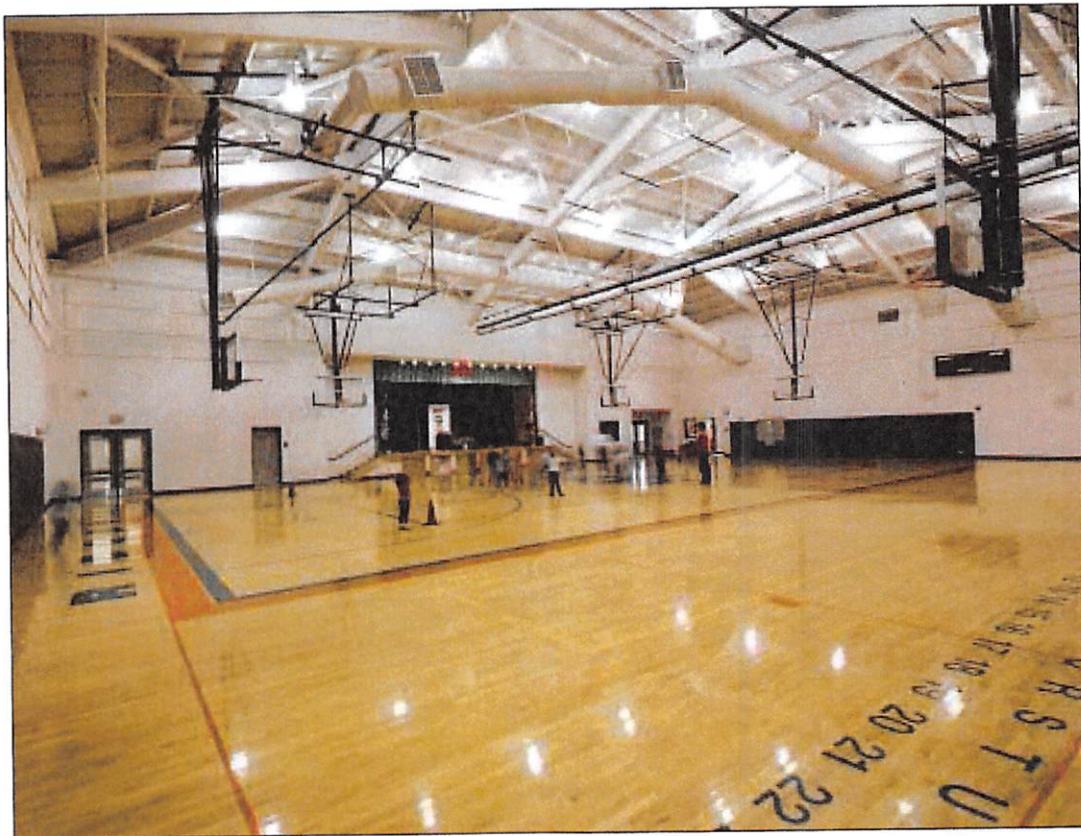
Anthony K. Street, President  
Beeson, Lusk & Street

Date: 4/13/2018

2. Project Characteristics

- a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are identified.

Please see Volume II – Proprietary Information



Ridgeview Elementary



**b. Identify and fully describe any work to be performed by the Board or any other public entity.**

Open communication between our team and the school board as well as the board's active involvement throughout the project is invaluable in delivering a successful project. To be more specific, the board will be relied upon to assist our team with the following:

- Assistance in planning and coordinating meetings in the community such as those with neighborhood, civic, faculty/staff/PTA/parent groups
- Attend community meetings
- Attend regularly scheduled progress meetings throughout the project
- Share any applicable historical or current information that may be useful to the successful delivery of the project
  - Site information (plats and plans)
  - Surveys (land and data)
  - Traffic studies
  - Geotechnical information
  - Utility information
- Work with our team to create a mechanism to add to the BVPS website to keep the public informed of the project
- Allow a camera to be installed at the project site for both security and to view project progress
- Local government agencies/departments (inclusive of BVUA) need to provide timely review of submittals



Grandview Elementary

**c. Include a list of all federal, state and local permits and approvals required for the project and include a schedule for obtaining such permits and approvals.**

Our experience and knowledge of the local process as well as an excellent working relationship with city staff members and utility providers enables our team efficiently move through the development process with minimal delays. Once the concept design is approved by the BVPS, our team will invite all state, local and utility officials needed for the project to attend a pre-construction meeting. In that meeting, we will review the construction plans and schedule. This standard operating procedure has proven to effectively eliminate delays, ascertain that all permitting requirements are met and that the approving body is aware of the schedule and knows when to anticipate review and permitting information from our team.

The following list details the necessary permits and approvals to complete the Bristol Virginia Public School Board's project:

- City of Bristol Virginia Comprehensive Plan conformance – per the Virginia Code – Bristol Virginia Planning Commission's determination of substantial conformance in accordance with the adopted plan.
- City of Bristol Virginia Site Plan Review – administrative approval – City of Bristol Engineering Division
  - This is a comprehensive review whereby all affected agencies/departments review plans and provide feedback to the Engineering Department. Those agencies include the City's Public Works Department, Bristol Virginia Utilities Authority (waste and sewer), Community Development (zoning and land use), and other utility providers.
- City of Bristol Virginia Subdivision Regulations (to consolidate old lots and to adjust the boundary line between the school and park) – administrative approval – City of Bristol Community Development
- City of Bristol Virginia Engineering Division – Erosion and Stormwater items. Bristol, Virginia has a certified Virginia Stormwater Management Program so approvals from Virginia Department of Environmental Quality are not necessary. There are two levels of approval necessary:
  - Soil and Erosion / Land Disturbing permit – regulations for this permit govern how the site is managed during the construction process
  - Permanent Stormwater Management/Water Quality – regulations for this step in the approval process govern post-construction (i.e., how the site permanently deals with stormwater)
- Virginia Department of Health – Kitchen design approval

- City of Bristol Virginia Building Permit – administrative approval utilizing requirements of the Virginia Uniform Statewide Building Code and ADA Standards for Accessible Design (2010)
- City of Bristol, Virginia Fire Marshal – review of building plans for compliance with Virginia Uniform Statewide Fire Code.
- State Fire Marshal (if assistance is requested by the local Building Official)
- City of Bristol, Virginia Certificate of Occupancy



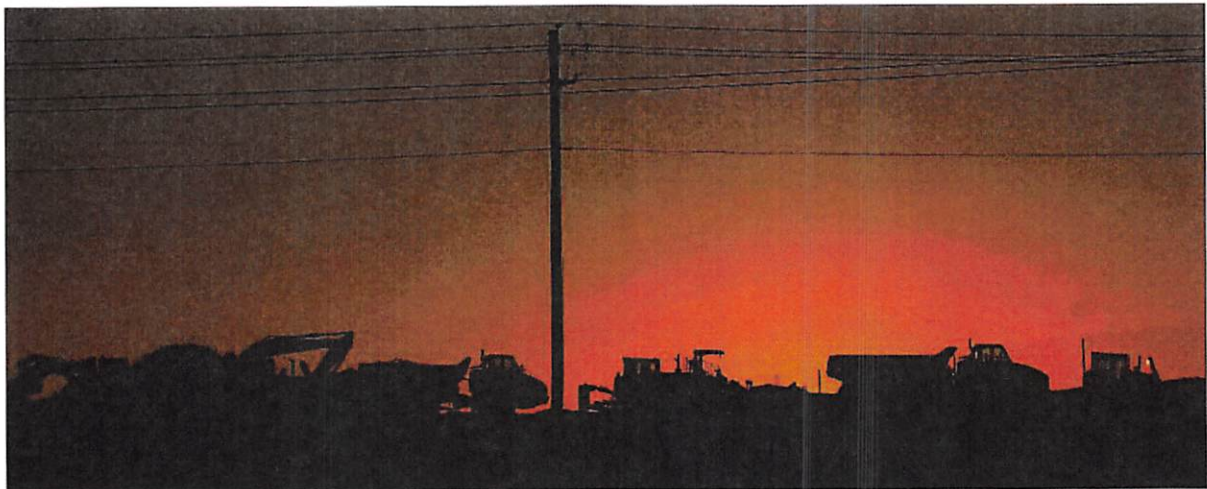
- d. Identify any anticipated adverse social, economic, environmental and transportation impacts of the project measured against the comprehensive land use plan of any affected jurisdiction and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project.

One of the most frequently expressed topics and concerns raised by a neighborhood when a new use is proposed is traffic – specifically, can the existing street network handle any additional traffic. Traffic counts are regularly taken by both VDOT and the MPO (the Metropolitan Planning Organization) and are available for use in traffic analysis. When a location and design are finalized, we will coordinate with the local officials to design entrances and circulation patterns so as to minimize burdens to the existing network.

An additional traffic concern sometimes expressed is the conflict between private vehicles v. buses. The final site design will address this issue and provide for the safe circulation of both modes of transportation.

Another concern may be the general noise of construction as well as the presence of construction vehicles in neighborhoods. Normal and customary construction noise will be present during business hours. The Bristol, Virginia Code of Ordinances limits the hours for construction activity between 7:00 a.m. and 6 p.m. on weekdays (unless special permission is granted by the Building Official for urgent public health and safety necessity). When a site and design are finalized, we will designate a single point of entry and exit for construction vehicles.

The Comprehensive Land Use Plan speaks to the need to be mindful to “safeguard the City’s streams, mature trees, wetlands, and ponds.” The plan further speaks to the value of parks and open spaces in the community. The final design will be respectful of these valuable community and environmental assets.



- e. **Identify the projected social, economic, environmental and transportation impacts of the project measured against the comprehensive land use plan of any affected jurisdiction and applicable ordinances and design standards.**

In compliance with regulations of the Commonwealth of Virginia, the City of Bristol, Virginia recently amended the Comprehensive Plan – the document that guides growth and development in the city. This plan makes many references to schools and school / public buildings. Those references noted (with commentary) are as follows:

- “The city continues to partner with Bristol Virginia Public Schools in striving to become one of the highest performing districts in the region, providing excellent education and attracting young families to the community.” (Bristol, Virginia Comprehensive Plan, page 29)

The partnership to provide a new contemporary school for Bristol’s children will greatly advance this goal.

- “Conduct a comprehensive life cycle assessment for all City buildings, equipment, vehicles, facilities, and properties”. (Bristol, Virginia Comprehensive Plan, page 103)

The Board has completed an inventory of the school buildings. The results of that study revealed the following:

- Highland View – A third party is being paid to manage asbestos, it is not ADA compliant, it has outdated infrastructure with regard to electrical, plumbing and HVAC, the kitchen is in need of repairs and has limited space, there is a continuous use of air scrubbers as a response to complaints of mold, the fire protection system is in need of updating, there are structural issues with water infiltration into exterior parapet walls and roof vents, restrooms need updating, storage areas are beyond capacity and creating clearance deficiencies for custodial services, electrical access and egress, and there are conflicts between bus loading and car ridership areas. (Source: Bristol Virginia School Board Presentation)
- Stonewall Jackson – A third party is being paid to manage asbestos, there are radon removal systems on the west side, there are structural issues with water infiltration on the north side walls, the electrical, plumbing and HVAC are outdated, the kitchen area is in need of repair and has limited space, restrooms need updating, the outside steps on the west side need replacing in order to meet building codes, parking is limited and Euclid Avenue parking is unsafe, the fire protection system needs updating and the bus loading and car rider areas create unsafe conditions. (Source: Bristol Virginia School Board Presentation)
- Washington-Lee - A third party is being paid to manage asbestos, it is not ADA compliant, the electrical, plumbing and HVAC are outdated, the sidewalks are not in compliance with building codes, the intercom system needs updating,

restrooms need updating, the fire protection system is in need of updating, bus loading and car rider areas create unsafe conditions, and there are outside drainage issues with stormwater on the back side of the building. (Source: Bristol Virginia School Board Presentation)

As presently described, this project would close all three of these school and construct a new facility. The new facility would have none of the issues noted above; thereby, further advancing the goals of the plan.

- “Work with other public agencies to maintain adequate sites and facilities.” (Bristol, Virginia Comprehensive Plan, page 103)

As noted above, the current school facilities are inadequate and, in some cases, there are site inadequacies as well. Construction of a new school building also advances the plan by providing both adequate sites and facilities to be maintained in the future.

- “Work with the Bristol, VA Public Schools (BVPS) as they re-assess their facility needs, including development of new facilities and/or redevelopment and re-use of closed facilities.” (Bristol, Virginia Comprehensive Plan, page 103)

This project is evidence of the advancement of this goal. Additional information is included in Volume II, Proprietary Information.

- “Work with schools to review the existing parking facilities, buildings, drop-off/pick-up areas, and bus parking, including ingress and egress to ensure they are adequate and if not, identify opportunities for improvement.” (Bristol, Virginia Comprehensive Plan, page 103)

Please see Volume II, Proprietary Information.

- “Work with school to ensure proper buffering surrounding school facilities and provide safe and adequate access to all school sites.” (Bristol, Virginia Comprehensive Plan, page 103)

Please see Volume II, Proprietary Information.

- LRTP – Bonham Road from Lee Highway to Old Airport Road, northern intersection. Extend to five-lane north of Interstate 81 and four-lane south of Interstate 81; replace Bonham Road bridge over Beaver Creek with wider bridge (six lanes or more). \$5,443,000. (Bristol Urban Area Long-Range Transportation Plan Year 2035)

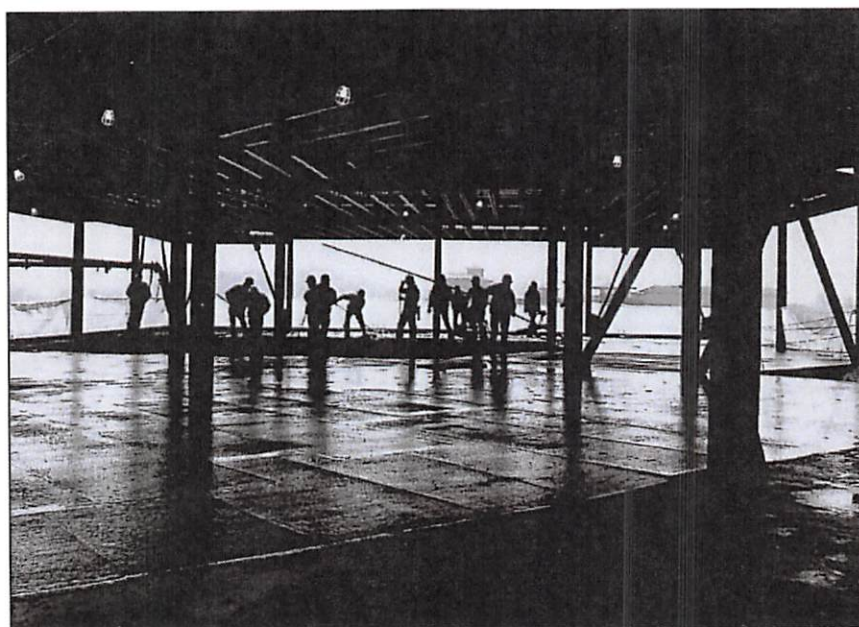
This project will improve traffic circulation in the general area of the school site.

**f. Identify contingency plans for addressing public needs in the event that all or some of the project is not completed according to the projected schedule.**

We take great pride in the fact that we've never missed a scheduled opening. We take greater pride in our accomplishments at a recently completed project at Emory & Henry College. The project was scheduled for completion in October 2016. Three months prior to the completion date, the client asked for the project to be completed in September to better facilitate students move-in schedules. Utilizing overtime and accelerated delivery of certain items, we were able to meet the client's request.

If, for some uncontrollable reason, there is a need to accelerate the schedule, we will extend our construction hours (if outside the bounds of hours set by City Code, we will coordinate with the Building Official for approval to do so), assign additional personnel and/or accelerate delivery of items to the project.

We plan to deliver the school for the start of the fall 2020 school session. In reviewing the Board's PPEA Checklist, we note that an interim or comprehensive agreement is scheduled to be issued in November 2018. We would like to start the project one month earlier than that to minimize the likelihood of a weather-dependent component such as masonry being underway during the coldest months of winter. Please see the project schedule response for more information.



- g. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

As stated in the prior section, we take great pride in the fact that we've never missed a scheduled opening and greater pride in the fact that we have accelerated schedules to meet the clients' needs. Our proposed project schedule demonstrates the manner in which we will have the building ready for the start of the fall 2020 school session.

Our project will be fully bonded. Many clients impose liquidated damage clauses in the contracts to protect against completion delays.

We understand the importance of finishing projects on time – particularly one such as a school building. Unlike other projects, where a move day gets postponed, as a school board, you do not have the luxury of postponing the movers. You have hundreds of schedules (students, parents, teachers, etc.), transportation routes/plans, and a myriad of other logistical items that require the schedule be adhered to. We understand and will deliver the building as scheduled.

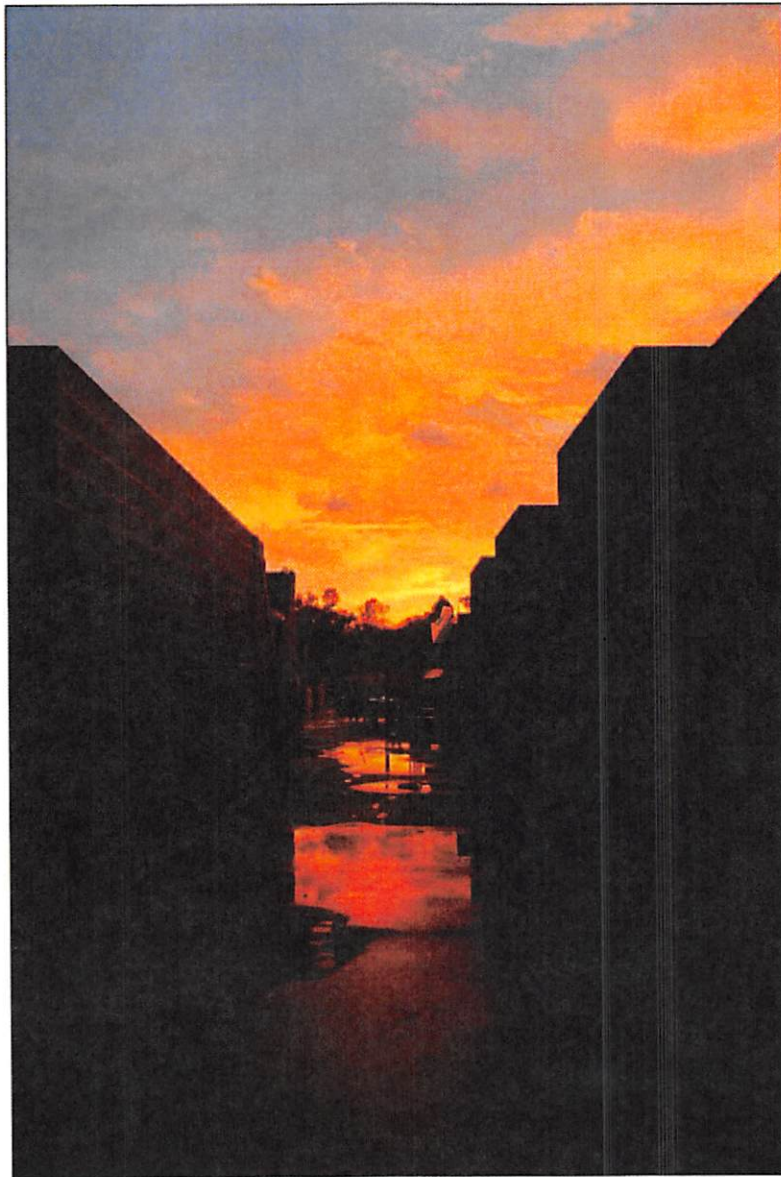


Unicoi Middle



- h. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the public entity's use of the project.

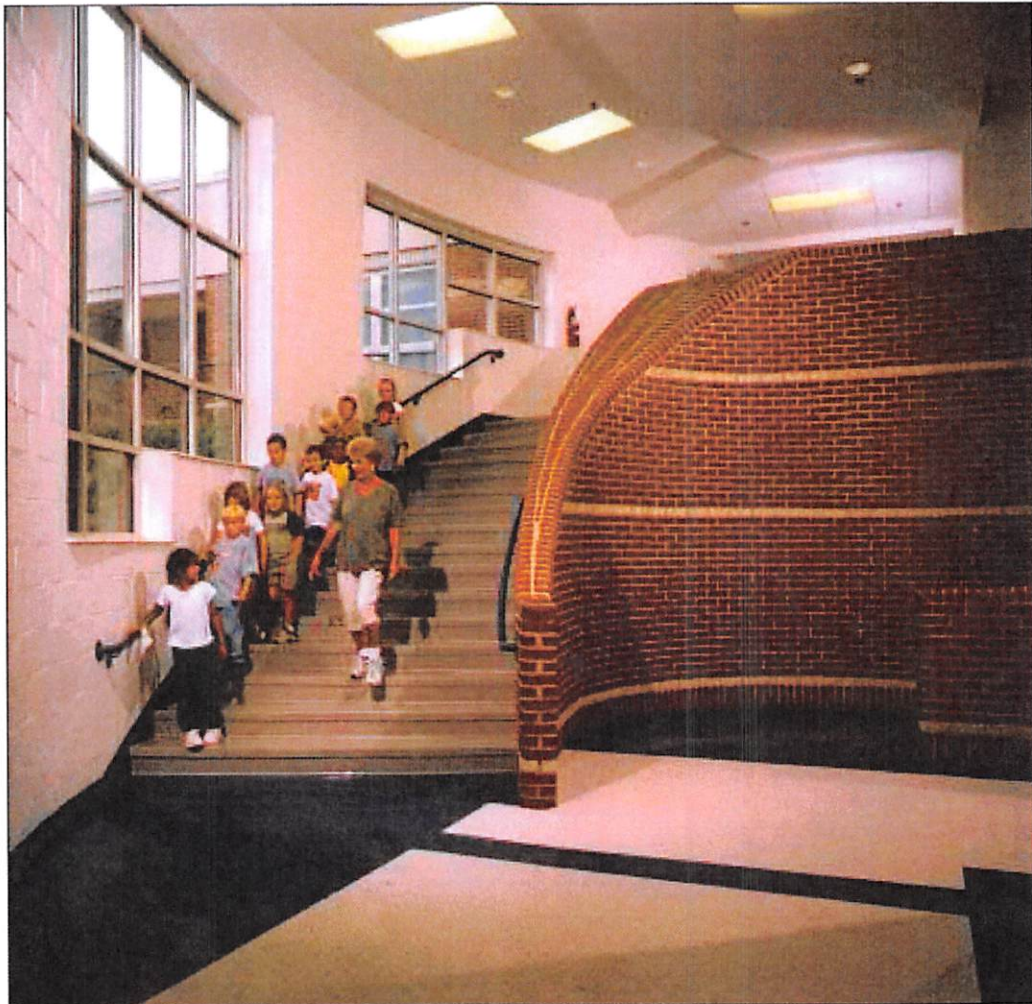
Please see Volume II, Proprietary information for our response.



Grandview Elementary

- i. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work

There are no phased or partial openings planned for the project.



South Central Elementary

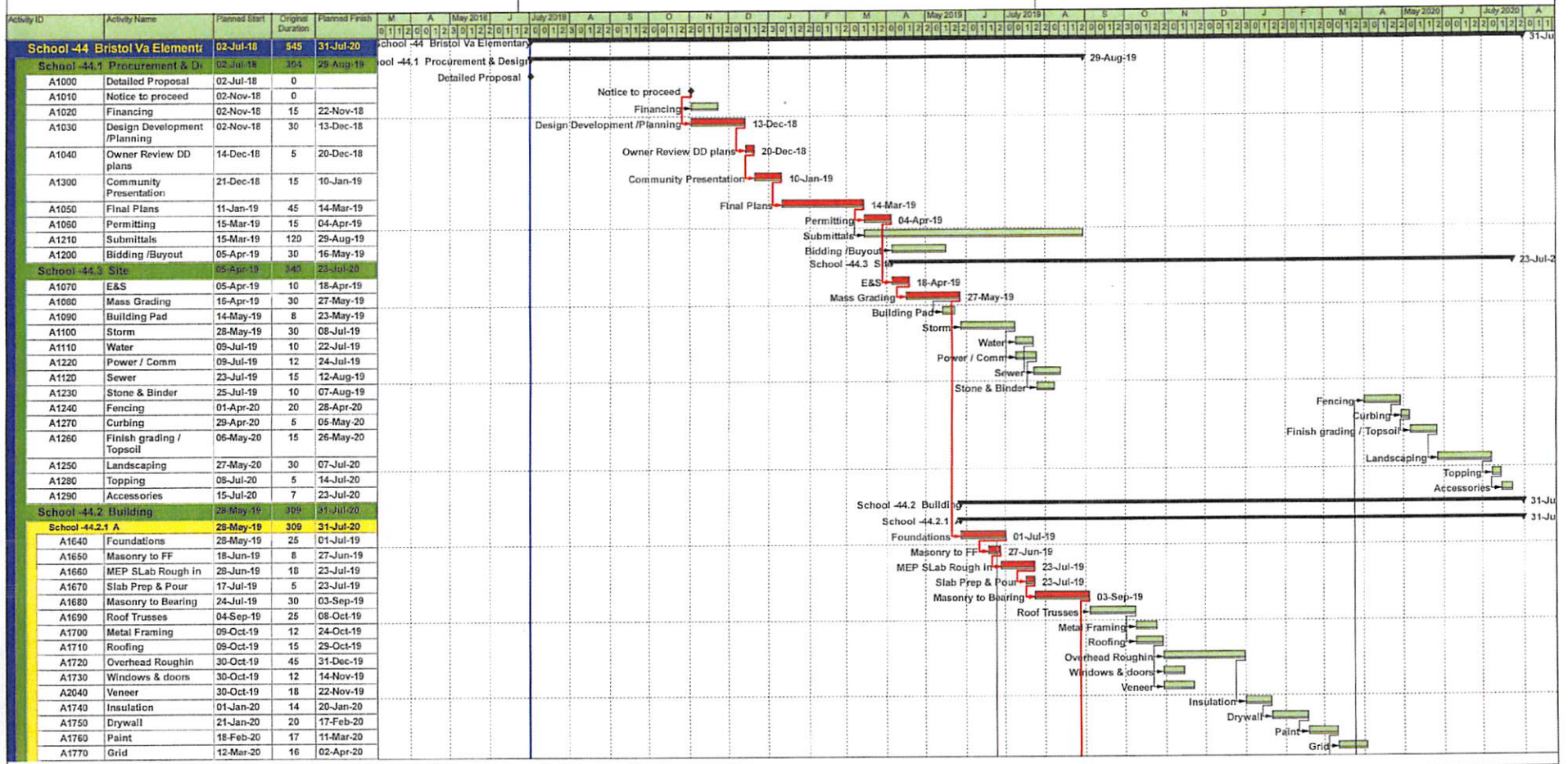
- j. Identify the proposed schedule for the work on the project, including sufficient time for the Board's review, and the estimated time for completion.

Please see the following Preliminary Construction Schedule.

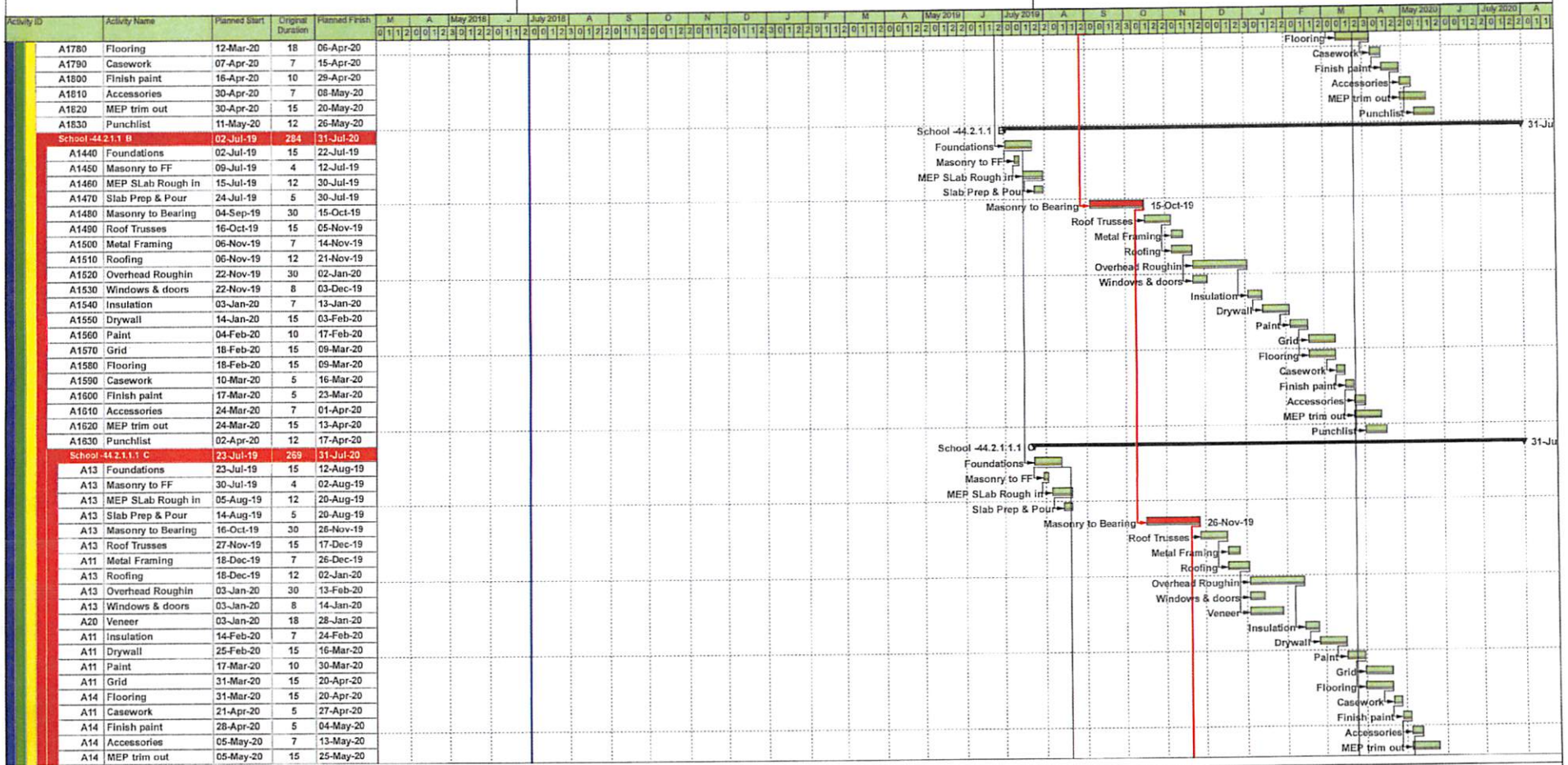
Bristol Va Elementary

Proposed Timescale

18-Apr-18 15:14

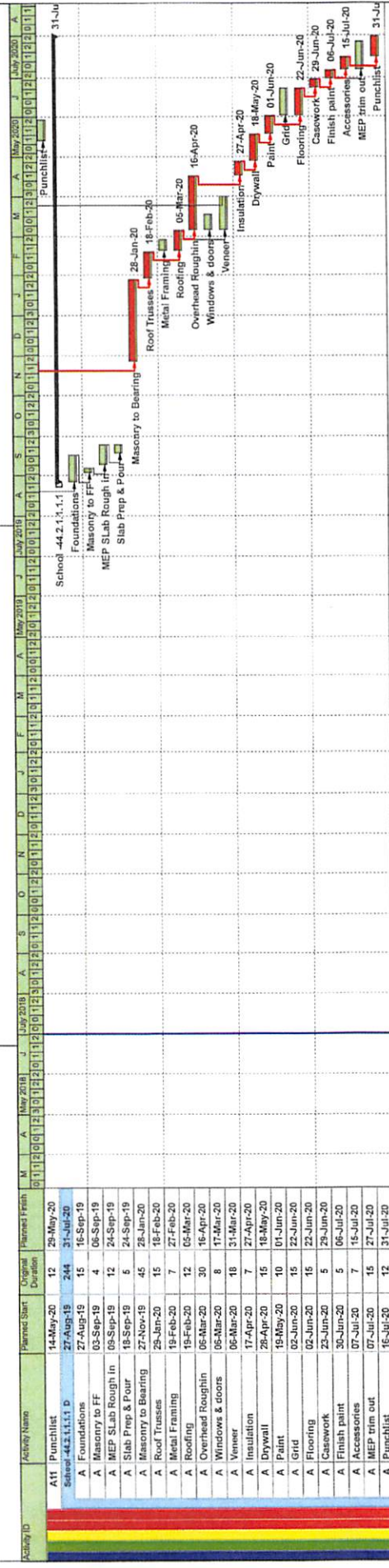


█ Primary Baseline   
 █ Actual Work   
 █ Critical Remaining Work  
 Second Baseline   
  Remaining Work   
 ◆ Milestone



Proposed Timescale

Bristol Va Elementary



**k. Describe any architectural, building, engineering or other applicable standards that the proposed project will meet.**

The new Bristol, Virginia Elementary School will be designed and constructed to conform to all applicable codes inclusive of:

The Virginia Public School Facility Guidelines

Bristol, Virginia Zoning Ordinance

Bristol, Virginia Subdivision Regulations (to move property line between the school and city park)

2012 Virginia Uniform Statewide Building Code and associated reference codes inclusive of the 2010 ANSI/ADA, the 2012 Mechanical, Electric and Plumbing Code, and the 2011 National Electrical Code. Please note that there is a possibility that the 2015 Code may be adopted by September 2018. If so, any plans that are substantially complete by the adoption of the new codes may use the 2012 Code. Project plans that are not substantially complete by the adoption of the new codes, must use the 2018 code revision.

2012 Virginia Uniform Statewide Fire Code – like the Virginia Uniform Statewide Building Code, a revision is possible later in the year. If adopted the 2015 Virginia Uniform Statewide Fire Code will be applicable.

Virginia Stormwater Management Program (inclusive of erosion and sediment control and water quality)

### 3. Project Financing

Please see Volume 2 – Proprietary Information



#### 4. Project Benefit and Compatibility

- a. Identity who will benefit from the project, how they will benefit and how the project will benefit the Board and the overall community.

The primary beneficiaries of the project are the students who will be attending a new state-of-the-art school. This building will give the students a modern learning environment without the negative attributes associated with obsolete buildings (asbestos, inadequate/inefficient HVAC, outdated classroom configurations, inefficient classroom sizes, etc.).

Both the students and teachers benefit when the class sizes are more even (rather than some being too small and others too large). As was pointed out at one of the Board's public hearings, unevenly sized classes have an adverse effect on test scores.

The school board benefits by having only one elementary campus with two buildings to maintain rather than having three outdated, environmentally questionable, and/or obsolete school buildings in the system. The board also benefits from the PreK-2 and 3-5 model. Kathy Hicks, Program Director of School Nutrition, stated that "to maximize our federal funding in school nutrition, the best route to take is the PreK-2 and the 3-5 model."

The community benefits from having a new community asset and meeting place. Additional information about the community's benefit is included in Volume II – Proprietary Information.



Darrell's Dream

- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction) for the project.

Anticipated public support or opposition

This project was the subject of a series of public meetings held early in the calendar year at each of the elementary schools. A member of our team attended two of those meetings to learn more about the project and the public's reception of the proposal. It was clear that parents, family members, and community advocates welcomed many aspects of the project:

- A new learning environment for the children
- A modern facility
- A safe facility
- Increased opportunities for children

There were also concerns expressed by those in attendance:

- The possibility of losing “neighborhood identity” with the closure of Stonewall Jackson, Washington Lee, and Highland View – losing the community school set up.
- Concern about closures leaving vacant buildings
- Longer travel time for children and parents given the non-central location
- Reduction of Suncrest Park acreage
- Traffic capacity
- Concern that fewer children (system-wide) can walk to school
- Concern about upgrade/modification needs for Van Pelt
- No sidewalks in the Van Pelt area
- Concern about public housing authority residents/children and distance to Van Pelt and
- The need for a “safe zone” that can accommodate 1100 students

Anticipated government support or opposition

It is anticipated that the local governing body would be supportive of a new, safe, and modern school facility and the ancillary benefits that come with such a facility. It is also anticipated that the governing body would have concerns about the costs of a new facility.

- c. Explain the strategy and plans, including the anticipated timeline, that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

Effective public engagement provides many benefits to a project – especially projects such as this, that will result in a new community facility. As the term “community facility” implies, this facility will be owned by everyone in the community. Successful projects provide ample opportunities for public engagement throughout the process so that knowledge is disseminated and valuable opinions and thoughts are gathered.

Beeson, Lusk & Street utilizes public engagement/community information gathering sessions in their projects to aid them in designing structures that both meet the client and community’s needs. They will bring those skills to this project as well.

Utilizing the Preliminary Construction Schedule inserted earlier we propose the following public engagement opportunities:

1. Shortly after receipt of the Notice to Proceed, we will hold the first community information gathering/input meeting. This meeting may be held in November. It should be noted that one meeting may not be sufficient for this project. Several meetings may be more beneficial so that more people are given opportunities to provide input.
2. Our schedule also builds in a public meeting (Community Presentation) in late December/early January. As noted earlier, several meetings at varying times of day may be more beneficial to provide ample opportunity for engagement.

Other items that will be utilized throughout the design and construction process:

1. The current practice of the school system’s website postings for information about the new schools should continue. Our team will provide links from our website to the school’s site to further the output of information.
2. We will also utilize a job site camera with a link to the footage on our website so that our progress can be easily viewed.
3. We will partner with the Board and school system staff to make presentations to local civic groups which will enable many business leaders in the community to be informed of the project and provide input.
4. We will be available for both PTA, School Board and City Council work sessions or regular meetings for progress reports/presentations.

- d. Describe any anticipated significant benefits to the community and the Board, including anticipated benefits to the economic, social, environments, transportation, etc., condition of the Board and whether the project is critical to attracting or maintaining competitive industries and businesses to the area.

In the economic development world, it is often speculated that inventory may draw a prospect to your community but deals are closed based on the quality of life. While scholarly information in that regard is limited, there is research that demonstrates that there may be more to this thought than speculation.

In “Public Schools and Economic Development: What the Research Shows” (Jonathan D. Weiss, Knowledge Works Foundation, 2004), the author found that “by educating the future workforce, public schools help make states and localities more economically competitive. In addition, as a basic industry, schools are major employers that have a short-term stimulus impact on state and local economies. Evidence suggests that the quality of public schools can also influence business site selection and labor location decisions.” Weiss also found that “while measurement difficulties exist, there is an emerging consensus among researchers that the condition of school facilities affects academic achievement, as indicated by higher student scores on standardized tests. In exploring the characteristics of a school’s physical structure that potentially impact student performance, he considers such factors as indoor air quality, ventilation and thermal comfort, lighting acoustics, and building age and quality.” He found that “poor ventilation, thermal discomfort, poor acoustics, and artificial lighting can also be obstacles to student learning” and “concludes that better facilities can improve the percentage of students performing at or above grade level by 3 to 4 percent and that ‘improving facilities may be just as helpful as reducing class size’.”

Additional researchers found additional benefits to new school construction, particularly with regard to student performance and property values. In “The Effect of School Construction on Test Scores, School Enrollment, and Home Prices” (Christopher Neilson and Seth Zimmerman, Institute for the Study of Labor publication, November 2011), the authors write that “taking advantage of the staggered implementation of a comprehensive school construction project in a poor urban district, we find that by six years after building occupancy, \$10,000 of per-student investment in school construction raised reading scores for elementary and middle school students by 0.027 standard deviations. For a student receiving the average treatment intensity, this corresponds to a 0.21 standard deviation increase. School construction also raised home prices and public school enrollment in zoned districts.” Neilson and Zimmerman also found that “principals agreed that the school construction project raised motivation at home and at school...When asked to identify specific building features that were important to student success, principals pointed to library improvements and heating, air conditional and ventilation.”

In the study “K-12 Education in the U.S. Economy: Its Impact on Economic Development, Earnings, and Housing Values” (National Education Association Research Working Paper, Thomas L. Hungerford and Robert W. Wassmer, April 2004), it was determined that “the existing empirical evidence indicates that K-12 expenditures have the effect of increasing personal income, manufacturing investments and employment, number of small business starts, and the residential labor force available in a metropolitan area.” The study further notes that “parents raise concerns over the quality of the schools their children attend because a good primary and secondary education is absolutely essential for success in their children’s transition into either higher education or the labor market after high school.” It was also noted that “the business community recognizes that publicly provided K-12 education is an investment in human capital and makes workers more productive.....and a K-12 education also establishes essential social and productivity skills, such as showing up for work on time, staying at work for the requisite time, and working with others.”



Highlands Community Services

- e. Describe the project's compatibility with the Board's and/or affected jurisdiction's local comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvements plan or other government spending plans.

The City of Bristol, Virginia's recently revised and adopted Comprehensive Plan addressed several items that relate to projects such as this. A review of the document provided the following items for consideration (our team's notes follow).

- "As growth and redevelopment have occurred, the City has been mindful to work with developers to safeguard the City's streams, mature trees, wetlands, and ponds." (Bristol, VA Comprehensive Plan, page 28)

We will work with the School Board and city official to retain as many mature trees on site as possible.

- "Parks & Open Space. The parks and Open Space designation comprises the City's green spaces. Parks include grounds used for active recreation, including parks, athletic fields, trails, playgrounds, and golf courses. Open Spaces are passive natural areas, often within a subdivision or along waterways, and also include cemeteries. Such uses are often associated with public uses such as a school and should be integrated, where possible, into the fabric of the nearby area, through pedestrian connections." (Bristol, VA Comprehensive Plan, page 32)

We will work with the community and School Board to ensure that pedestrian access to the park is not impeded.

- "The city continues to partner with Bristol Virginia Public Schools in striving to become one of the highest performing districts in the region, providing excellent education and attracting young families to the community." (Bristol, Virginia Comprehensive Plan, page 29)

This project will further the city's goal of providing excellent education and attracting young families to the community.

- "Conduct a comprehensive life cycle assessment for all City buildings, equipment, vehicles, facilities, and properties". (Bristol, Virginia Comprehensive Plan, page 103)

The assessment performed by the School Board was in compliance with the objective.

- "Work with the Bristol, VA Public Schools (BVPS) as they re-assess their facility needs, including the development of new facilities and/or redevelopment and re-use of closed facilities." (Bristol, Virginia Comprehensive Plan, page 103)

The success of this project depends on the partnership between the City of Bristol, Virginia and the School Board.

- “Work with schools to review the existing parking facilities, buildings, drop-off/pick-up areas, and bus parking, including ingress and egress to ensure they are adequate and if not, identify opportunities for improvement.” (Bristol, Virginia Comprehensive Plan, page 103)

A part of the approval process for this project involves site plan review by the city staff. (Prior to that review, the plans will have been approved by the School Board.) This step in the process formalizes the aforementioned objective of the plan.

- “Work with schools to ensure proper buffering surrounding school facilities and provide safe and adequate access to all school sites.” (Bristol, Virginia Comprehensive Plan, page 103)

With input from both the community and the Board, adequate buffering and access will be provided at the new facility.

- f. provide a statement setting forth participation efforts to be undertaken in connections with the project with regard to the following types of businesses:
  - i. minority-owned business
  - ii. woman-owned business
  - iii. small business

J. A. Street & Associates is committed to utilizing DBE sub trades to the greatest extent possible on its projects. J. A. Street & Associates has a proven track record of not only pursuing and encouraging the participation of disadvantaged business enterprises, but of fulfilling and surpassing the intent of established goals. J. A. Street & Associates expects all contractors who supply, or seek to supply, goods and services to make good faith efforts to provide opportunities to companies owned by those who historically have not been represented in the awarding of governmental contracts.

On prior projects, J. A. Street & Associates has used the following methods to provide an opportunity to business enterprises owned by minorities, women, persons with a disability and small business enterprises:

- Sending e-mail blasts to DBE firms in our vendor database for all pre-bid meetings we host at the project site.
- Placing legal advertisements in the local and regional newspapers, specifically targeting disadvantaged businesses to bid on this project.
- Plans will be available on an FTP site allowing both DBE and traditional contractors to easily and affordably access the plans and information.

We will also utilize the Small Business & Supplier Diversity SWaM & DBE Directory to identify registered firms providing services or products needed for this project. These companies will be afforded the opportunity to bid on the project.

J. A. Street & Associates will negotiate in good faith with interested DBE businesses and not reject them as unqualified without sound reasons based on their capabilities.



**Exhibit B**

**Attached.**

**Detailed Proposal**



# Bristol, Virginia New Intermediate School

## PPEA Detailed Proposal Response

### Volume I

August 10, 2018





August 10, 2018

Dr. Keith Perrigan  
Superintendent  
Bristol City Schools  
200 Lee Street  
Bristol, Virginia 24201

Re: PPEA – Design-Build-Finance Bristol, Virginia Intermediate School – Detailed Phase Proposal

Dear Dr. Perrigan:

J. A. Street & Associates, along with Beeson, Lusk & Street and Public Facilities Investment Corporation/Tamkin Development Corporation, appreciates the opportunity to submit the attached PPEA Detailed Phase Proposal for a new intermediate school in Bristol, Virginia. In this response, we have used our team's broad depth of relevant project experience to provide more specific information about the project. As you further assess our detailed proposal, you will find:

1. A site plan, floor plan layout and rendering for a New Intermediate School to serve students of the 21<sup>st</sup> Century;
2. A construction schedule that delivers the school for the start of the 2020 school year; and
3. An affordable budget and financing plan.

We are fully prepared to enter into an interim agreement and proceed with project design and construction as soon as possible. We sincerely appreciate the opportunity to be of service once again to the City of Bristol and look forward to proving our value as the ideal design-build-finance partner for the project.

Sincerely,

A handwritten signature in blue ink that reads "Jim Street".

Jim Street  
Founder & CEO  
J. A. Street & Associates

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## Executive Summary

J. A. Street & Associates (a Virginia Corporation based in Blountville, Tennessee), Beeson, Lusk & Street (a Tennessee Corporation based in Johnson City, Tennessee) and PFIC have a long history of delivering exceptional projects to clients. J. A. Street & Associates will serve as the construction manager and general contractor as well as the lead contact for the project. Beeson, Lusk & Street will serve as the designer and architect of record for the project. PFIC, a nationwide developer that specializes in the privatized development and tax-exempt leaseback financing of facilities and infrastructure, will provide financing for the project. The local experience and proximity of J. A. Street & Associates and Beeson, Lusk & Street combined with the financial expertise of PFIC provides the Bristol, Virginia School Board with a team that will successfully complete the project.

We have approached the New Intermediate School project with a commitment to deliver a high-quality, modern educational facility to serve the children of Bristol for generations to follow. (The proposed building, site plan and budget are in Volume II.) As we work with you to complete this project, you can expect dedication, hard work, passion, excellent communication, and attention from the J. A. Street/Beeson, Lusk & Street/PFIC team. We will continue to collaborate with the Owner, the Owner's representatives, and each design/build team member to seek the most appropriate, value-based solution.

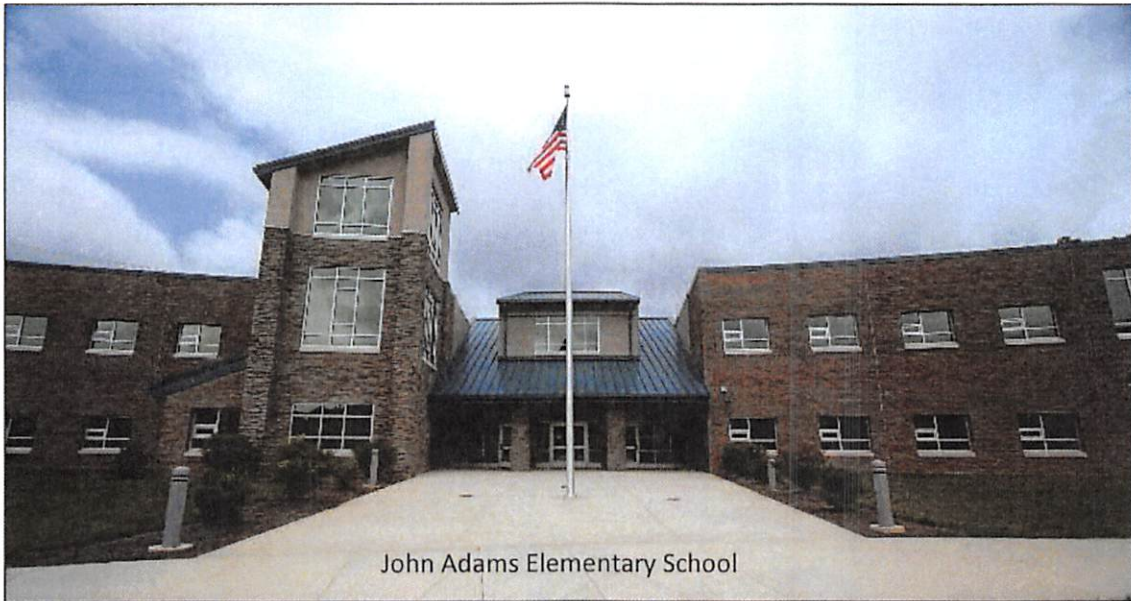
J. A. Street & Associates self-performs concrete, steel erection and rough carpentry and maintains full-time employees to complete these functions. We will demonstrate the substantial savings that can be realized by the school board based on self-performing several functions.

As state in our conceptual proposal, we plan to deliver the school for the start of the fall 2020 school session. We would like to start the project one month earlier than the date in the preliminary schedule to minimize the likelihood of a weather-dependent component such as masonry being underway during the coldest months of winter. Our excellent working relationship with local officials, working knowledge of the local regulations and robust established vendor / subcontractor base poises us to advance the project without delay.

More specific project information is contained in Volume II – Proprietary Information.

1. A list of public utility facilities that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.

Please see the following letter and map.





July 26, 2018

Via Email

Mrs. Shari Brown, AICP  
Project Coordinator  
245 Birch Street  
Blountville, TN 37617

Re: Proposed Bristol Virginia Elementary School – Suncrest Park Location

Dear Mrs. Brown:

BVU has reviewed the proposed construction site attached to your email.

We currently have secondary underground electric service in the area of the driving school. The circuits are used to provide lighting to the driving course. These circuits would have to be relocated in the normal course of construction. We do not have any water or sewer lines in the vicinity. We also do not have any phone, internet or cable lines in the area. Please see the attached sketch providing the general location of BVU utility services in the area.

Please contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Donald L. Bowman". The signature is written in a cursive style with a large initial 'D' and 'B'.

Donald L. Bowman, P.E.  
President and CEO

Attachment





2. Information relating to the current plans for development of facilities to be used by a public entity that are similar to the qualifying project being proposed by the private entity, if any, of each affected jurisdiction.

We are unaware of any current plans for development of facilities to be used by a public entity that is similar to this project.

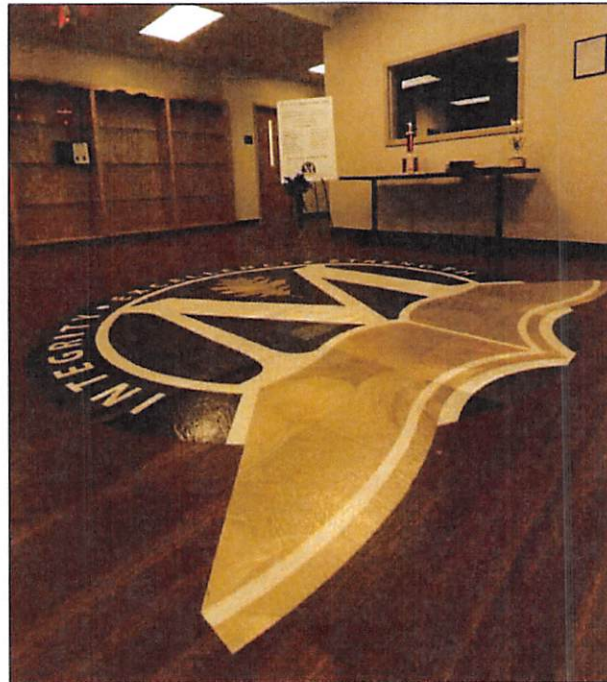


Grandview Elementary School

3. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the Board or affected jurisdiction to condemn.

We will coordinate with the City of Bristol, Virginia for the necessary approvals to construct the school on city/park property.

No easements across private property are anticipated.



4. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.

Performing as the design-build contractor, J. A. Street & Associates, Inc. will guarantee the construction labor, materials, and equipment for a period of one year from project completion. After that, industry standard materials and equipment warranties would apply to specific components, such as:

- Roof Membrane Warranty for 15 Years
- HVAC Compressors for 5 Years
- Electrical Switchgear for 5 Years
- LED Light Fixtures for 5 Years

5. A total estimated life-cycle cost specifying methodology and assumptions and the proposed project start date. The life-cycle analysis should include, but not be limited to, expected useful life of facility and estimated annual operating expenses.

Methodology:

The following demonstrates a typical life-cycle cost analysis involving flooring:

The school facilities we (BLS) design and specify are normally based on a 50-year life expectancy. We are proponents of construction that is durable, cost efficient and maintainable. Considerations made for Life Cycle cost value include: initial cost of the material, maintenance costs, replacement costs and amortization costs. When initial costs are the primary determining factor (dictated by the debt burden the client can support) we would choose materials that respond to that specific priority. When initial cost is not the top priority and the client is also interested in decreased maintenance costs and replacement costs, materials of higher quality and usually higher initial cost, can be considered. An example of this methodology would be revealed in considering three floor finishes. Vinyl composition tile (VCT) has a low initial cost. The material typically lasts for about 15 years. Maintenance costs for vinyl tile are substantial. Premium vinyl floors have a life of around 25 years. Maintenance costs are minimal. Terrazzo has a higher initial cost than either vinyl composition tile or premium vinyl tile. The maintenance costs for terrazzo are comparable to premium vinyl tile. Terrazzo will last for the life of the building. Of the three floor coverings considered, even with one replacement required, premium vinyl tile has the best Life Cycle Cost Value. The terrazzo is a second choice because of its extremely high initial costs and the amortization costs associated with terrazzo. Vinyl composition tile would be the first choice when initial costs are the priority, but a third choice in terms of Life Cycle Value.

Typical Annual Operating Expenses:

Electricity (HVAC and lighting) \$0.95 per SF

Additional information will be provided as plans are more fully developed.

6. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments, and the methodology and circumstances for changes, and usage of the projects over the useful life of the projects.

The lease payment will be the only payment over the life of the project with regards to the financing. No other service fees will be required and the rates remain flat throughout the lease term.

Grandview Elementary School



Cloudland Elementary School



7. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes or meetings, or other official communication.

Anticipated government support or opposition

It is anticipated that the local governing body would be supportive of a new, safe, and modern school facility and the ancillary benefits that come with such a facility. It is also anticipated that the governing body would have concerns about the costs of a new facility.

Excerpt from the May 12, 2018 Called City Council Meeting

**A. Mayor's Minute and Council Comments.**

Mayor Mumpower stated that council needs to review the revenue projections closely.

Mr. Fleenor commented that the school system should receive the total appropriation from the City. He also stated that City employees deserve a 1% bonus. We need to raise taxes to do this if necessary.

Mr. Hubbard stated that the city needs to survive and the school system will need to wait for an increase in their budget until the city is out of financial distress. He also commented that council has not received enough details for the appropriation request. He said city would need a .06/100 Real Estate tax increase to meet Mr. Fleenor's desires for the school system and the City.

Vice Mayor, Mr. Wingard, commented on the decline in the City's population and increase in poverty. He advised that revenues will not increase through restaurants and retail. He stated that poverty breeds crime and the city needs to provide options for the community. We all have to work together in order to survive as a City.

Mr. Hartley thanked the community for becoming involved in the city council meetings. He also stated that educational opportunities correlate with poverty. We need to bring in more jobs. We need a good school system in order to bring those jobs. Supports the alternative financing plan the school is wanting to use for a new school. Due to finances of the City, it is very difficult to do now. He said he does support a bonus for City employees.

Mayor Mumpower commented on the need for a more detailed look at the School Board's new school plans. It is too early to decide on this project. Wants to see more options for financing the new school before making any final decisions. More discussions will be needed the coming year. He said the \$300K reduction from the school's request isn't really a cut in that the state is sending approx. \$900K more funds in the coming year.

The City needs to survive as a whole. All parts have to be properly addressed.

Excerpt from the May 15, 2018 City Council Called Budget Workshop

A. Mayor and Council Comments.

Mayor Mumpower reported the city is in a better financial state than 18 months ago and the Sheriff's Department have collaborated with the Commonwealth's Attorney, City Manager and judicial staff to reduce the expenses for inmate housing. Mayor Mumpower stated the Sheriff's Department asked to set monies aside for upgrades on building facilities.

Mayor Mumpower stated the City will move some overtime requested monies to the City Manager's contingency ~~plan~~ funds. They also decided to reduce the City Attorney's fees to \$75,000.00. Reviewed previous budget actions that have been made.

Mayor Mumpower commented that city employees have not received a raise or bonus for some time and is asking council to consider a ~~001/100~~ One percent(1%) of gross pay bonus for city staff. He complimented City employee's efforts.

The mayor stated that funds have been reduced for non-mandated outside agencies to \$70,000.00 and CVB will receive \$50,000.00 and Believe in Bristol will receive \$20,000.00.

He stated the school system's fund reduction will remain at \$300,000.00.

Mr. Hubbard and Mr. Hartley, commented on the budget reduction for the Chamber of Commerce. They thought cuts were too severe and misapplied. Mr. Fleenor disagreed.

Mr. Fleenor commented on the lack of appreciation for the police department, fire department and public works by previous councils. We need to help them first before outside agencies.

Mr. Wingard stated the City refinanced it's debt with the least aggressive impact on the City and hard decisions will need to be made to resolve the city's debt issues going forward.

Mayor Mumpower stressed the need to look far down the road and make plans accordingly especially in the financial areas with regard to revenue projections.

Minutes from the June 12 and 26 City Council meeting are not posted on the City's website. Draft copies of these Minutes were requested but not received.



Woodland Elementary School



### Anticipated public support or opposition

This project was the subject of a series of public meetings held early in the calendar year at each of the elementary schools. A member of our team attended two of those meetings to learn more about the project and the public's reception of the proposal. It was clear that parents, family members, and community advocates welcomed many aspects of the project:

- A new learning environment for the children
- A modern facility
- A safe facility
- Increased opportunities for children

There were also concerns expressed by those in attendance:

- The possibility of losing “neighborhood identity” with the closure of Stonewall Jackson, Washington Lee, and Highland View – losing the community school set up.
- Concern about closures leaving vacant buildings
- Longer travel time for children and parents given the non-central location
- Reduction of Suncrest Park acreage
- Traffic capacity
- Concern that fewer children (system-wide) can walk to school
- Concern about upgrade/modification needs for Van Pelt
- No sidewalks in the Van Pelt area
- Concern about public housing authority residents/children and distance to Van Pelt and
- The need for a “safe zone” that can accommodate 1100 students

Excerpt from January 8, 2018 School Board Minutes

**Mr. Alvis addressed Item 5(A) Discussion of Potential Sites for Elementary Construction. Dr. Perrigan stated he felt the Public Hearings that were held at each elementary school were very informative. He noted there were issues brought to their attention and some very good feedback. He also noted there was a tremendous support for building a new elementary school. He noted there were also concerns, which were mainly financial, but also included, tax increases, traffic increase and or change. In addition, a main concern was when the current schools are closed, what would happen to the buildings. Dr. Perrigan stated overall, the input was positive from the meetings and left a lot to think about.**

Mrs. Virginia Goodson also addressed the Board. Mrs. Goodson voiced concerns regarding the dates chosen for the Public Hearings. She noted it was a poor choice to have the meetings on a Wednesday night, as this is a church night. She also noted that schools were closed due to weather and Public Hearings were still held. She added her concerns for the final three locations chosen and stated she was not in favor of the locations. She stated her main concern, was the emphasis on the quality of education, and the attention students will receive. How will this effect accreditation? How will students perform in a large setting when we no longer have the smaller and more personalized schools with a community environment? Mrs. Goodson voiced her concerns on what would happen to the current schools once they are closed. She noted there had been no plans revealed regarding this. She noted another major concern was the traffic. Would there be a street expansion? She stated we need another school, not a two-school model. She stated her concern in regards to the financial responsibility. Who is responsible and for how long? She voiced her concern for the possibility of lost jobs/personnel. She added her concern of city funding and if it would continue. Mrs. Goodson agreed that we need a new school but she disagreed to closing three schools and also with a two-school model. She requested the School Board to slow the process down, do more research, and reveal more information. She noted she felt things were moving too fast.

Mr. Bill Shanks also addressed the Board. Mr. Shanks thanked the board for all of their hard work, effort, and time they have put into the consideration of consolidation. He noted he agreed that Bristol Virginia students deserve a 21<sup>st</sup> Century School. However, he expressed his concerns about the possibility of the school being built at the Van Pelt location. He ask the board to consider the many factors of closing down the current schools and having one centralized location.



Ridgeview Elementary School

8. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.

The City of Bristol, Virginia's recently revised and adopted Comprehensive Plan addressed several items that relate to projects such as this. A review of the document provided the following items for consideration (our team's notes follow).

- "As growth and redevelopment have occurred, the City has been mindful to work with developers to safeguard the City's streams, mature trees, wetlands, and ponds." (Bristol, VA Comprehensive Plan, page 28)

We will work with the School Board and city official to retain as many mature trees on site as possible. Our revised site plan alters the location of the access drive to a location substantially out of the tree line.

- "Parks & Open Space. The parks and Open Space designation comprises the City's green spaces. Parks include grounds used for active recreation, including parks, athletic fields, trails, playgrounds, and golf courses. Open Spaces are passive natural areas, often within a subdivision or along waterways, and also include cemeteries. Such uses are often associated with public uses such as a school and should be integrated, where possible, into the fabric of the nearby area, through pedestrian connections." (Bristol, VA Comprehensive Plan, page 32)

We will work with the community and School Board to ensure that pedestrian access to the park is not impeded. Our revised site plan improves access to the park by providing a sidewalk along the access road and continuing the side walk in front of Van Pelt to Grandview. To the extent practicable Safe-Routes-to-School initiatives will be recommended on the site. Some of these efforts may be limited as the scope of this project does not involve any work on the rights-of-way in the neighborhood where many Safe-Routes-to-School initiatives (sidewalks, crosswalks and bike lanes) typically occur.

- "The city continues to partner with Bristol Virginia Public Schools in striving to become one of the highest performing districts in the region, providing excellent education and attracting young families to the community." (Bristol, Virginia Comprehensive Plan, page 29)

This project will further the city's goal of providing excellent education and attracting young families to the community.

- "Conduct a comprehensive life cycle assessment for all City buildings, equipment, vehicles, facilities, and properties". (Bristol, Virginia Comprehensive Plan, page 103)

The assessment performed last year by the School Board complied with the objective.

- “Work with the Bristol, VA Public Schools (BVPS) as they re-assess their facility needs, including the development of new facilities and/or redevelopment and re-use of closed facilities.” (Bristol, Virginia Comprehensive Plan, page 103)

The success of this project depends on the partnership between the City of Bristol, Virginia and the School Board.

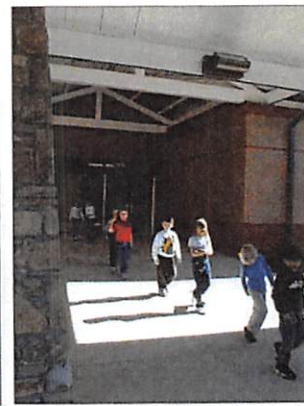
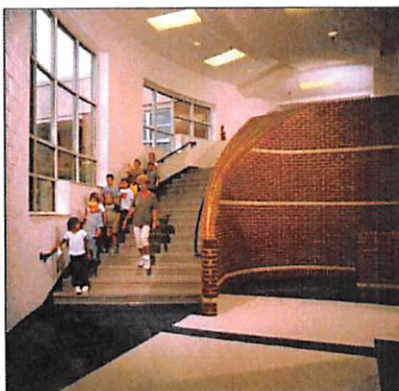
- “Work with schools to review the existing parking facilities, buildings, drop-off/pick-up areas, and bus parking, including ingress and egress to ensure they are adequate and if not, identify opportunities for improvement.” (Bristol, Virginia Comprehensive Plan, page 103)

A part of the approval process for this project involves site plan review by the city staff. (Prior to that review, the plans will have been approved by the School Board.) This step in the process formalizes the aforementioned objective of the plan.

- “Work with schools to ensure proper buffering surrounding school facilities and provide safe and adequate access to all school sites.” (Bristol, Virginia Comprehensive Plan, page 103)

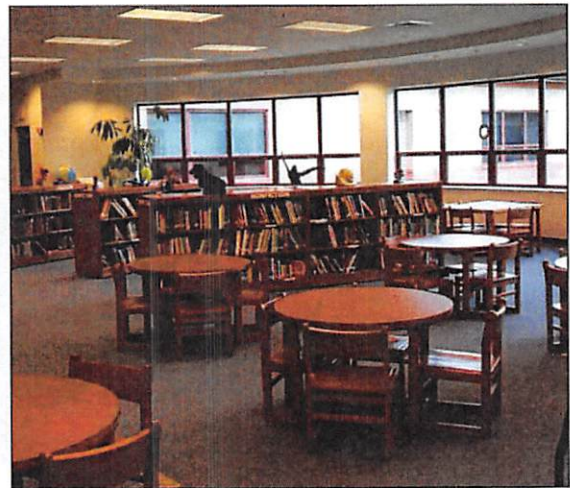
With input from both the community and the Board, adequate buffering and access will be provided at the new facility. The revised site plan provides better access to both the new school and the existing Van Pelt school by providing a separate access drives for bus and automobile traffic. Additionally, prior access through Colony Circle will no longer be utilized; thereby eliminating drive-thru traffic.

While many of the components of this project comply with the plan, use of the park for a school will necessitate the Bristol Virginia Planning Commission’s determination of substantial conformance in accordance with the adopted plan.



9. Explanation of how the proposed project would affect local development plans of each affected local jurisdiction (City of Bristol, Virginia).

We are unaware of any local development plans that would be affected by this project.



10. Identification of any known conflicts of interest or other disabilities that may impact our consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (2.2-3 100 et seq.) of Title 2.2.

There are no known conflicts of interest or other disabilities that may impact our consideration of the proposal.



Modifications / Clarifications requested after review of the initial Conceptual Plans:

Cost Estimate and Schedule:

1. Provide a revised estimate of cost for design and construction based upon any changes to the design per the above requests. Cost estimate should be of sufficient detail to include anticipated design fees and estimated construction costs (direct trade costs/cost of work, general conditions and general requirements, bonds and insurance, contractor overhead and profit ("fee"), contractor contingency, and any other indirect costs assuming that the Owner anticipates entering into an interim agreement that establishes a contract cost limit with fixed design fees to finalize plans and specifications with a follow-on contract with a guaranteed maximum price (GMP) for construction and remaining design team construction administration).

Please see Volume II- Proprietary Information for estimate



2. Provide a current schedule that includes milestones for both design and construction activities anticipated. Provide thoughts on the risks that could impact both the design and construction schedule and how they can be mitigated to the best extent possible.

Our schedule included minor modifications that do not affect the time frame. That schedule is included for your review.

Risks:

Early discovery and assessment of items that pose a risk to both design and construction is critical to keep the project moving ahead on time and on budget. Early detection allows for early management of issues. We make every effort to identify such risks early in the process.

Examples of items that may pose a risk to both design and construction include the following:

- Timeliness

It is imperative that construction commence by March 2019 to ensure delivery of the new school by start of the 2020 school year. It is our understanding that a mid-year opening (January 2021) is not desirable. Should construction be delayed to provide for a fall 2021 opening, neither the construction budget nor the financing plan can be guaranteed.

- Changes in the work/design

It is important that a consensus on the final design be achieved as early as possible. It is also important that the final design have very minimal changes during construction so that the schedule can be attained. Should change orders occur during construction, they should be approved as quickly as possible so that the schedule is not adversely affected.

- New stakeholders

New stakeholders (whether they be neighborhood groups, civic groups, or elected officials) sometimes can pose a risk to the schedule if the project is delayed to provide additional information / education. For this reason, every effort should be made to include as many stakeholders as possible early in the design process. Also, should there be a new elected official in the jurisdiction, proactive efforts should be made to educate the official(s) about the project.

- Local communities pose objections

Based upon comments heard during the Public Hearings, there may be local community opposition to aspects of the project. While the site has already been approved by the School Board, the structure's location on the site, site access nor building design have been approved. A new public facility such as a school typically generates feelings of ownership by both parents and students. There may be objections raised (or firm opinions voiced) for certain aspects of the design and siting of the structure. It is important that consensus be gained early so that the project stays on track. Our team is experienced in presenting to and working with community groups to gain consensus.



- Funding

Given the limited funding available for this project, is it important that the Notice to Proceed be issued as early as possible to avoid any adverse interest rate changes and increases in material costs.

- Subsurface geology geotechnical conditions

Preliminary geotechnical work was performed during the conceptual proposal process. It is necessary for additional work to occur early in the Design Development/Planning phase of the project. During this process, we will use a third-party geotechnical testing firm to conduct pad specific soil borings. This will enable our structural engineer to consider any specific soils conditions while designing the foundation systems.

- Changes to permitting requirements

Permitting requirements may change. While changes that occur after a project has commenced typically have no effect on a project, it is incumbent on our team to keep apprises of any changes that may affect the project and pro-actively address any of these changes.

- Weather

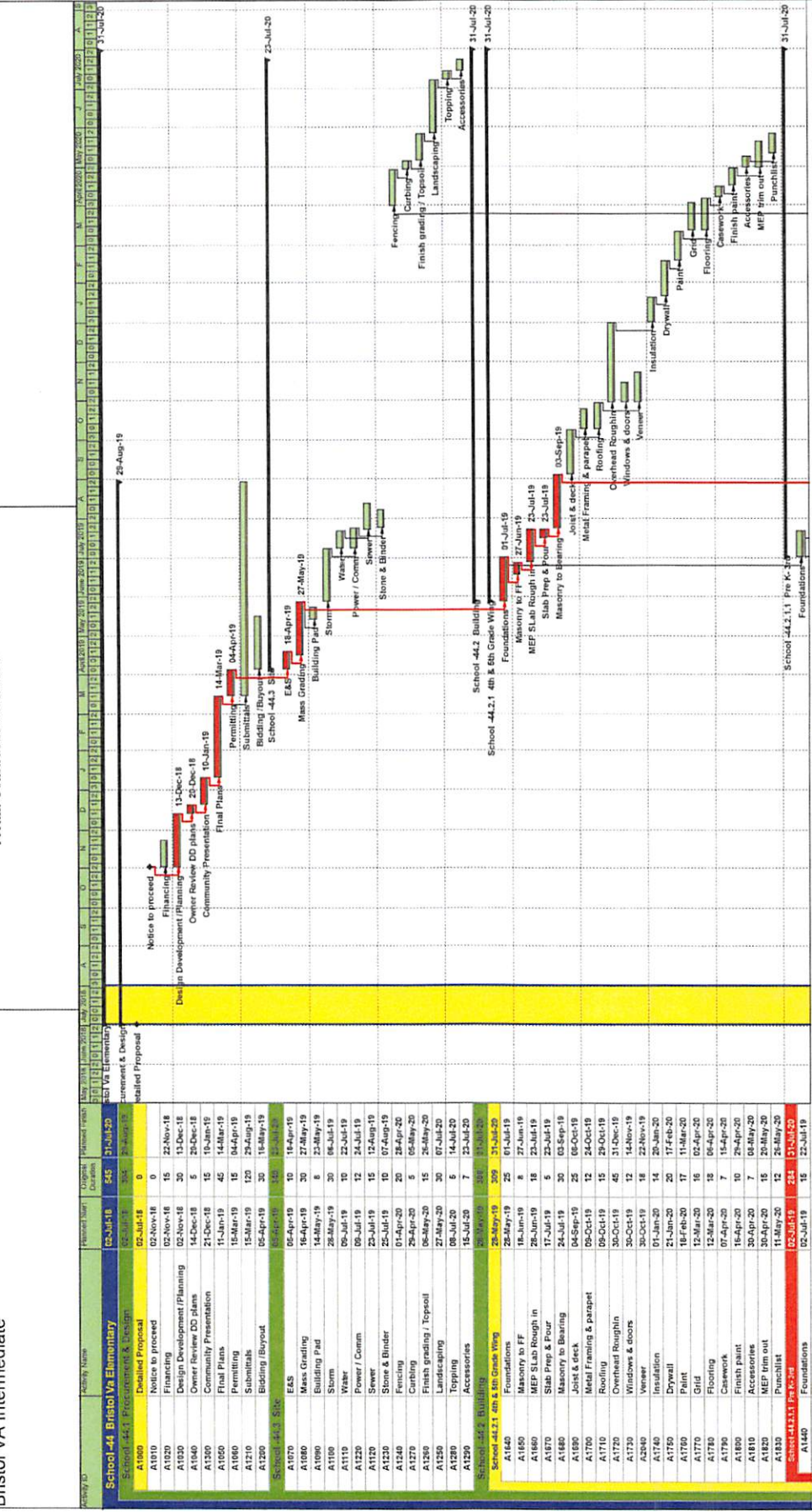
Our schedule is dependent upon normal weather conditions. Abnormal conditions can adversely affect the schedule. Should this occur, we would have to accelerate the schedule which may affect pricing.

- Vandalism

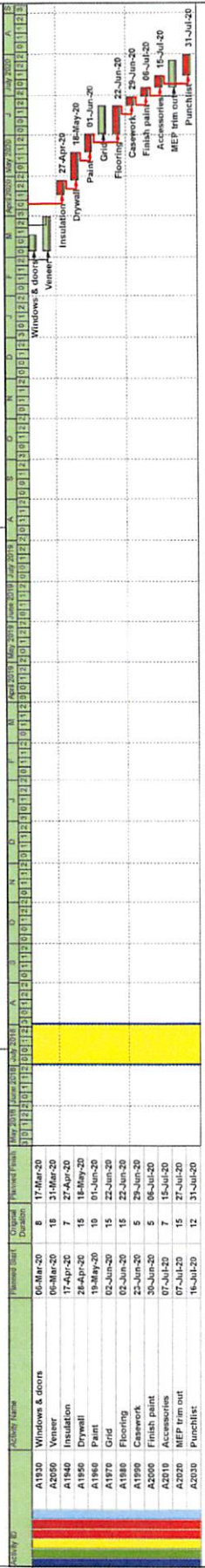
Unfortunately, and despite the best of efforts, vandalism periodically occurs at job sites. We employ several factors mitigate vandalism. This job site will be fenced to clearly delineate the construction zone and an area of limited access. We leave our job sites secure at the end of the day. Job site and storage trailers are locked. We will also install a job site camera.

- Accidents

According to the Bureau of Labor Statistics (BLS), construction is among the most dangerous industries in the country. OSHA cites “the fatal four” (falls, electrocutions, struck-by object, and caught-in/between) as the leading causes of work accidents and deaths. We strictly adhere to OSHA safety requirements to mitigate chances of “the fatal four” and other accidents from happening.







3. J. A. Street is to consider an approach that includes and interim agreement for design services only (no construction) that establishes a contract cost limit that cannot be exceeded and a follow-on comprehensive agreement that establishes a GMP or multiple GMPs that will be at or less than the contract cost limit established in the interim agreement.

We are prepared to enter in to an interim agreement.



Ridgeview Elementary

## **Team Leadership and Management:**

1. **Please confirm the roles and responsibilities of Jim Street, Brian Poe and Marcus Wilcox during the design, GMP development and construction phases of the project. Also, please present resumes for potential Superintendents for the project as well as any other team members that may be involved in the project such as a Construction Administrator for BLS.**

### **Jim Street – Project Executive**

Mr. Street will be responsible for the part of the workplace management team that directly manages projects including developing strategic program and project goals and monitoring performance. He creates and manages the organization's fiscal operating and capital budget and expenses. He monitors program and project performance of both internal and external service providers. Mr. Street also monitors client satisfaction, performance metrics as well as job sites.

### **Brian Poe – Pre-Construction**

Mr. Poe's primary responsibilities are to determine the scope and specification of the work, procure vendor proposals, compile estimates, control the cost, offer value options and buyout the project through vendor purchase orders and subcontract agreements. As he has performed on countless projects in the past, Brian will coordinate with the client's requirements and facility needs to orchestrate the engineering and vendor efforts to an optimal response. Throughout the design process, Brian performs value engineering studies. While reviewing an estimate, Brian affords consideration to alternative construction methods or systems. Note that these alternatives may not always reduce cost, but may instead improve the long-term performance and maintenance of systems. It is in these earliest stages of the project development that the greatest degree of effectiveness is attainable to control cost. By the time the working drawings are complete and the project goes into construction, he has the least opportunity to reduce costs without sacrificing project integrity. To be effective in controlling cost, Brian is heavily involved from the very beginning of the project development. He participates in the planning, helping the project team decide on the systems that make up the building. With this early involvement in the planning phase, the project team has an established awareness to make recommendations for alternative building solutions as the project progresses.

### **Marcus Wilcox – Senior Project Manager**

Mr. Wilcox will have the primary responsibility for the overall successfulness of delivering the project, and reaching set targets both safely and correctly. He will plan the delivery of the project, manage the project schedule, resolve issues, report on the progress, monitor the project budget, and serve as the School Board's primary contract person. He will manage the project to ensure all activities in the schedule are completed on time.

### Billy Taylor – Assistant Project Manager

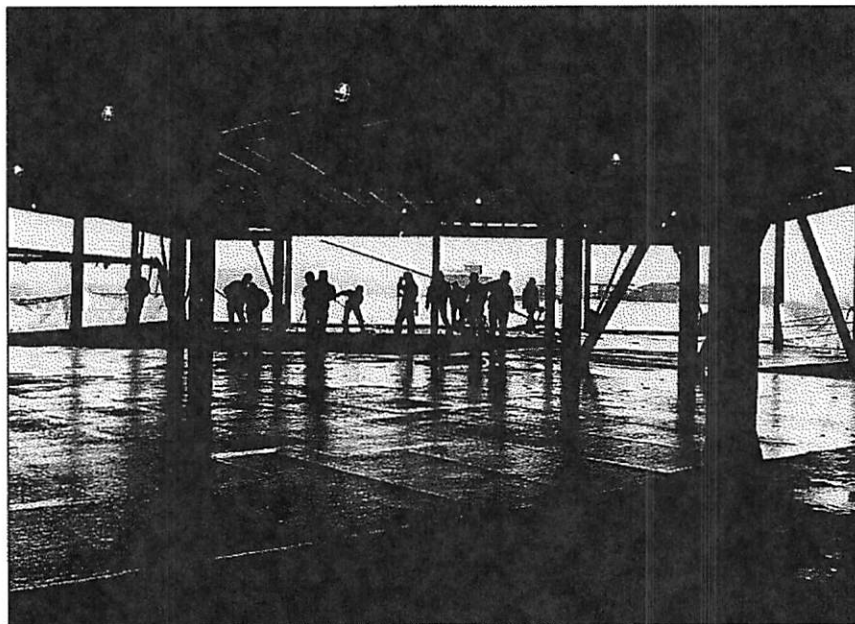
Mr. Taylor will be responsible for assisting Project Manager in coordinating the activities of the project to help ensure cost, schedule, document control and quality standards are met. He will also provide support to the superintendent and other field staff with regard to subcontractor communication and scheduling, RFIs and obtaining all necessary permits, . Mr. Taylor will also be responsible for assisting with project meetings and minutes.

### Potential Superintendents: Robert McGill and Ron Casey

The job superintendent provides on-site coordination for all phases of the project, including coordinating/scheduling subcontractors, material and equipment, ensuring that specifications are being strictly followed, and work is proceeding on schedule and within budget. The superintendent will be responsible for scheduling, inspections, quality control, and job site safety. He will also be responsible for maintaining the job site log and materials records, identifying conflicts in construction progress and bringing them to the team for resolution, ensuring that the job site is always kept in a clean and organized manner, and opening the jobsite at beginning of the day and securing the jobsite at the end of the day.

### Ralph Kiser – Construction Administrator (BLS)

During construction, the architect's role becomes that of an observer and record keeper more than a designer or draftsman. Mr. Kiser will schedule regular site visits and walk-throughs to monitor the progress with additional visits scheduled around particularly important phases of construction. Mr. Kiser will also assist when there are questions about interpretation of the drawings or documents. He will assist as the BLS team responds to any RFIs. At the end of the job, he will work with the project manager, assistant project manager and superintendent to formulate and review the punch list for completion.



## J. A. Street & Associates Robert McGill - Superintendent



Robert joined our company in 2007. Robert has two decades of experience as a Superintendent. His duties include but are not limited to coordinating with Project Managers to review plans during both pre-construction and construction, ensuring that all materials are on site (organized, safely stored and readily available), preparing daily reports, scheduling subcontractors, reviewing progress with Project Managers and subcontractors, managing and coordinating all field activity, securing necessary permits, discussing scheduling, cost concerns and changes immediately with Project Manager, maintaining a clean and safe worksite that meets all company risk management and OSHA guidelines, and sets biweekly required project meetings.

- ETSU Pediatrics – Johnson City, Tennessee (in progress)
- ETSU Physical Therapy (VA Campus) – Johnson City, Tennessee
- Agero Interior Renovation – Blountville, Tennessee
- Holston Medical Group – Rogersville, Tennessee
- Sunnyside Baptist Church – Kingsport, Tennessee
- Regional Eye Center - Blountville, Tennessee
- Norton Medical Mall – Norton, Virginia
- Seasons Women’s Center – Bristol, Tennessee
- Kingsport Senior House – Kingsport, Tennessee
- Holston Medical Group- Duffield, Virginia
- Advanced Technology Application Center – Duffield, Virginia
- Holston Medical Group Heart Center – Kingsport, Tennessee
- HMG CT Room at Sapling Grove – Bristol, Tennessee
- Sapling Grove Urgent Care – Bristol, Tennessee
- Curton Orthodontics – Kingsport, Tennessee
- Holston Medical Group – Kingsport, Tennessee
- Holston Medical Group Night Clinic – Kingsport, Tennessee
- Sapling Grove Third Floor Renovations – Bristol, Tennessee
- VFP Addition – Duffield, Virginia
- Ridgcrest Nursing Home Renovation – Duffield, Virginia
- Holston Medical Group Suites Renovation – Bristol, Tennessee
- Holston Medical Group, Women’s Season Center – Bristol, Tennessee
- Mountain States Health Alliance – Norton, Virginia
- Food City Gas-N-Go – Cumberland, Kentucky
- Food City Gas-N-Go – Pennington, Virginia
- Eastman Credit Union – Blountville, Tennessee
- Bristol Fire Station – Bristol, Tennessee

### CERTIFICATIONS

Red Cross CPR Certification

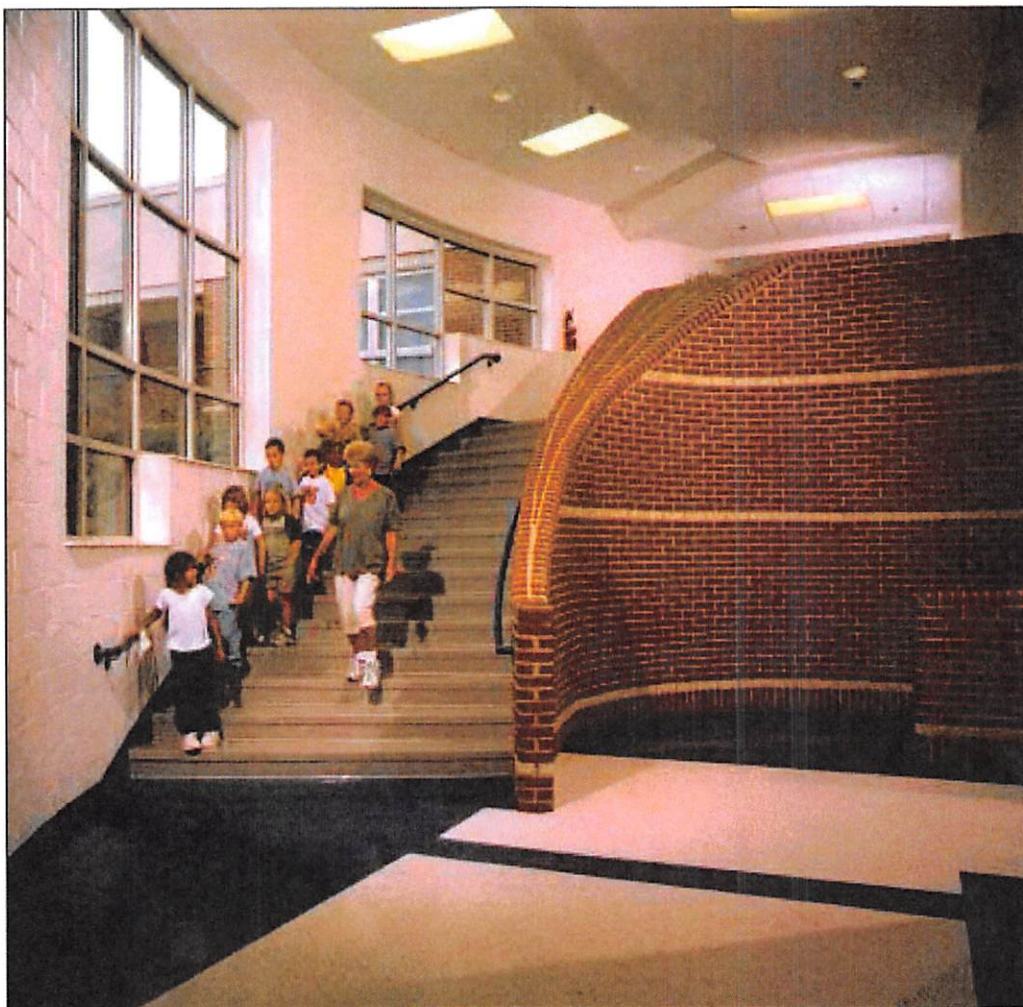
Red Cross First Aid Certification



TOSHA 10-hour Safety Training  
AGC Superintendent Training Program  
Accident Prevention and Loss Control  
Contract Documents  
Problem Solving and Decision Making  
Planning and Scheduling

AWARDS

2014 Associated General Contractors (AGC) Superintendent of the Year



South Central Elementary

## J. A. Street & Associates Ron Casey - Superintendent



Ron joined our company in 1996. His duties include but are not limited to overseeing employees from different trades and acting as liaison between sub-contractor, owners and architects.

- Blue Ridge Jeep, Chrysler, Dodge, Ram (in progress) – Abingdon, VA
- Hapco Pole Products- Abingdon, VA
- Emory & Henry College Village- Emory, VA
- Highlands Community Services Childrens Center- Abingdon, VA
- Sunbelt Rentals – Blountville, TN
- Food City Soddy Daisy – Soddy Daisy, TN
- K-VA-T Distribution Center Misc. – Abingdon, VA
- True Nails Shop – Blountville, TN
- V-DOT-Bristol District Office Renovations- Bristol, VA
- Food Country Main St. Abingdon, VA
- Food County Hwy. 19 Abingdon, VA
- Food Country Mountain City, TN
- Food County Main St. Abingdon, VA
- Pulaski County Public Safety – Pulaski, VA
- Abingdon Shoney's – Abingdon, VA
- Blue Ridge Beverage- Bristol, VA
- Maxxim Rebuild – Norton, VA
- Food City Coeburn – Coeburn, VA
- Food City Quebecor Shops - Kingsport, TN
- Aspen Dental – Kingsport, TN
- Food City Weber City – Weber City, VA
- Food City Lebanon – Lebanon, VA
- Celebration Church – Blountville, TN
- Christ Fellowship Church – Kingsport, TN
- Lowe's of South Bristol – Bristol, TN
- Food City Blountville Shops – Blountville, TN
- Food City Blountville – Blountville, TN
- Mid Mountain Perishable Remodel – Abingdon, VA
- Mid Mountain Miscellaneous – Abingdon, VA
- Mid Mountain Cold Storage – Abingdon, VA
- Mid Mountain Bridge – Abingdon, VA

- Utility Trailer – Atkins, VA
- A. E. P. – Glade Springs, VA
- Alltel Switch Annex – Kingsport, TN
- Courtyard Marriott – Bristol, VA
- Renaissance Park/Bristol West – Bristol, TN
- Food City Damascus Shops – Damascus, VA
- Food City Damascus – Damascus, VA
- Crowley Foods – Bristol, VA

### EDUCATION

Abingdon High School 1991

Two Year Certificate for Auto Mechanics – William Neff Vocational Center – Abingdon, VA

Maintenance Repair Cluster Class – Washington County Technical School – Abingdon, VA

### CERTIFICATIONS

Red Cross CPR Certification

Red Cross First Aid Certification

TOSHA Trench and Excavation Competent Person

TOSHA 10-Hours Safety Training

TOSHA 30-Hour Safety Training

Storm Water Pollution Prevention

AGC Superintendent Training Program

AGC Carpentry I, II and III

Powered Industrial Drive

Yearly Drug Free Workplace Training

HVAC Training Institute Basis Commercial HVAC Systems Class

Erosion Control/Stormwater Pollution Protection Plan Class



Highlands Community Services

## J. A. Street & Associates Billy Taylor – Project Manager



Billy joined the company in 2016 after working as an estimator/project manager for construction companies in North and South Carolina. He is a highly driven and thorough project manager with expertise in a variety of facets of the construction industry and experience in a broad range of projects.

### EXPERIENCE

Blue Ridge Chrysler, Dodge, Jeep, Ram – Abingdon, Virginia (in progress)  
Wallace Imports (VW, Kia, Subaru) – Bristol, Tennessee  
Hallmark House Assisted Living Facility – Louisville, Kentucky  
City of Bristol, TN Fire House #5 – Bristol, Tennessee  
Renovation: Bristol Bag Plant to Wallace Body Shop – Bristol, Tennessee  
Renovation: Virginia Workers' Compensation Commission Regional Office – Bristol, Tennessee  
Hunter Wright Stadium – Kingsport, Tennessee  
BAE NACSAC Control Room – Kingsport, Tennessee  
BAE Post Renovation – Kingsport, Tennessee  
ETSU Building #2 Physical Therapy Department Renovation – Johnson City, Tennessee  
ETSU Clinical Education Building, Pediatrics Renovation – Johnson City, Tennessee  
FC Piney Flats Shop Expansion – Piney Flats, Tennessee  
Freddy's Frozen Custard & Steakburgers - Morristown, Tennessee  
Freddy's Frozen Custard & Steakburgers - Bristol, Virginia  
Freddy's Frozen Custard & Steakburgers – Johnson City, Tennessee  
Freddy's Frozen Custard & Steakburgers – Oak Ridge, Tennessee  
The Bristol Hotel – Bristol, Virginia  
Regional Eye Center III – Kingsport, Tennessee  
Tennessee High School Toilet Renovations – Bristol, Tennessee  
Wallace Subaru Service Drive – Johnson City, Tennessee  
Wellmont Specialty OBGYN Renovation – Kingsport, Tennessee  
Piney Flats Retail – Piney Flats, Tennessee

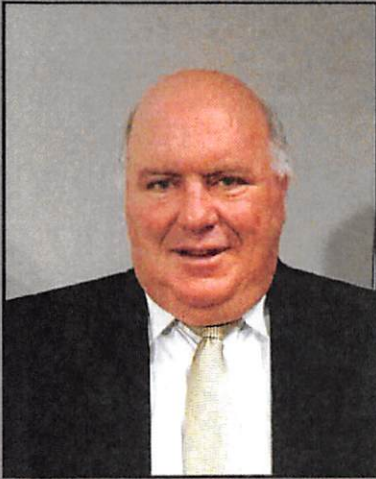
### EDUCATION

Bachelor of Science, Construction Management  
East Carolina University, Greenville, North Carolina  
Sigma Lambda Chi National Construction Management Honor Society

### JOB RELATED EDUCATION/TRAINING

Associated General Contractors Construction Supervisors Certification  
United States Green Building Council LEED AP  
OSHA 30-Hour Safety Training Certification  
US Army Corps of Engineers Construction Quality Management Certified (expired)

# BLS TEAM



## Field Observer

### Education:

B.S. Milligan College,  
Milligan College, TN

**Ralph Kiser**, with 34 years of construction experience, is key of both inner office functions and actual construction technology required for outstanding project delivery.

Ralph Kiser's on-site experience helps ensure that BLS projects are constructed as specified. His recent project management includes the new Boones Creek Elementary School, Washington County TN, HVAC replacement for Love Chapel Elementary School, Unicoi County, TN, Classroom addition and renovation to Central Elementary School, Carter County, TN, Unicoi County 6-8 Middle School, Unicoi County, TN, new Ridgeview PreK-8 School, Washington County, TN, additions to Dryden Primary School, renovations to Thomas Walker High and Stickleyville Elementary Schools, Lee County, VA, re-roofing of Wise Primary School, Wise, VA, additions and renovations to Ervinton Elementary School, Dickenson County, VA, new Indian Trail Middle School, new Woodland Elementary School, Johnson City, TN, additions and alterations to West View Elementary School, Washington County, TN, window replacement for Gouge and Tipton Hill Elementary Schools, Mitchell County, NC, renovations to Church Hill Middle, a new Church Hill 5-6 Middle School, a new Clinch K-12 combined School, additions to Bulls Gap Elementary and additions to Surgoinsville Elementary and Middle Schools, Hawkins County, TN, re-roofing of North Side Elem. and Cherokee Elementary Schools, Johnson City, TN.

Other projects Kiser has participated in include the new RCAM Building for Northeast State Community College, Kingsport, TN, Elevator Addition for Westminster Presbyterian Church, Johnson City, TN, the new Milligan College Convocation Center, Milligan College, TN, an addition to First Christian Church, Johnson City, TN, additions to Boones Creek Christian Church, Johnson City, TN, additions to Central Baptist Church, Johnson City, TN, a new Fred and Dorothy Thompson Center and Student Housing for Emmanuel School of Religion, Johnson City, TN, a new Avery County Transportation Facility, a new Avery County Health Department Facility, Newland, NC, and a new Memorial Park Community Center, Johnson City, TN.

Mr. Kiser has also participated in a new two story Health Department, Blountville, TN, a ten story SunTrust Banking Facility, Johnson City, TN, additions and renovations to Bristol Electric System, Bristol, TN, Carta Mundi Manufacturing Facility, Blountville, TN, renovations to Bristol Raytheon Government Facility, Bristol, TN, additions and renovations to Radford Virginia Town Hall, renovations to Martha Washington Inn, Abingdon, VA, Green Construction Environmental for a Catholic Retreat Center, Abingdon, VA, renovations and addition to the Tri-Cities Airport, Blountville, TN, and a new medical facility for Dr. Hudson, Johnson City, TN,

2. Confirm which projects your proposed Design-Build Project Manager is currently involved with and when his projects are anticipated to reach completion.

Marcus Wilcox – Senior Project Manager

Accent Storage – August 2018

Blountville Christian Church – September 2018

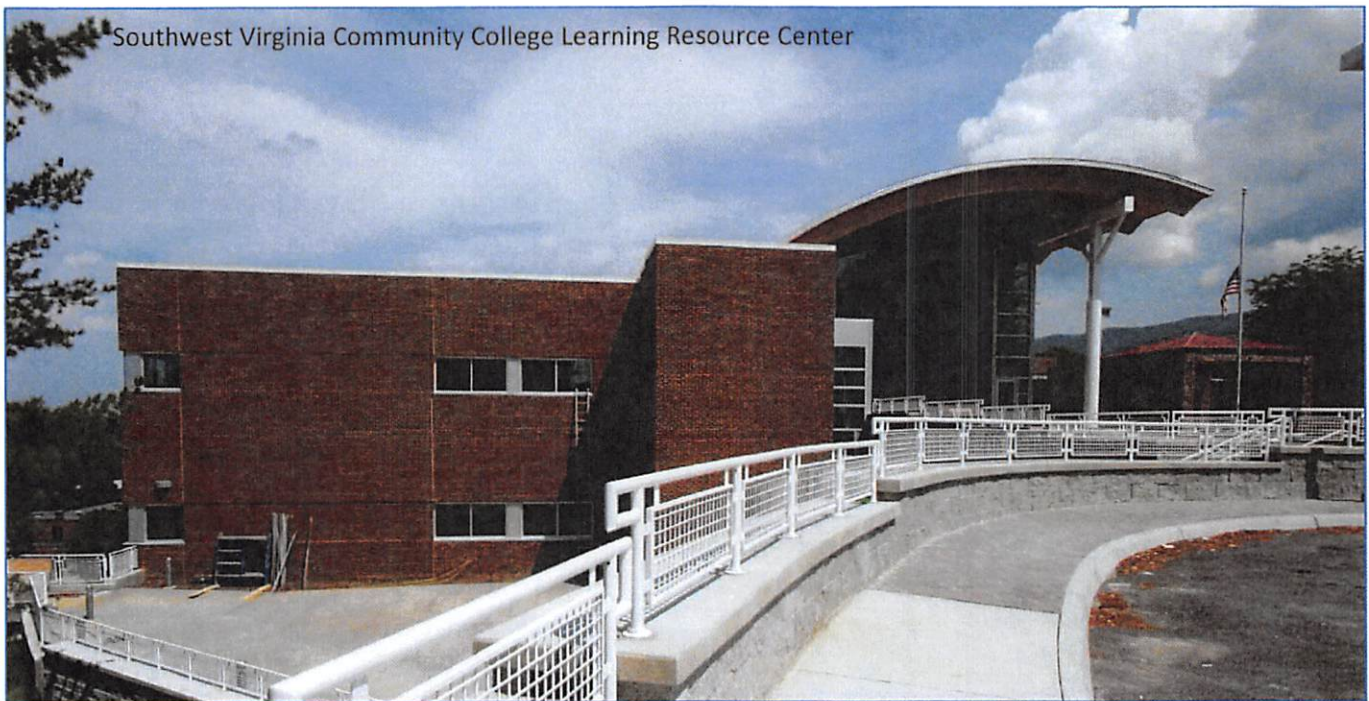
Keene Mountain Correctional Facility – March 2019

VDOC Maintenance – on-going

Billy Taylor – Assistant Project Manager

Blue Ridge Chrysler Jeep Dodge – February 2019

Canteen – August 2018



3. Expand upon your experience working with an owner's representative project manager and your expectation of the services of the owner's representative project manager.

We have worked on several projects involving an owner's representative project manager and have experienced the benefit of their role in a project. An owner's rep allows the owner to perform their daily tasks (operating a business, running a school system, etc.) without the burden of dealing with questions, change orders, and requests. Working with the owner's rep allows us quicker access to information and issue resolution since we don't have to wait for an unobligated time in the owner's day. In many situations, the owner is not familiar with the construction process and is uncomfortable making decisions that are needed.

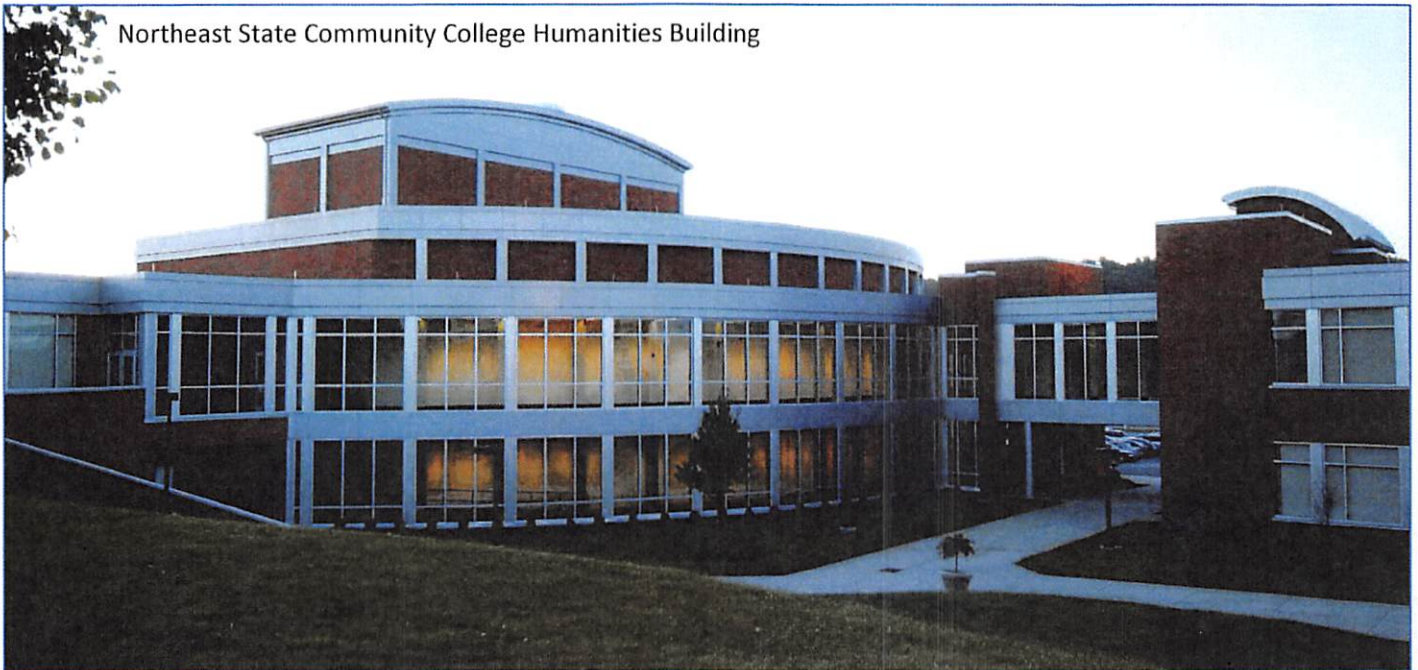
Our primary expectations of the services of the owner's rep include serving as our primary contact person throughout construction, assisting the owner in making decisions, processing change orders, approving invoices, accepting submittals, monitoring our progress for the owner, impartially assisting in resolving any conflicts that may arise.



## Business Terms and Structure of the Interim and /or Comprehensive Agreement

1. The Owner intends to enter into an Interim Agreement which will establish a Contract Cost Limit (CCL) for the design and construction of the project and authorize the design to progress in order to develop a GMP or multiple GMPs for the work. The Owner intends to use the AIA A141-2004, Agreement Between Owner and Design-Builder form of contract as the basis for the Comprehensive Agreement which will follow the execution of the Interim Agreement. The comprehensive Agreement will include a mutual agreement on the scope, level of quality, schedule, design approval process, a Guaranteed Maximum Price (GMP) that does not exceed the CCL, along with other terms and conditions. Please confirm you are in agreement with the intended approach and provide any suggested modifications to this approach for consideration.

We agree with on this intended approach. We have used it on prior project and is has worked well.





2. The Owner is interested in a partnering approach throughout the life cycle of the project. This approach includes a transparent, “open book” process whereby the Private Entity will provide copies of bids, subcontractor/vendor/supplier contracts and other procurement documentation, invoices and accounting records and the like upon the request of the Owner. Please provide your thoughts on effective means of partnering and establishing a transparent process.

We have partnered similarly with other clients in the past. This process works well, particularly on projects involving an owner’s representative project manager.



Bristol, Virginia School Board Offices

3. The Private Entity will be required to bid out all major trade packages and obtain a minimum of 3 bids for each trade package unless agreed upon in writing along with providing the Owner with copies of bid tabs and all bids/quotes at time of presentation of the GMP. Is the Private Entity in agreement with this approach?

We agree with this approach.



John Adams Elementary School



4. The proposed structure of the GMP includes the following items. Please provide a response on whether or not you are willing to accept this structure as-is or with any modifications.

- Reimbursable Cost of the Work up to the amount of the GMP including general conditions, general requirements, and trades work.
- Subcontractor Bonds / Insurances
- Private Entity Insurance
- Performance and Payment Bond
- Fixed Design Fee
- Fixed Private Entity Fee (overhead and profit)
- Private Entity Contingency: The Private Entity Contingency may be used by the Private Entity for scope gaps between trade contractors, contract default by a trades contractor, and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Private Entity Contingency is for use by the Private Entity; however, the Private Entity must provide the Owner notice of each uses of this contingency within a reasonable amount of time, but no later than three work days after occurrence. This includes changes the result in a credit to the Private Entity Contingency. Owner approval to use the Private Entity Contingency shall not be unreasonably withheld. The Private Entity may use the Private Entity Contingency to cover the cost of any needed repairs that need to be made during the construction process; however, costs for repair work will need to be back-charged to subcontractors or covered out ow the Private Entity's fee. The Owner will not be responsible for the cost of repairs made during construction. At the conclusion of the project the remaining balance of the Private Entity Contingency is to be credited 100% to the Owner.

We are willing to accept this structure without modification.

5. Provide proposed method for any buyout / cost of work savings. The Owner proposes 100% credit for buyout / cost of work savings.

“Buying out” of subcontracts and purchase orders is an important part of the construction process. Each price received during budgeting is reanalyzed after the contract is awarded to ensure that all scopes of work are included. The buyout time frame allows us to be completely focused on the project and have ample time to evaluate scopes and pricing based upon the final design. Any ambiguities are resolved and scopes may be altered to obtain a price better than the budgeted amount. Many factors may affect buyout or cost of work savings including specifications for “like products” versus use of exclusive materials/manufacturers, workflow, errors in bids, bundling services, quick payment discounts, and material delivery times.

It is our goal to deliver the best building at the best price. This phase of the project involves considerable staffing and time commitment. For that, we propose a 50/50 buyout/cost of work savings.



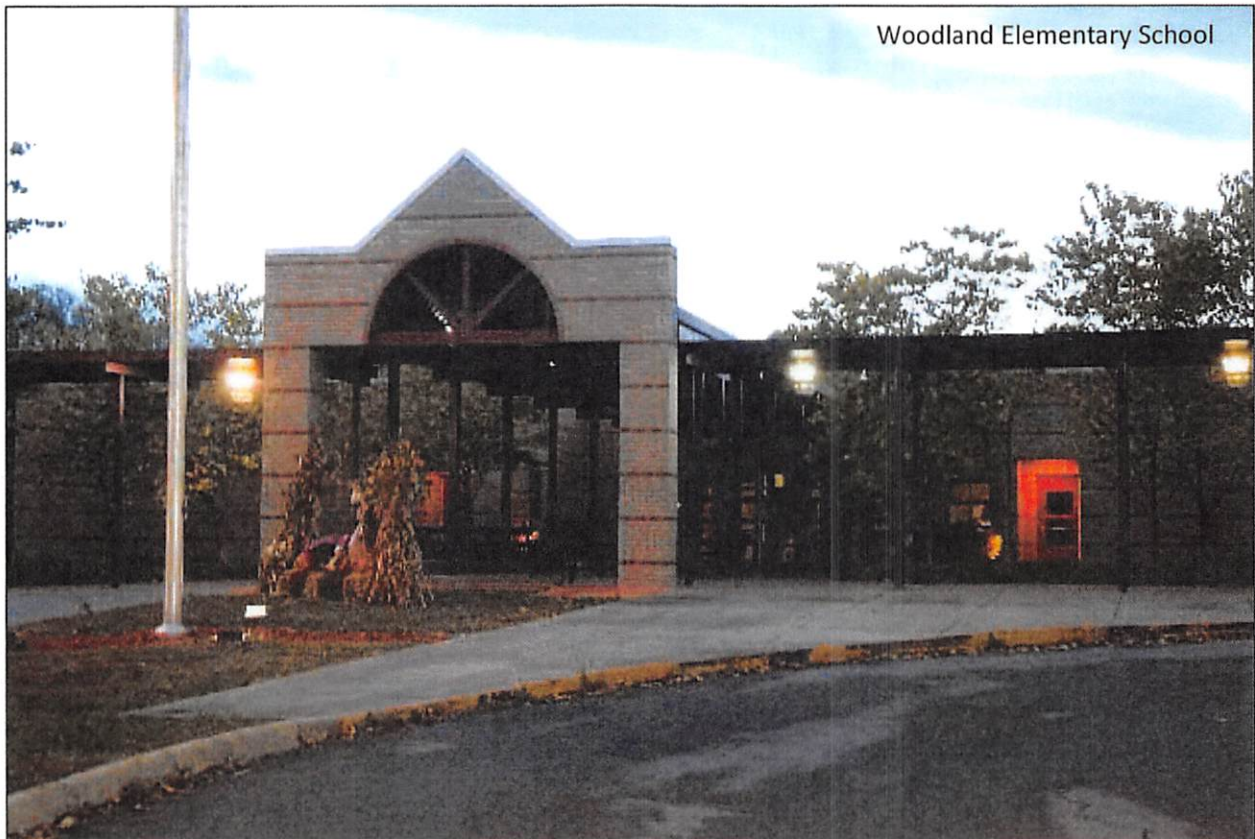
- The Private Entity will not be allowed to mark-up any change orders funded through the Private Entity contingency as it is proposed that the Private Entity's fee will be based upon the value of the work at the time of GMP. Any owner-requested change orders to be funded out to the Owner's contingency will be allowed to be marked-up a fair and reasonable amount, however, the Owner is interested in establishing a maximum amount for subcontractor and Private Entity mark-ups for overhead and profit. Please propose what you believe should be the maximum allowable mark-ups by subcontractors and the Private Entity for owner requested changes.

We propose the following mark-ups:

Subcontractor 10%

GC profit 5%

Overhead 5%



7. How do you plan to handle tenant change orders?

Change Orders would only apply to owner directed revisions or unforeseen conditions. Owner directed revisions that increase the project cost could be accommodated either by direct cost reimbursement or an amended lease rate. If unforeseen conditions are encountered, the project scope and design can be amended to conform to the project budget. Primary exposure to unforeseen conditions would be relative to soil and underground conditions. Since geotechnical exploration and testing services would occur early in the design process, the cost impact for remediation or special foundations could be quickly assessed prior to building construction in time for it to be mitigated with design revisions.

8. How do you propose to handle value engineering? What role will BVPS play in the process?

In developing the Detailed Project Proposal and related construction cost, all elements of the design will be evaluated for value engineering ideas solicited from designers, vendors and subcontractors. The goal will be to identify any potential savings by researching the following:

- Substitution of different materials
- Efficiencies of standardized components
- Alternative systems
- National purchasing accounts
- Volume purchases

As the project's plans and specifications are developed, J.A Street and Beeson, Lusk & Street will collaboratively review these documents from a cost/benefit viewpoint with a clear understanding of the project requirements and the design intent. The team will evaluate the project costs in light of the pre-established project requirements and quality standards.

This process starts with the control budget established early in project development. All costs and estimates are continuously compared to the control budget. When the need for value engineering is determined, JA Street's pre- construction department generates a list of options to be considered and reviews each with the Owner and Architect to determine the options which merit further consideration. JA Street will prepare pricing for each option and obtain Team approval for items to be included in design revision. Each option is documented to create a tracking system for budget development with the ultimate objective to identify the very best materials and construction methods that will add the greatest value to the project.

9. Liquidated damages will be established at the time of the Comprehensive Agreement negotiations. The amount of liquidated damages has not been determined at this time. Please provide your thought on liquidated versus actual damages for damages for delay and how this affects your approach to establishing a GMP and project financing.

We prefer that liquidated damages rather than actual damages be included in the contract as liquidated damages are quantifiable. Actual damages are unknown, time consuming and expensive to determine.

We take great pride in the fact that we've never missed a scheduled opening. We take greater pride in our accomplishments at a recently completed project at Emory & Henry College. The project was scheduled for completion in October 2016. Three months prior to the completion date, the client asked for the project to be completed in September to better facilitate students move-in schedules. Utilizing overtime and accelerated delivery of certain items, we were able to meet the client's request.

If, for some uncontrollable reason, there is a need to accelerate the schedule, we will extend our construction hours (if outside the bounds of hours set by City Code, we will coordinate with the Building Official for approval to do so), assign additional personnel and/or accelerate delivery of items to the project.

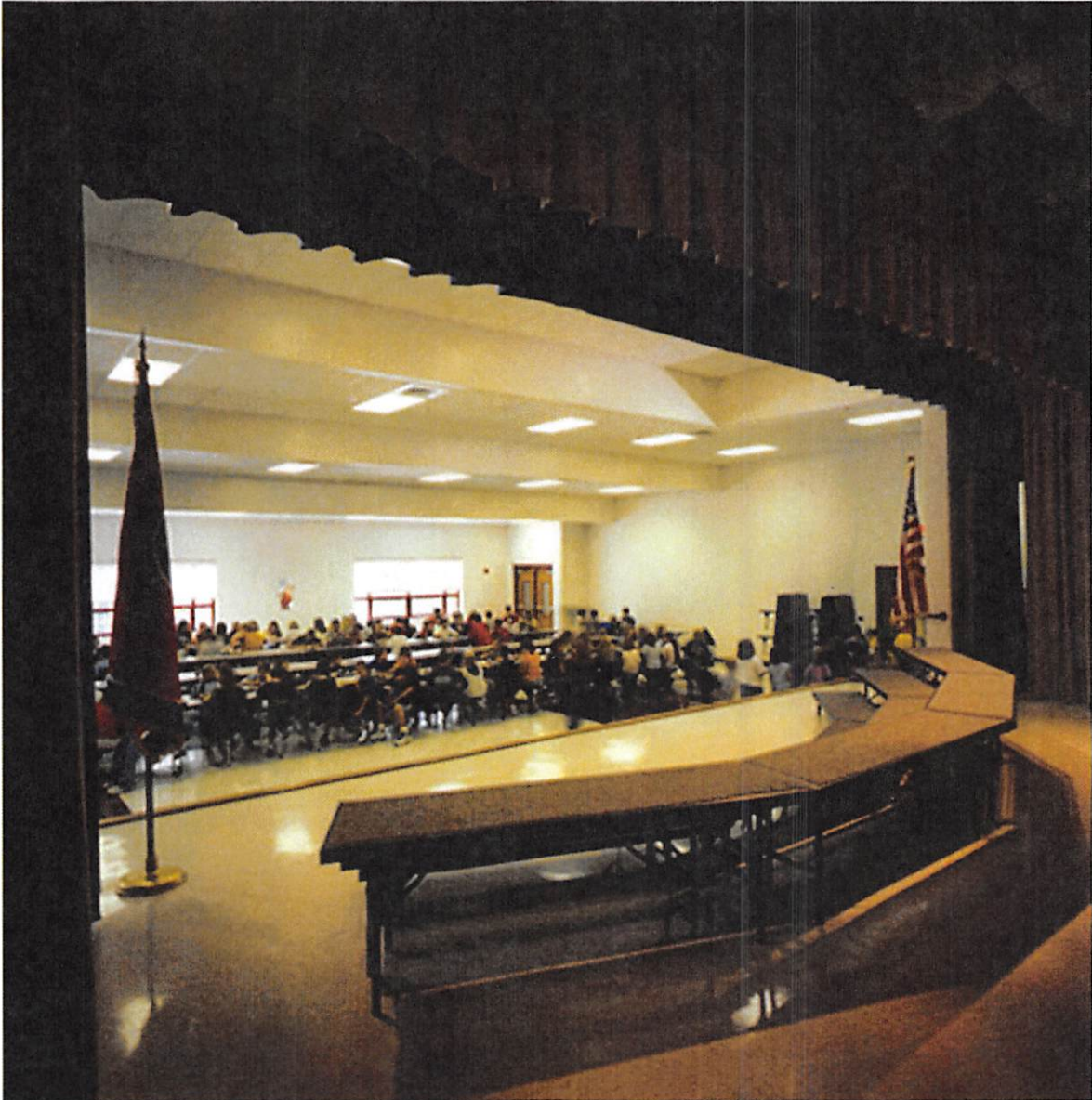
As was stated in the Risk Analysis section of this proposal, it is imperative that construction commence by March 2019 to ensure delivery of the new school by start of the 2020 school year. Given that, we are confident in our ability to meet the proposed schedule. A design build process provides us more control over the schedule which adds to our confidence to meet the proposed schedule. This is aided more so with the use of an owner's representative project manager as we will have only one point of responsibility for all contact; thereby minimizing the potential for delays in decision-making.





10. Allowances may be established for scopes of work that cannot be fully defined at the time of the agreement of the GMP. The Private Entity will be responsible for managing each allowance to ensure the amount of the allowance is not exceeded without prior approval of the Owner.

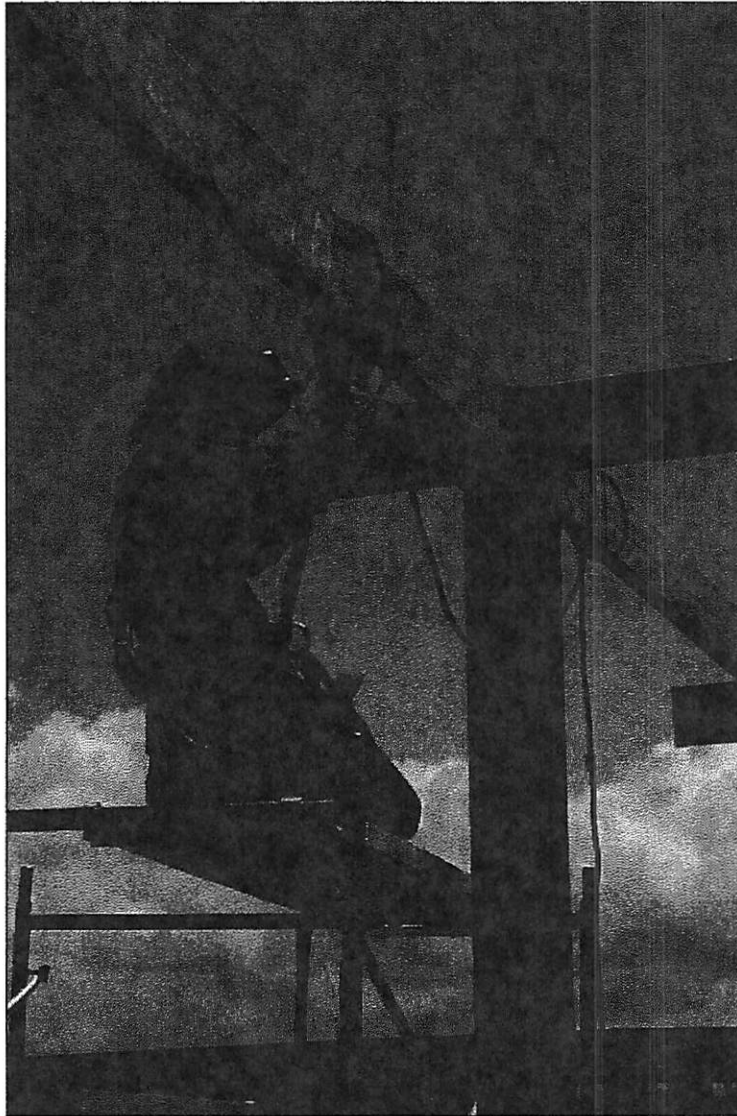
We agree with this methodology.



Cloudland Elementary

11. Private Entity may self-perform up to 10% of the cost of construction provided the Private Entity's price for the work can be demonstrated to be lower than competitive bids from trades contractors.

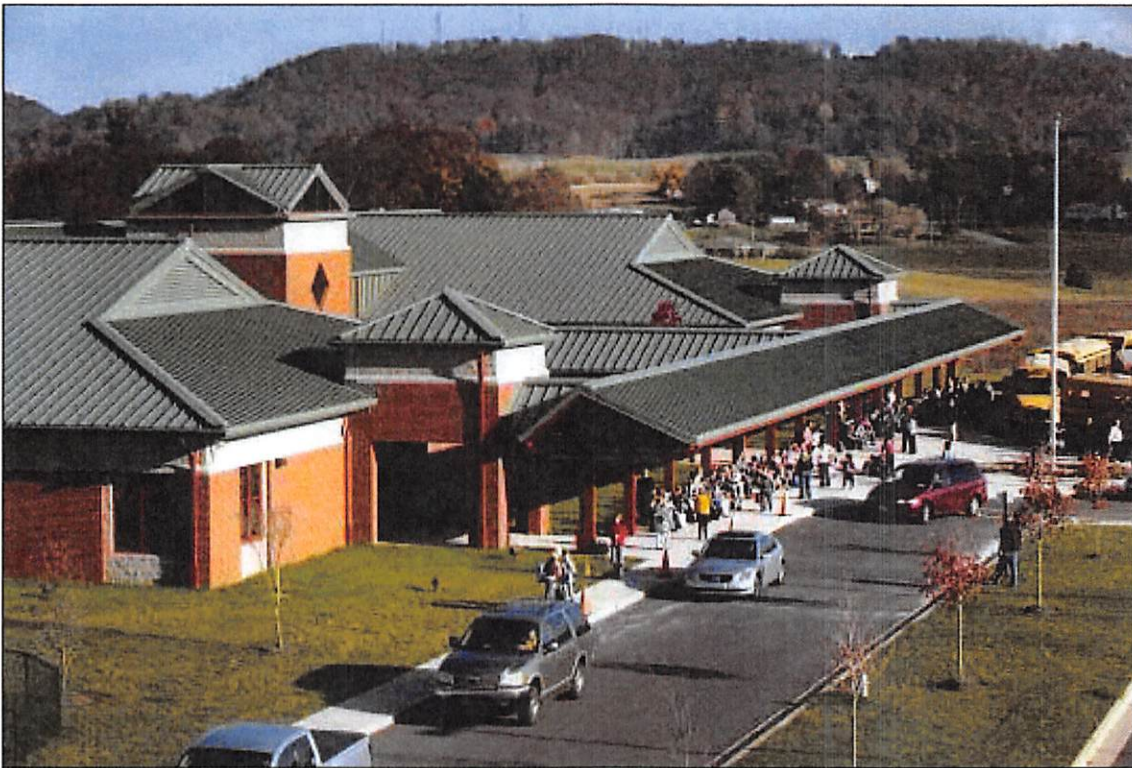
We agree with this standard and will demonstrate the savings. On prior projects we have realized an average savings of 15% for self-performed concrete work and 40% for self-performed steel work and are confident in our ability to perform similarly on this project.



Grandview Elementary

12. The cost of all warranty work will be the responsibility of the Private Entity, including time spent coordinating warranty work by the Private Entity's project manager, superintendent or other team members.

We agree with this and have a dedicated staff member who coordinates warranty manuals for clients. Our standard operating procedures require that our project managers coordinate warranty training with clients.



Ridgeview Elementary

Financing:

1. How can you reduce the cost of your financing plan?

Please see Volume II – Proprietary Information



Southside Elementary

2. What assurances can you provide that your plan for financing will not implicate the City's credit/debt capacity or result in a down grade by the rating agencies? And why?

Please see Volume II – Proprietary Information



Greenlee Primary



3. How you propose to handle cost overruns in your financing plan?

Please see Volume II – Proprietary Information



Sullins Academy



# Bristol, Virginia New Intermediate School

## PPEA Detailed Proposal Response

### Volume II

August 10, 2018



## Table of Contents

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## **Executive Summary**

J. A. Street & Associates, Beeson, Lusk & Street, and PFIC have teamed to provide the Bristol, Virginia School Board a working conceptual design and financing plan to enable the Board to move forward with the school consolidation/new school construction project.

The Board selected the Van Pelt Elementary School campus and the adjoining Suncrest Park properties as the most viable location for a new school construction project. The information presented herein demonstrates that the site can easily accommodate a new school structure while leaving ample open space and recreational area for the community's use and enjoyment. The proposed structure's location is on an even plane with the existing school building providing a setting more in keeping with a continuous campus, allows for separate bus and automobile circulation, allows for natural buffering via tree retention, provides area for future recreational amenities to be added to the site, and can be constructed and financed within the school system's stated budget.

Our proposal provides an 85,684 square foot building with the following amenities:

- cafeteria
- high school size gymnasium with seating and concessions,
- media center
- music room
- occupational/physical therapy area
- speech rooms
- computer labs
- in-class restrooms for Pre-K and Special Ed classrooms
- central courtyard

This proposal offers a 30-Year triple net lease with a lease payment: \$1,254,500. This lease payment includes the costs of issuance, debt service reserve, and underwriters discount in addition to the cost of the project. Final financing plan to be negotiated and may differ from proposal.

1. Provide more detailed floor plans, a site plan, and elevations. We request the following design modifications be considered:

- Modify the location of the access road to not impact the adjacent park or neighbors.

The attached revised site plan relocates the access road off Suncrest Drive to a location substantially out of the tree line so that large mature trees may remain on the site.

- Reduce the amount of parking by moving or eliminating bus parking.

Bus parking has been removed from the revised site plan.

- A site plan that incorporates Safe Routes to School initiatives.

The revised site plan has been amended to add a sidewalk along the access drive from Suncrest and to extend the sidewalk from its terminus on Hill Terrace to Grandview. The plan also includes a plaza which will include benches and bike racks between Van Pelt and the new school.

- Reduce the SF per student in order to reduce the overall SF of the building.

This design is for an 85,684 square foot facility. This yields a ratio of 140.47 SF per student.

- Provide green space between the proposed New Intermediate School and existing Van Pelt Elementary School. The green space should be considered for use as a multi-purpose field as currently shown on the site plans.

Green space has been provided as requested and shown on the revised site plan.

- Move location of multi-purpose field as currently shown on the site plans.

The green space between the two school buildings will serve as the multi-purpose field.

- Delete scope for relocation of tennis courts.

The tennis courts have been deleted from the scope.



## New Bristol Virginia Intermediate School

The school is composed of two main areas. A common use/access grouping of administration, computer classrooms, gymnasium, cafetorium, stage and media center. The common use spaces serve two wings of classrooms, which form the second main area of the school. The classroom wings contain teacher workrooms for planning and preparation, speech, resource, art and special education. Pre-Kindergarten rooms have self-contained toilets and grades 3-5 have convenient access to commercial toilets.

Automobile and bus traffic drop-offs utilize separate entrances. The entrances are both visually accessible to the administrative area. The entrances are also exposed to the watch of a strategically located security officer office. The school is totally ADA accessible with a chairlift provided at an elevated stage. The remainder of the school is accessible from ground level.

Heating and cooling will be provided by roof top units. These units provide conditioned and fresh air, eliminating the need for separate and expensive fresh air units. The roof top units can be serviced from the exterior, which minimizes classroom disturbances.

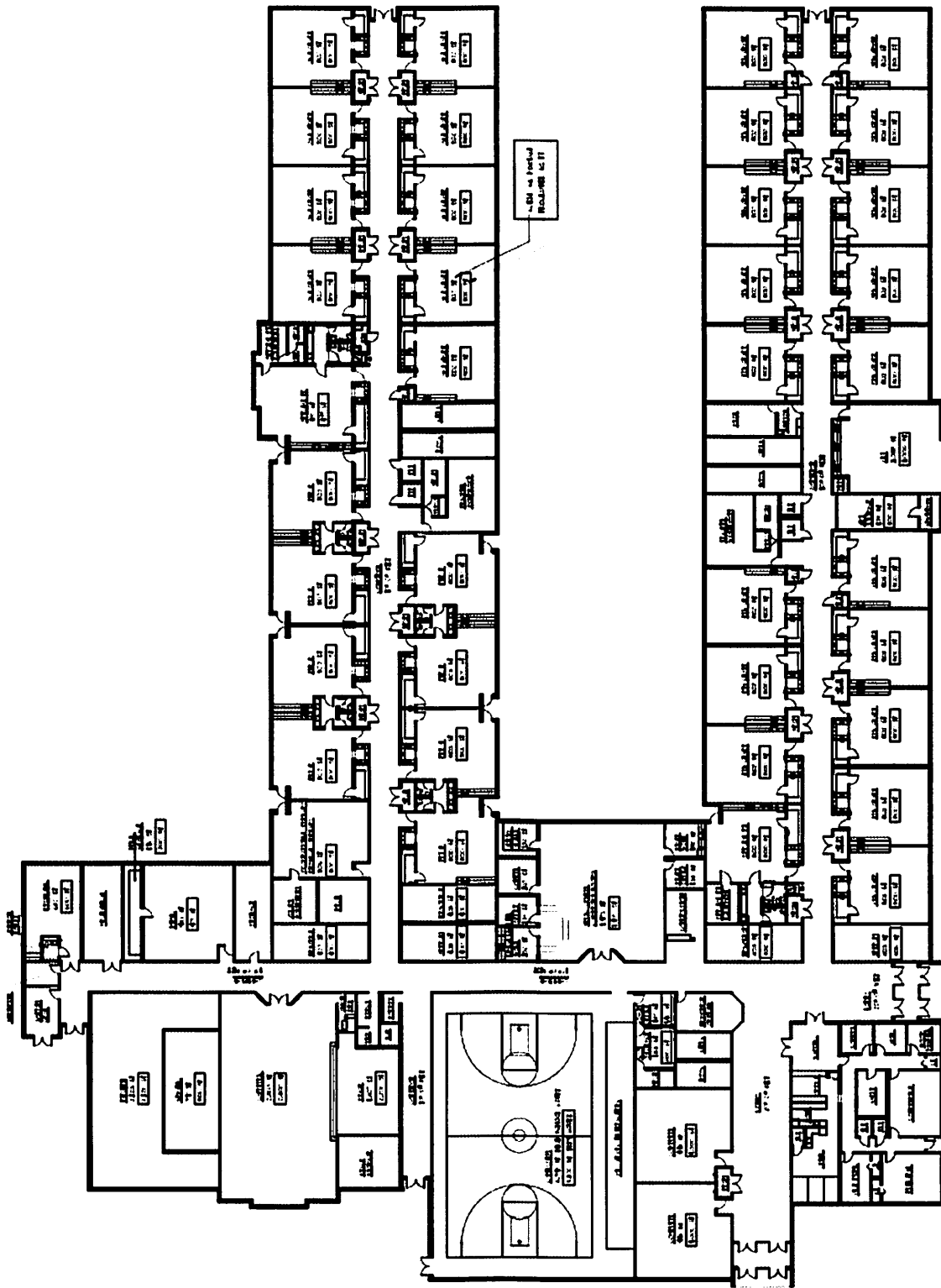
The school will be fitted with fire alarms, sprinkler system, motion sensitive lighting, and LED light fixtures. The exterior of the school will be clad in brick masonry with precast concrete accents. Each classroom will have access to natural light. The main entrances will be filled with clerestory light from the roof(s) above.



The school is designed and will be constructed for student safety, security, durability and comfort. The school will be acoustically separated for privacy, well lit, well insulated and environmentally friendly. Conveniently located storage will be provided for teachers and students. The school will be designed and built to perform as an excellent learning environment and a place where the community can come together to celebrate the educational development of their children.



**New Intermediate School, Bristol, Virginia**



**BRISTOL, VIRGINIA SCHOOL**

TOTAL = 85,684 SQ. FT.



OPTION 'A' - SITE LAYOUT PLAN

CAR VAN LOADING

BUS LOADING

PLAYGROUND AREA

Grandview Rd

Colony Cir

1. How you propose to handle cost overruns in your financing plan?

PFIC anticipates any cost overruns will be covered by J.A. Street & Associates' guaranteed maximum price bonded for performance, labor, completion, and materials.

Unless there are changes to the contract, the GMP will remain unchanged.



Exhibit C

Attached.

Developer's Budget



## Exhibit C

The ~~XXXXXX~~ Financing Plan includes the following budget:

Construction	\$14,600,000
Design Fee	876,000
Site work	2,500,000
FF&E	<u>500,000</u>
Total	\$18,467,000

Budget will be updated and detailed once GMP (Guaranteed Maximum Price) is generated. Expected to be finalized in approximately 8 – 10 weeks after approval to enter comprehensive agreement. Maximum lease payment, per Agreement, will not exceed \$1,300,000 without prior District and City Council approval.

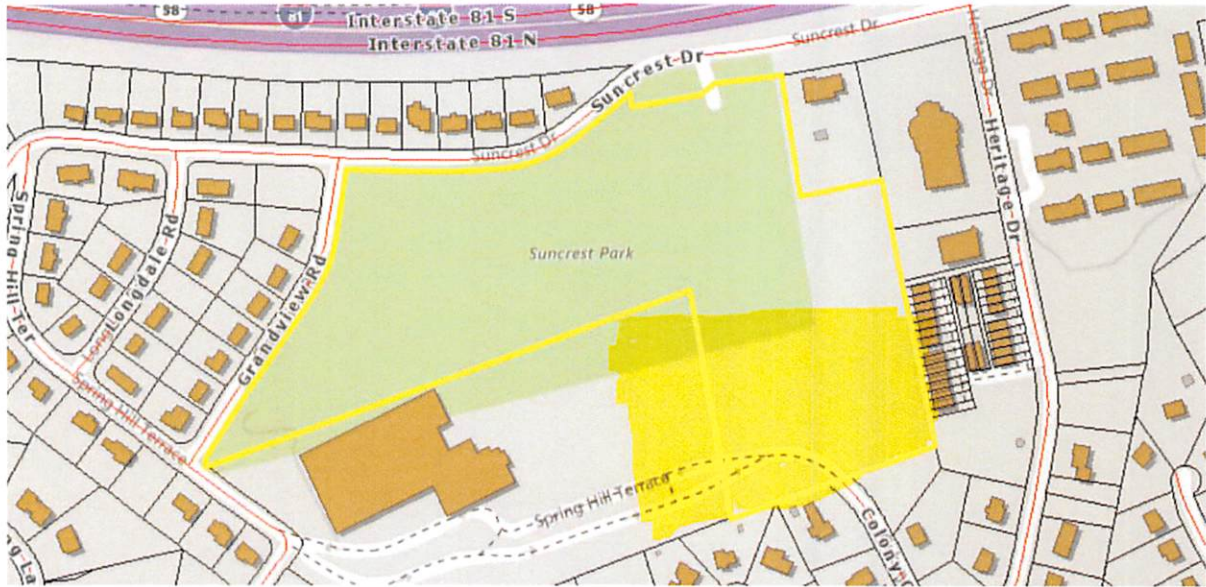
Exhibit D

Attached.

Ground Lease Area

Exhibit D

Ground Lease Area



Ground lease area highlighted. Exact boundaries to be determined once plan design finalized.

Exhibit E

Attached.

Modified AIA Document A 141-2014

And

Modified Exhibits A141A and A141-C

# DRAFT AIA® Document A141™ - 2014

## Exhibit E

### Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the « » day of « » in the year « » (the "Agreement")  
(In words, indicate day, month and year.)

for the following PROJECT:  
(Name and location or address)

« Design-build delivery including architectural, engineering and construction of the New Intermediate School Project  
« »  
« »

THE OWNER:  
(Name, legal status and address)

[The School Board of the City of Bristol, Virginia  
220 Lee Street  
Bristol, VA 24201]

THE DESIGN-BUILDER:  
(Name, legal status and address)

c/o Jim Street  
245 Birch Street  
Blountville, TN 37617

The Owner and Design-Builder hereby amend the Agreement as follows.

#### TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

#### ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:



**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.



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[ **X** ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

*(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)*

§ A.1.2 Intentionally Deleted

§ A.1.3 Intentionally Deleted

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*

« »

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « » (\$ « »), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design-Builder is to participate in any savings.)*

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide information below or reference an attachment.)*

« »

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

« »

§ A.1.4.3.4 Unit Prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

**§ A.1.5 Payments**

**§ A.1.5.1 Progress Payments**

**§ A.1.5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ A.1.5.1.3** Provided that an Application for Payment is received not later than the «last » day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the «30<sup>th</sup> » day of the «following » month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than «thirty » ( «30 » ) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ A.1.5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit a statement in writing, under oath or verified by affidavit, of the names and addresses of all parties furnishing labor, services, material, fixtures, apparatus or machinery, forms or form work and of the percent of completion, unconditional lien waivers from the Design-Builder and all applicable subcontractors and suppliers in a form acceptable to Owner and its lender, if any, covering the prior month's payment and conditional lien waivers from the Design-Builder and all applicable subcontractors and suppliers in a form acceptable to Owner and its lender, if any covering the current month's Application for Payment, and any other evidence required by the Owner and its lender, if any, to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Failure by the Design-Builder to provide any of the information required by this Section A.1.5.1.4, in a form acceptable to the Owner, shall result in an incomplete Application for Payment which the Owner may reject and refuse to make payment on until all required information is provided. Lien waivers shall be required from all direct suppliers and subcontractors to the Design-Builder, as well as any lower-tier suppliers or subcontractors.

**§ A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ A.1.5.1.7** Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.2 Intentionally Omitted.**

**§ A.1.5.3 Intentionally Omitted.**

**§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**§ A.1.5.4.1** Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ A.1.5.4.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of Ten percent ( 10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent ( 10 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

**§ A.1.5.4.3** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

**§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.



§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » ( « » ) days from the date of this Amendment, time being of the essence, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« Time is of the essence with respect to this Agreement and the dates and time periods set forth herein, and the parties recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if Substantial Completion (subject to adjustments of the Contract Time as provided in the Contract Documents) is not achieved on time. Accordingly, instead of requiring such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty), Design-Builder shall pay Owner \$\_\_\_\_\_ per day for each day that expires after the date specified for Substantial Completion during which Substantial Completion is not achieved, until such time when Substantial Completion is finally achieved.

The parties agree that the per diem measure of liquidated damages is a reasonable measure of the damages Owner is likely to suffer in case of delay, and Design-Builder agrees that it will not challenge the per diem amounts of liquidated damages imposed pursuant to this Section A.2.2. Design-Builder hereby waives any defense as to the validity of any liquidated damages stated herein on the grounds that such liquidated damages are void as penalties not reasonably related to actual damages. The parties further agree that the liquidated damages set forth in this Section A.2.2 shall be the Owner's sole remedy for delay as a result of Design-Builder's failure to achieve Substantial Completion within the time required by this Agreement. The Owner may, but shall not be obligated to, deduct any liquidated damages that become due from any unpaid amounts then or which thereafter become due to the Design-Builder under the Contract Documents. Any liquidated damages not so deducted from any unpaid amounts due the Design-Builder shall be immediately due and payable to the Owner upon demand. »

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The Specifications:  
*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

« »

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:  
*(Either list the drawings here or refer to an exhibit attached to this Amendment.)*

« »

Number	Title	Date

§ A.3.1.4 Intentionally deleted.

§ A.3.1.5 Allowances and Contingencies:

*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

.1 Allowances

« »

.2 Contingencies

« »

§ A.3.1.6 Design-Builder's assumptions and clarifications:

« »

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

« »

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

#### ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

*(Identify name, title and contact information.)*

.1 Superintendent

« »

.2 Project Manager

« »

.3 Others

« »

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

*(List name, discipline, address and other information.)*

« »

#### ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

**§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

**§ A.5.1.5 Miscellaneous Costs**

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence, intentional misconduct or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence, intentional misconduct or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

#### § A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the

identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

#### **§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence, intentional misconduct or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

#### **§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's

auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's best skill, care, judgment and attention in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

Exhibit F

Attached.

Project Schedule

## Bristol VA Intermediate School Schedule

On February 3, 2020, the Bristol Virginia School Board approved an undefined extension to the Comprehensive Agreement.



Exhibit G

To be attached,

if needed.

LLC Guarantee

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## Exhibit G

LLC Guarantee will not be required unless J.A. Street chooses to form an LLC to undertake development and financing per the agreement.

## Assignment

This Assignment Agreement ("Assignment"), dated as of April 21, 2020 (the "Effective Date"), is made by and between The School Board of the City of Bristol, Virginia (the "District"), and J.A. Street and Associates, Inc. ("Developer").

WHEREAS, Developer has agreed to provide certain development, design and construction services for an intermediate educational facility and related improvements, infrastructure, utility connection and amenities ("Work") and, as a result of such Work, has or will conceive, make, invent, create, develop or otherwise reduce to practice, solely or jointly, certain Work Product (as defined below) arising from, relating to or otherwise pertaining to Work (as defined below) performed for the District for the District's sole and exclusive ownership and use;

WHEREAS, Developer desires to execute and deliver this Assignment to effect the transfer to the District all of Developer's rights and interests in Work Product in consideration for the payment described herein, and the District desires to receive such Assignment and transfer.

NOW THEREFORE, the parties agree as follows:

**1. Definitions.** Capitalized terms used herein shall have the meanings set forth below:

- a. The term "Intellectual Property Rights" means any and all rights, title or interests in any and all of the following, whether arising under the laws of the United States, any other country, or any treaty regime: (i) trade secrets, ideas, discoveries, developments, know-how, formulae, compositions, manufacturing or production processes or techniques, procedures, technical or other data, designs, drawings, specifications, laboratory tests and test results; (ii) original works of authorship, copyrights and copyright interests relating to the same, and derivative works, moral rights and integrity rights thereof; (iii) inventions (whether patentable or unpatentable, and whether or not reduced to practice); (iv) distinctive identifiers, including trademarks, service marks, trade dress, logos, including all goodwill associated therewith; (v) all other proprietary rights of any kind or nature however denominated and any improvements to any of items (i) through (v); and (vi) all claims or causes of action against third parties including the right to sue and recover damages for future and past infringements arising from or relating to any of the foregoing throughout the world.
- b. The term "Work Product" means the plans, drawings, specifications, schedules and related documents prepared by Developer or Developer's subcontracted professional design firm and any other deliverables produced by Developer and its design consultants and delivered to the District pursuant to the Work.

**2. Payment.** The District shall pay Developer one hundred forty nine thousand six hundred dollars (\$149,600) as consideration for this Assignment of the Work Product and associated Intellectual Property Rights in such Work Product.

3. **Ownership.** The parties agree that as of the Effective Date, all Work Product and all Intellectual Property Rights in such Work Product shall be the sole and exclusive property of the District. Developer hereby does and shall irrevocably assign, convey and transfer to the District and its successors and assigns all of Developer's rights, title and interests in and to Work Product, along with all related Intellectual Property Rights, free and clear of any liens or other encumbrances.

4. **Further Assurances.** Developer agrees to take all reasonable and appropriate measures, including the signing, filing or delivery of necessary documents, as reasonably determined by the District or its successors and assigns (i) to protect, assure, register, confirm and/or otherwise vest in the District's right, title and interest in, to and under the Work Product; (ii) to make a record with any and all government agencies, authorities, courts, tribunals, or third parties of the fact that the District owns all right, title and interest in, to and under the Work Product; and (iii) to otherwise confirm that the Developer has no right, title or interest, of any kind or nature, in or to the Work Product.

5. **License to Work Product.** District grants to Developer a non-exclusive, non-transferable, limited license to use such Work Product solely for fulfilling Developer's obligations to the District.

6. **Pre-Existing Materials.** District acknowledges and agrees that any Intellectual Property Rights developed by Developer prior to the Effective Date or hereafter developed independently of the Work (collectively, "Pre-Existing Materials") are the sole and exclusive property of Developer. If Developer uses or incorporates Pre-Existing Materials in connection with its performance of the Work and the creation of Work Product, Developer grants District a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, freely transferable license to use, reproduce, publicly perform and display such Pre-Existing Materials solely in conjunction with the Work Product in which such Pre-Existing Materials are incorporated.

7. **Representations and Warranties.** Developer hereby represents and warrants to the District:

(a) that it owns all right, title and interest in and to the Work Product and Pre-Existing Materials to perform the Work and grant the rights granted under this Assignment, including but not limited to the grant of rights in Paragraphs 1 and 4; and

(b) that it has or will have the right, through written agreements with its employees or any third parties used to perform any of the Work to secure for the District the rights in Paragraphs 1 and 4.

8. **Infringement.** Developer agrees to indemnify, hold harmless, and at the District's sole option, defend the District, the District's affiliates and each of their respective directors, officers, employees, contractors, and agents from and against any action, claim, or threat of suit that any Work Product violates, misappropriates or otherwise infringes the intellectual property (including patent, copyright, trademark or trade secret) or proprietary rights of any third party, including but not limited to any judgment, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature.

9. **Reuse of Documents and Electronic Files.** The District agrees to waive all claims against Thompson & Litton (the "Architect") resulting in any way from any unauthorized reuse of the Drawings for any other project by anyone other than the Architect.

10. **Conflicts.** In the event of any conflict or inconsistency between the terms of this Assignment and the terms of that certain Comprehensive Agreement, dated [\_\_\_\_], 2020, the terms of this Assignment shall govern.

11. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Exclusive and binding jurisdiction and venue for any disputes arising under or relating to this Agreement shall be in a court sitting in the City of Bristol, Virginia.

12. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

IN WITNESS WHEREOF, the parties have executed this Assignment with effect as of the Effective Date.

**"DEVELOPER"**

J.A. STREET AND ASSOCIATES, Inc.  
a Virginia corporation

By: *J.A. Street* 4/20/20  
Its: CEO

**"DISTRICT"**

SCHOOL BOARD OF CITY OF BRISTOL,  
VIRGINIA

By: *Scott Quinn*  
Its: Superintendent