

**COMPREHENSIVE AGREEMENT**

**between**

**THE FREDERICKSBURG CITY SCHOOL BOARD**

**and**

**FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC**

**for**

**DESIGN AND CONSTRUCTION**

**of**

**NEW MIDDLE SCHOOL BUILDING**

**Date: \_\_\_\_\_, 2022**

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## COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT (this “Agreement”) is dated and effective as of \_\_\_\_ November, 2022, between FREDERICKSBURG CITY SCHOOL BOARD (“the Owner” or “School Board”), a political subdivision of the Commonwealth of Virginia, and FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC (“Design-Builder”), a limited liability company, organized and existing under the laws of the State of Virginia. The School Board and Design-Builder are referred to individually as a “Party” and collectively as “the Parties”.

### Recitals

1. On July 7, 2003, the School Board adopted the City of Fredericksburg School Board Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA Guidelines”). The PPEA Guidelines as amended in May 2015 establish procedures for the development of public facilities through public-private partnerships, which procedures satisfy the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002, Virginia Code § 56-575.1 et seq. (“PPEA”).

2. On June 24, 2021, the School Board issued a Request for Qualifications (#202105-001) for the construction of a new school to be built on a site owned by the City of Fredericksburg.

3. It received four responses (qualifications), including one from the Design-Builder dated July 16, 2021.

4. On or about July 27, 2021, the School Board issued a Request for Proposals (#202107-001) for PPEA proposals for the construction of a new middle school.

5. The new school will be designed for 1,100 students and encompass approximately 140,000 net square feet of new building space.

6. The School Board received three proposals, including one from the Design-Builder dated September 8, 2021.

7. The non-confidential portions of the proposals were posted on the School Board website and the School Board conducted a public hearing on the proposals on September 13, 2021, as required by the PPEA.

8. The School Board determined that, among other considerations, it would be advantageous to proceed with the Project using procedures for competitive negotiation, rather than using sealed, competitive bids, given the probable scope, complexity and urgency of the Project; the merits of risk-sharing and the potential for added value; and the economic benefit from the Project that might otherwise not be available.

9. Following evaluation, the School Board voted on September 27, 2021, to select the Design-Builder for negotiation of an Interim Agreement for preliminary design of a new

middle school to be located on the Idlewild tracts of property owned by the City (GPIN 7768-89-4502, GPIN 7769-80-8080 and GPIN 7769-80-7409) (“Site”) (the “Project”).

10. The Parties negotiated an Interim Agreement, consistent with the PPEA, other applicable law, the PPEA Guidelines, Design-Builder’s proposal, and discussions between representatives of the School Board and Design-Builder.

11. In accordance with Virginia Code § 56-575.16(5), the City Council of the City of Fredericksburg held a public hearing on March 24, 2022 and adopted Resolution 22-19 approving the School Board’s entering into the Interim Agreement.

12. On April 28, 2022, the Design-Builder met with the City’s Technical Review Committee and the Owner before the Schematic Design submission to determine any necessary approvals from the City for planning and land use.

13. The Design-Builder submitted the 10% Schematic Design Drawings to the Owner for approval.

14. The Design-Builder met with the Owner’s Steering Committee on April 29, 2022, and May 5, 2022.

15. On May 12, 2022, and May 18, 2022, the Design-Builder held public design workshops where members of the public were allowed to view and make comments on the Project.

16. At the School Board meeting on June 6, 2022, the Design-Builder provided a public briefing to the Owner.

17. As required by the Interim Agreement, the necessary environmental analysis (geotechnical survey), traffic engineering analysis, and a boundary line survey of the Site were performed as agreed.

18. On July 5, 2022, the Design-Builder submitted the 35% Design Development drawings which included details regarding structural and mechanical, electrical and plumbing (MEP) components of the design, and a contract cost estimate consistent with the Association for the Advancement of Cost Engineering (AACE) practices to permit the Owner’s evaluation of the proposed design and cost.

19. The Parties negotiated the First Amendment to the Interim Agreement consistent with the PPEA, other applicable law, the PPEA Guidelines, Design-Builder’s proposal, and discussions between representatives of the School Board and Design-Builder.

20. The First Amendment amended the Interim Agreement to include the development of the 65% Design Development drawings.

21. On September 12, 2022, the School Board approved entering into the First Amendment to the Interim Agreement.

22. The School Board, concluding that the Project is feasible, has selected Design-Builder for the negotiation of this Comprehensive Agreement under the PPEA to address the completion of design, construction and commissioning of the Project without further procurement.

23. The Parties have negotiated this Agreement consistent with the PPEA, other applicable law, the PPEA Guidelines, Design-Builder's proposals, and discussions between representatives of the School Board and Design-Builder.

24. The Parties acknowledge and agree that this Agreement and the General and Supplemental Conditions (as defined below) will function as the Design-Build Contract for purposes of the Project.

25. Having considered this Agreement and other information, the School Board has determined that the Project to be designed and constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Virginia Code § 56-575.4(C).

26. The Comprehensive Agreement was posted for public inspection in accordance with the PPEA and the PPEA Guidelines.

27. In accordance with Virginia Code § 56-575.16(5) and the City's 2021 PPEA Guidelines, the City Council of the City of Fredericksburg as the appropriating body held a public hearing on [ ], 2022 and adopted Resolution 22-[ ] approving the School Board's entering into the Comprehensive Agreement.

### **Agreements**

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. Contract Documents**

The Contract Documents are comprised of the following:

a. All written modifications, amendments, change directives and change orders to this Agreement issued in accordance with the General Conditions (Exhibit 2);

b. This Agreement, including all exhibits, attachments, and documents expressly incorporated herein;

- c. The General Conditions (sometimes referred to as “GC” and attached as Exhibit 2), including all exhibits, attachments, and documents expressly incorporated therein;
- d. The Supplemental Conditions (Exhibit 3), including all exhibits, attachments, and documents expressly incorporated therein; and
- e. Construction Documents prepared and approved in accordance with GC Section 2.4.

### **3. Definitions**

The following definitions apply to this Agreement.

- a. “Construction Documents” means these documents as defined in GC Section 1.2.3 and as referenced in Section 2.e of this document.
- b. “Contract Documents” means those documents listed in Article 2.
- c. “Contract Price” means the amount that the School Board will be obligated to pay the Design-Builder as stated at Article 6 of this Agreement, and is subject to upward or downward adjustment pursuant only to the Comprehensive Agreement.
- d. “Contract Time” has the meaning ascribed by Article 8 hereof, as may be adjusted pursuant to the Contract Documents.
- e. “Date of Commencement” means the date the Comprehensive Agreement is executed on behalf of the School Board.
- f. “Design-Build Contract” means this Agreement and the exhibits attached hereto, including the General and Supplemental Conditions.
- g. “Final Completion of the Work”, “Final Completion” or “final completion” means completion of all of the Work in conformance with the Construction Documents, as described in GC Section 2.4.2, and other Contract Documents, including without limitation any items identified in the punch list prepared under GC Section 6.6.1 and the submission of all documents set forth in GC Section 6.7.2 but not including warranty items.
- h. “General Conditions of Contract,” “General Conditions” or “GC” means ***Design-Build Institute of America Document No. 535***, “Standard Form of General Conditions of Contract between the School Board and Design-Builder”, as so modified by agreement of the School Board and Design-Builder, which is attached hereto as **Exhibit 2**.
- i. “Owner’s Representative” means the construction manager procured by and under separate contract with the School Board.

j. "Project" means the design and construction of the improvements as contemplated by the Contract Documents. "Project" includes both the entirety of the Project or a part thereof.

k. "Project Schedule" means that schedule defined in, and attached to the General Conditions as **Exhibit G**.

l. "Site" means the land on which the Project will be constructed as shown in **Exhibit P**.

m. "Substantial Completion of the Work," "Substantial Completion," or "substantial completion," with respect to the Project, shall have the meaning as defined in GC Section 1.2.18.

n. "Supplemental Conditions" means the Supplemental Conditions of Contract between the School Board and Design-Builder", attached as **Exhibit 3**.

#### **4. General Scope of Work; Interpretation; Intent and Incorporation**

a. **General Scope.** Design-Builder shall perform, provide or cause to be provided all design and construction services, and provide or cause to be provided all material, equipment, services and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Design-Builder shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, plans, specifications, and other services and/or materials furnished by Design-Builder under this Agreement.

b. The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents or the provisions thereto, such meaning, and the Contract Documents, shall be interpreted in the following order of precedence: this Comprehensive Agreement, and attachments hereto as well as any modifications and amendments thereto; the General Conditions, including any modifications, amendments or change orders thereto; the Construction Documents prepared and approved in accordance with GC Section 2.4; and the remaining documents in the order in which they appear in Article 24.

c. Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in this Agreement and the General and Supplemental Conditions.

d. In accordance with Article 23 hereof and as more fully provided thereby, the Contract Documents form the entire agreement between Owner and Design-Builder. No oral

representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

e. The agreement between the Design-Builder and Moseley Architects, Inc. relating to design of the Project shall include a provision naming the School Board as a third-party beneficiary thereof.

## **5. Ownership of Work Product**

a. **Work Product.** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under the Design-Build Contract (collectively, the “Work Product”) are deemed to be instruments of service and Design-Builder or Designer shall retain the ownership and property interests therein, including the copyrights thereto. Work Product is further defined and described in GC Section 3.9. Design-Builder grants Owner a limited license to use the Work Product in conjunction with its use and occupancy of the Project, and will arrange for a limited license from Designer to Owner.

b. **Owner’s Limited License Upon Owner’s Termination for Convenience or Design-Builder’s Election to Terminate.** If Owner terminates the Design-Build Contract for its convenience as set forth in Article 16 hereof, or if Design-Builder elects to terminate the Design-Build Contract in accordance with Article 15 hereof, Designer and Design-Builder shall, upon Owner’s payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently use the Project, conditioned on the following:

- i. Use of the Work Product is at Owner’s sole risk without liability or legal exposure to Design-Builder, including Designer and Design Consultants at any tier; and
- ii. Owner agrees to pay Design-Builder all design and consultant fees due at the time of termination as compensation for the right to use the Work Product in accordance with this Article 6 if Owner resumes the Project through its employees, agents, or third parties.

c. **Owner’s Limited License Upon Design-Builder’s Default.** If the Design-Build Contract is terminated due to Design-Builder’s default pursuant to Article 15 hereof, and (i) it is determined that Design-Builder was in default, and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Designer and Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner’s completion and occupancy of the Project. This limited license is conditioned on Owner’s express understanding that its use of the Work Product is at Owner’s sole risk and without liability or legal exposure to Design-Builder, including Designer and Design Consultants at any tier, except to the extent of the Design-Builder, Designer or Design Consultant’s negligence or gross or willful conduct.

## 6. Contract Price

Owner shall pay Design-Builder the Guaranteed Maximum Price (GMP) (as defined in GC Section 1.3.6) in accordance with Article 7, Article 10 and Article 13 hereof, subject to adjustment in accordance with the General Conditions, the total amount not to exceed the Construction Cost Limit of SEVENTY-FIVE MILLION FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$75,580,000). Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes imposed by law or any governmental authority.

## 7. Payment

a. **Progress Payments.** Design-Builder shall submit to Owner's Representative on the fifth (5th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment (as such term is used in the General Conditions) in accordance with GC Section 6. Owner shall make payment within thirty (30) days after approval by the Owner's Representative of each properly submitted and accurate Application for Payment in accordance with GC Section 6, but in each case less the total of payments previously made, and less amounts properly withheld under GC Section 6.3.

### b. **Retainage on Progress Payments**

i. Owner will retain five percent (5%) of the progress payments earned on the Reimbursable Costs of the construction portion of the Work and Design-Builder's fixed fee through Substantial Completion. Design-Builder shall include or cause to be included retainage provisions in all subcontracts at the rate set forth herein.

ii. Upon Substantial Completion of the entire Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to 200% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

c. **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with GC Section 6.7. If the sum of all progress payments and the final invoice is greater than the GMP, the final invoice shall be adjusted so that the sum of all progress payments and the final payment is not greater than the GMP, unless Owner's Representative directs a Change to the Scope of Work in accordance with GC Article 9. If the Design-Builder's claim to amounts payable under the Comprehensive Agreement has been assigned, with consent of Owner, as provided in the General Conditions, a release may also be required of the assignee. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within sixty (60) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in GC Section 6.7.2 .

d. **Interest.** Payments due and paid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing thirty (30) days after approval thereof by the Owner's Representative at the rate of one percent per month.

**8. Contract Time**

a. **Date of Commencement.** The Work shall commence upon execution of this Agreement by Owner ("Date of Commencement") unless the Parties mutually agree otherwise in writing. The Superintendent shall execute the Agreement on behalf of the School Board upon approval hereof by the School Board. Some Work (preliminary sitework, demolition, shop drawings, fabrication, general conditions work, etc.) may have to be performed prior to the full commencement of construction. The time stated for completion of each phase includes cleanup of the site.

**b. Substantial Completion and Final Completion.**

i. Substantial Completion of all Work and Final Completion shall be achieved no later than the dates in the Project Schedule in Exhibit G ("Scheduled Substantial Completion Date" and "Final Completion of the Work"). On a monthly basis after the Date of Commencement, Design-Builder shall consult with the Owner's Representative with regard to the likely Substantial Completion date of each phase and earlier occupancy dates so as to allow the Owner to plan its move.

ii. Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable, not later than seventy-five (75) calendar days after Substantial Completion and within the time specified in the Project Schedule.

iii. All of the dates set forth in this Article 8 shall be subject to adjustment in accordance with the General Conditions.

**c. Liquidated Damages.**

i. Owner and Design-Builder recognize that TIME IS OF THE ESSENCE in the completion of the Work and that Owner may suffer loss or damages if the Work is not completed within the period of time stipulated, plus any extensions thereof allowed in accordance with the Agreement. The Parties also recognize the delays, expense, and difficulties involved in proving the actual loss or damages suffered by Owner if the Work is not completed on time. Accordingly, if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder agrees it shall owe to and pay to Owner as liquidated damages for loss of Owner's use or occupancy of the Work, but not as a penalty, the sum of \$2,000.00 as step one liquidated damages for each and every consecutive calendar day of unexcused delay after the date established for Substantial Completion. Once the Work is Substantially Complete, the accrual of step one

liquidated damages shall stop, and Design-Builder shall have sixty (60) calendar days in which to achieve Final Completion of the Work. If Final Completion of the Work is not achieved by the 90th day after Substantial Completion has been achieved, and if no extension of such time period has been granted by the Owner as required by this Agreement, then Design-Builder shall owe the Owner the additional amount of step 2 liquidated damages of \$1,500.00 for each and every consecutive calendar day thereafter that Final Completion of the Work is not achieved.

ii. Design-Builder further agrees that any liquidated damages Owner assesses against Design-Builder may also be withheld by Owner from any retainage or other sums Owner may otherwise owe to Design-Builder. Design-Builder hereby waives any defense as to the validity of any liquidated damages on the grounds such liquidated damages could be void as penalties or are not reasonably related to actual damages except as to whether Design-Builder is not responsible for delays.

iii. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion.

**d. Consequential Damages<sup>1</sup>**

i. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 8.d.ii BELOW), NEITHER DESIGN-BUILDER, DESIGNER, CONTRACTOR OR PRIME CONSTRUCTION CONTRACTOR, NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO FRAUD, WILLFUL MISCONDUCT OR NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

ii. The consequential damages limitation set forth in Section 8.d.ii above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in this Article 8 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

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<sup>1</sup> Language for 8.d. adapted from DBIA Document No 535, Article 10.

**9. Project Schedule**

a. The Project Schedule includes dates for Substantial and Final Completion of Work of the Project. TIME IS OF THE ESSENCE in achieving the Substantial Completion and Final Completion of Work dates for the Project.

b. The School Board and Design-Builder shall use their best efforts to maintain the Project Schedule, which can be modified by mutual written agreement of the Parties as circumstances warrant and consistent with the Design-Build Contract as set forth in GC Section 9.1.1, keeping in mind the importance of achieving the Substantial Completion dates for the Project. Design-Builder shall include in the Project Schedule sufficient allowance of time for permitting, reviews, and approvals as it takes in the normal course in the City of Fredericksburg for an expedited project.

**10. Plan of Finance; Appropriation; Filing With Auditor of Public Accounts**

The Owner intends to finance the costs of the Project through funds received from the City of Fredericksburg in the amounts and at the times required to meet the projected needs for the Project. The Parties recognize and acknowledge that financing of the Project depends on the sale of general obligation bonds by the City of Fredericksburg and on the appropriation of funds by the City Council of the City of Fredericksburg. The School Board's obligation under this Agreement will automatically terminate if it does not receive contributions from the City of Fredericksburg necessary to completely fund the Project. Within thirty (30) days after the date of this Agreement, the School Board shall submit a copy of this Agreement to the Auditor of Public Accounts, to the extent required by Virginia Code § 56-575.9(F).

**11. Design Submittal Phase**

Design submissions shall be made as outlined below. Following each submission, the Design-Builder, the Owner and the Owner's Representative shall work collaboratively to make any changes necessary to adjust the Scope of Work to ensure that a GMP will be established that will be less than the CCL.

a. **65% Construction Documents Submission**: The Design-Builder will submit the 65% Construction Documents as part of the First Amendment to the Interim Agreement. The Owner review period will be in accordance with the Project Schedule.

b. **90% Construction Documents Submission**: Following receipt of Owner's approval of the 65% Construction Documents submission, the Design-Builder shall prepare a 90% Construction Documents submission. Design-Builder shall submit the 90% Construction Documents submission to the Owner for review and approval in accordance with the Project Schedule. On an exception basis, intermediate submissions may be provided for the design of sitework, foundations, structural steel and other items or systems requiring either advance procurement or construction start prior to the completion of the overall design in accordance

with the approved schedule. The Owner review period will be in accordance with the Project Schedule.

c. **100% Construction Documents Submission (“100% Construction Documents”)**: Following receipt of Owner’s approval of the 90% Construction Documents submission, the Design-Builder shall prepare a 100% Construction Documents submission. Design-Builder shall submit the 100% Construction Documents submission to the Owner for review and approval in accordance with the Project Schedule. On an exception basis, intermediate submissions may be provided for the design of sitework, foundations, structural steel and other items or systems requiring either advance procurement or construction start prior to the completion of the overall design in accordance with the approved schedule. The Owner review period will be in accordance with the Project Schedule.

**12. Construction Phase**

Construction services to be provided or caused to be provided by Design-Builder for the Project shall be performed pursuant to the Contract Documents. With Owner’s prior agreement in writing, and subject to imposition by Owner of reasonable conditions to assure a satisfactory GMP for the Project, construction may commence in accordance with the Project Schedule prior to the Owner’s Representative’s approval of all of the Construction Documents. Where phased/fast track construction is proposed prior to overall final approval, Plans and Specifications covering the system or components covered by that phase must be approved by the Owner’s Representative prior to the start of construction of that phase.

**13. Contract Cost Limit, Guaranteed Maximum Price, Shared Savings**

a. **Contract Cost Limit (“CCL”)**

A Contract Cost Limit (“CCL”) (as defined by GC Section 1.3.1) has been agreed to by the parties, in the amount of SEVENTY-FIVE MILLION FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$75,580,000), which is stated in the General Conditions, attached as Exhibit 2.

Both parties further agree that the CCL included in this Agreement is reduced by the value of the Interim Agreement and the First Amendment to the Interim Agreement, as follows:

Gross Contract Cost Limit	\$75,580,000
Value of Interim Agreement	(\$1,300,000)
<u>Value of First Amendment to Interim Agreement</u>	<u>(\$1,205,000)</u>
Contract Cost Limit Net of Interim Agreements	\$73,075,000

The CCL is the maximum amount payable to Design-Builder and is a cap on Design-Builder’s compensation, which is the sum of Reimbursable Costs (see 13.b) and Fixed Fees (see 13.c) payable to complete the Scope of Work. As the design is refined, the Design-Builder, the Owner and the Owner’s Representative will adjust the Scope of Work accordingly to ensure

that a GMP will be established that will be less than the CCL unless Owner's Representative directs a Change to the Scope of Work in accordance with GC Article 9.

The Contract Cost Limit includes an amount of \$3,300,000 as the Design-Builder's Contingency for the project.

Design-Builder shall develop Design Development documents in accordance with Article 11, above, in order to arrive at a Guaranteed Maximum Price that will be less than the CCL. Design-Builder shall submit to Owner's Representative estimates of the GMP at the completion of the following design phases: Design Development Documents (65%) and Construction Documents (90%). If any estimate submitted, including without limitation, the final estimate of Reimbursable Costs and Fixed Fees established at the end of the Construction Documents phase, indicates that the Reimbursable Costs plus the Fixed Fees for the Project will exceed the CCL, as adjusted for any Change, the Design-Builder, the Owner and the Owner's Representative shall work collaboratively to revise the Plans and Specifications, without increasing the fixed fees, by making adjustments to the Scope of the Work or quality of the Work, so as to reduce the estimated Reimbursable Costs plus Fixed Fees making up the GMP to be less than the CCL.

**b. Reimbursable Costs**

i. Subject to the limitation that payments to Design-Builder shall not exceed CCL or the GMP, as applicable, Owner will reimburse Design-Builder for all the following costs (including as stated in General Condition, Exhibit 2.) for the Project:

(a) Prime Construction Contractor materials, supplies, and equipment either incorporated directly into the construction on the Project or required to accomplish a construction activity on the Project including equipment rental or lease, transportation, and storage. Rental rates of the Prime Construction Contractor and its affiliates for the use of equipment in the performance of the Work shall be as set forth on Exhibit N.

(b) Prime Construction Contractor Labor: Labor costs for personnel performing labor at the Project site. Labor costs include hourly rates with all fringe benefits and taxes required by law and applicable contracts in force between the Contractor and its employees or its standard benefits package.

(c) Subcontractor costs for Work on items directly related to and/or incorporated into the finished construction for the Project including the cost of completing "punch list" Work. The term "subcontracts" includes purchase orders. Design-Builder shall conduct the subcontractor bid process on an "open book" basis, and shall allow the Owner's Representative to observe the receipt and analysis of all bids. With the exception of Work specifically allocated to specific firm(s) in the Design-Builder's Detailed-Phase Proposal, Design-Builder shall cause the Prime Construction Contractor to invite at least six (6) bidders, if

practical, and endeavor to receive price quotations from at least three (3) firms for all subcontracts for, but not limited to, equipment, equipment rentals or leases, materials, labor contracts, any other supplies or services, where the quotations are expected to exceed or actually exceed \$50,000, unless otherwise authorized by the Owner's Representative. The Owner's Representative may recommend additional subcontractor bidders to Design-Builder. Design-Builder shall furnish copies of quotations to the Owner's Representative for review prior to award. It is not required that the award be made to the lowest offeror, but shall be made on the basis of best value. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Owner's Representative within five (5) business days from issuance. Design-Builder and Prime Construction Contractor may select certain subcontractors without going through the bid process indicated above if they determine it is in the best interest of the School Board and Design-Builder to do so, and with the Owner's Representative's written approval.

(d) Other Project-related direct costs that shall be reimbursed under this Agreement include, but are not limited to, the following: Contractor direct expenses, insurance (including project specific insurance riders of any type and accounting (project related)); general conditions, payment and performance bonds, taxes including gross receipts tax, permits, utility availability, relocation and usage costs, "on site construction" supervision, quality control, testing, safety, training, engineering/layout, fire protection, cleanup, field office equipment and operation, but not including expenses incurred prior to the Effective Date of this Agreement.

(e) Costs of Field Office for the Owner's Representative. The Field Office requirements are set forth in Supplemental Condition Section 2.6.

(f) Reimbursable Costs for Non-construction portions of the Work will be documented with vendor's invoices to Design-Builder and other similar documentation.

**(ii) Owner will not reimburse Design-Builder for the following costs:**

(a) Prime Construction Contractor costs *not* associated with personnel assigned to the Project are considered to be indirect costs that are included as part of the Fixed Fees and are not Reimbursable Costs. Examples of indirect costs that are not Reimbursable Costs include, but are not limited to: bonuses to senior executives, travel by company executives or officers, and personnel whose services and/or responsibilities include multiple projects, e.g., accounting, home office estimating, and purchasing personnel. Additionally, costs for repairs and maintenance of Contractor-owned equipment (including by any subsidiary or affiliated companies) or rental equipment are not Reimbursable Costs. Repair

costs and costs of routine maintenance of rental equipment are to be included in the rental price.

(b) Public relations and advertising, bad debts, contributions and donations, dividends or payments of profits, entertainment, fines or penalties, life insurance for officers, partners, or proprietors, interest on loans, lobbying, losses on other contracts, income taxes, proposal preparation costs except for proposals arising from change requests or direction from the Owner or Owner's Representative, and legal costs involving disputes with the Owner.

(c) Costs incurred prior to the Effective Date of this Agreement, unless otherwise agreed to by the Owner in writing.

(iii) Expenditures from the Design-Builder's Contingency must be approved in advance by the Owner's Representative, whose approval will not be unreasonably withheld. The Design-Builder must submit a completely documented request for the Owner's Representative's review and approval justifying why the request is not included in the GMP. The Design-Builder's Contingency shall be available to Design-Builder to cover unanticipated or excess reimbursable costs. Design-Builder will keep the Owner advised of expenditures from the Contingency. The parties agree that any excess Contingency at the completion of the project shall be subject to Shared Savings, as described below. If the cost of the project exceeds the GMP as adjusted for any Changes, including the full amount of the Contingency, the Design-Builder shall be solely responsible for any such excess amount above the GMP as adjusted for any Changes.

**c. Fixed Fees**

The Owner shall pay the Design-Builder Fixed Fees, which consist of the architecture and engineering fees, development fees and expenses, and general contracting fees stated in Exhibit D. Fixed Fees include all compensation payable by Owner to Design-Builder beyond Reimbursable Costs for the Services and are intended to compensate for the Design-Builder's, Designer's and Prime Construction Contractor's home office support, overhead costs, and profit for the Project and for all design professional services. The Fixed Fees will not vary with either the estimated cost or actual cost of construction of the Project except as expressly allowed in this Article 13.c. The components of the Fixed Fees below will be adjusted as agreed by the parties in writing in accordance with GC Article 9 when a Change in the Project scope, schedule or cost of performance results in an increase in the reimbursable costs, such as an increase in materials, labor, supervision, management, architecture or engineering man-hours, or increased insurance costs. The Fixed Fees will not be reduced unless the Owner's Representative reasonably requires an equitable reduction in the Fixed Fees for any Change that reduces the Scope of Work, provided that such costs have not been incurred prior to the equitable reduction.

i. Designer Services for Design, Construction Documents and During Construction: This component of the Fixed Fees covers Services of Designer, including the design

and preparation of Construction Documents. This component of the Fixed Fees also covers construction contract administration by the Designer and includes, but is not limited to, review of shop drawings and samples, field interpretation of Construction Documents, preparation of required clarification drawings, and participation in quality control activities.

ii. Prime Construction Contractor Fee during Construction: This component of the Fixed Fees covers profit on construction plus home office support (including Project Manager, Project Engineer, Estimator, and Purchasing) and overhead costs.

d. **Guaranteed Maximum Price.**

i. A initial Guaranteed Maximum Price (GMP) shall be established by the parties for the Project at the time of approval of the 65% Construction Document submission and prior to commencement of construction. The final GMP, established on the 90% Construction Documents submission, is the maximum sum that the Owner shall pay to the Design-Builder in total for this Project, except as otherwise provided in this Comprehensive Agreement, and shall in no event exceed the CCL. It includes all the Reimbursable Costs as defined in Article 13.b that will be payable to Design-Builder and all Fixed Fees as defined in Article 13.c that will be payable to Design-Builder.

ii. If at any time during construction it becomes apparent that the final Reimbursable Costs and Fixed Fees will exceed the GMP, Design-Builder shall immediately notify the Owner's Representative. The Design-Builder, the Owner and the Owner's Representative shall promptly work collaboratively to revise the Plans and Specifications, without increasing the fixed fees, by making adjustments to the Scope of the Work or quality of the Work, so as to reduce the Reimbursable Costs plus Fixed Fees to be less than the CCL.

iii. All proposed revisions or changes to the approved Drawings and Specifications must be submitted to the Owner's Representative for review and approval for conformance with the approved Construction Documents, regardless of whether or not they affect the GMP. Owner's Representative's review and approval shall not be unreasonably conditioned.

iv. Design-Builder shall ensure that the GMP amount is not exceeded, but if such amount is exceeded, Design-Builder shall immediately notify the Owner's Representative. Design-Builder and the Owner's Representative shall work collaboratively to make such adjustments as necessary to the Scope of the Work to maintain the costs without exceeding the amount of the Design-Builder's Contingency.

v. No payment shall be made to Design-Builder in excess of the GMP except as adjusted for any Changes made in accordance with this Agreement.

e. **Change In Fees Relating To Services For Modification of Design.**

For Changes to the Work requested by the Owner in writing after Owner's approval of the 35% Drawings and Specifications, if such changes add to the Scope of Work, Design-Builder shall, upon the written request of the Owner's Representative, make the necessary design drawing and specification revisions; prepare and issue requests for proposal describing the modifications; prepare estimates, drawings and specifications as required; evaluate proposals and make recommendations to the Owner's Representative. The amounts payable by Owner for Change under this paragraph will be negotiated, and if the amount payable cannot be agreed upon, will be based upon the rates set forth in Exhibit I and a determination of a reasonable amount of time to complete such Change.

f. **Shared Savings.**

If the final Project Reimbursable Costs plus Fixed Fees, as presented by Design-Builder within sixty (60) days after Final Completion and then reviewed and audited by the Owner, are less than the GMP, as adjusted for any changes made in accordance with this Agreement, then savings represented by the difference shall be shared on the following basis: 40% to the Design-Builder and 60% to the Owner. As stated in Article 13.b.iii above, the Design-Builder's Contingency amount of the GMP as indicated in Exhibit D shall be subject to Shared Savings.

g. **Direct Purchase of Materials**

Owner and Design-Builder agree to further evaluate the direct purchase of materials by the Owner to determine if the sales tax savings from implementation of such method of purchase would result in net savings to the Project and would be mutually beneficial to the Parties.

**14. Reserved**

**15. Stop Work and Termination for Cause**

a. **School Board's Right to Stop Work.**

i. The School Board may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

ii. Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost to perform and/or time to achieve Substantial Completion of the Work have been significantly impacted by any suspension or stoppage of Work by the School Board.

b. **School Board's Right to Perform and Terminate for Cause.**

i. If Design-Builder persistently fails to (i) provide or cause to be provided a sufficient number of design professionals or skilled workers; or (ii) supply the materials or equipment required by the Agreement; or (iii) comply with applicable Legal Requirements; or (iv) timely pay, without cause, Designer, Design Consultants or Subcontractors; or (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if Design-Builder (i) becomes insolvent; or (ii) makes a general assignment for the benefit of its creditors; or (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the School Board, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Articles 15.b.ii and 15.b.iii below.

ii. Upon the occurrence of an event set forth in Article 15.b.i above, the School Board may provide written notice to Design-Builder that it intends to terminate the Design-Build Contract, in whole or in part, unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or commence to cure, such problem, then the School Board may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or commence to cure, such problem, then the School Board may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

iii. Upon declaring the Design-Build Contract terminated pursuant to Article 15.b.ii above, the School Board may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tool and appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to the School Board for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by the School Board in completing the Work, such excess shall be paid by the School Board to Design-Builder. If the School Board's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to the School Board. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, and expenses, incurred by the School Board in connection with the procurement and defense of claims

arising from Design-Builder's default, subject to the waiver of consequential damages set forth in GC Section 10.4.

iv. If the School Board improperly terminates the Agreement for cause, the termination for cause in accordance with the provisions of Article 16 hereof and the School Board will reimburse Design-Builder for such costs and expenses incurred in connection with the improper termination as provided in Article 16.

**c. Design-Builder's Right to Stop Work**

i. Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work upon the Owner's failure to pay amounts approved by Owner's Representative pursuant paragraph 7(a)(i) above.

ii. Should the event set forth in Article 15.c.i above occur, Design-Builder has the right to provide the School Board with written notice that Design-Builder will stop work unless said event is cured within fifteen (15) days from the School Board's receipt of Design-Builder's notice. If the School Board does not cure the problem within such fifteen (15) day period, Design-Builder may stop work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

**d. Design-Builder's Right to Terminate for Cause.**

i. Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons specified in clauses ii. through v. below:

ii. The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of an order by a court or any government authority having jurisdiction over the Work, or orders by the School Board under Article 15.a.i hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

iii. The School Board's failure to provide Design-Builder with any information, permits or approvals that are the School Board's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though the School Board has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Article 15.a.i. hereof.

iv. Upon the occurrence of an event set forth in Article 15.d.i above, Design-Builder may provide written notice to the School Board that it intends to terminate the Design-Build Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of the School Board's receipt of such notice. If the School Board fails to cure, or

commence to cure, such problem, then Design-Builder may give a second written notice to the School Board of its intent to terminate within an additional seven (7) day period. If the School Board, within such second seven (7) day period, fails to cure, or commence to cure, such problem, then Design-Builder may declare the Design-Build Contract terminated for default by providing written notice to the School Board of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if the School Board had terminated the Design-Build Contract for its convenience under Article 16 of the Design-Build Contract.

e. **Bankruptcy of School Board or Design-Builder.**

i. If either the School Board or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

ii. The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

iii. The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Design-Build Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

iv. If the Bankrupt Party fails to comply with the foregoing obligations listed in clauses ii. and iii. above, the non-Bankrupt Party shall be entitled to request that the bankruptcy court reject the Design-Build Contract, declare the Design-Build Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.

v. The rights and remedies under Article 15.e.i above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of the Contract Documents.

**16. Termination for Convenience**

Upon fourteen (14) days written notice to Design-Builder, the School Board may, for its convenience and without cause, elect to terminate the Design-Build Contract, in whole or in part.

- a. In such event, the School Board shall pay Design-Builder for the following:
  - i. All Work executed in connection with the Design-Build Contract (including general conditions and fixed fee associated with the Work completed); and
  - ii. The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.
  - iii. The School Board shall not be obligated to pay Design-Builder for profit on Work not performed as a result of such termination.
- b. Upon receipt of a notice of termination, unless otherwise directed by the Owner's Representative, the Design-Builder must take the following actions:
  - i. Stop Work to the extent specified in the notice.
  - ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of the non-terminated Work.
  - iii. Terminate all design, orders and subcontracts to the extent that they relate to the Work terminated.
  - iv. Settle all outstanding liabilities and claims arising out of the termination of orders and subcontracts.
  - v. Transfer title to the Owner and deliver as directed by the Owner's Representative:
    - (a) Work in process, completed Work, and other material produced as a part of or acquired for the Work terminated; and
    - (b) The completed or partially completed (in both hard copy and electronic format) plans, drawings, information, and other property that, if the Agreement had been completed, would have been furnished to the Owner.
  - vi. Use its best efforts to sell, as directed by the Owner's Representative, any property of the types referred to in Paragraph b.v above, provided that the Design-Builder may acquire property under the conditions prescribed and at prices approved by the Owner's Representative, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Owner to Design-Builder, or be credited to the price or cost of the Work covered by this Agreement, or be paid in any manner directed by the Owner's Representative.
  - vii. Complete performance of the Work not terminated.

viii. Take any action that may be necessary, or that the Owner's Representative may direct, for protecting and preserving any property related to this Agreement that is in the possession of the Design-Builder and in which the Owner has or may acquire an interest.

c. At any time, Design-Builder may submit to the Owner's Representative a list, certified as to quantity and quality, of termination inventory not previously disposed of, and may request the Owner to remove inventory items or enter into a storage agreement covering them. Not later than fifteen (15) calendar days after receiving this request, the Owner will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the Owner's Representative upon removal of the items or, if the items are stored, within forty-five (45) days after submission of the list.

d. After termination, Design-Builder must submit to the Owner's Representative a termination claim in the form and with the certification prescribed by the Owner's Representative. The claim must be submitted promptly, but in no event more than ninety (90) days after the effective date of termination, unless an extension in writing is granted by the Owner's Representative. However, if the Owner's Representative determines that the facts justify such action, any termination claim may be received and acted upon at any time after the ninety (90) day period. Upon failure of Design-Builder to submit a termination claim within the time allowed, the Owner's Representative may determine, on the basis of the information available, the amount, if any, due Design-Builder by reason of the termination which amount Owner shall pay. The termination claim may include costs incurred in its preparation for Design-Builder and its subcontractors.

e. If Design-Builder and the Owner's Representative fail to agree on the amount to be paid to Design-Builder by reason of the termination, the Owner will only pay Design-Builder the amount payable based on the progress obtained on the Project at the time of the termination, including Reimbursable Costs and Fixed Fees only to that point. In no event shall Design-Builder be paid for any Work not actually and properly provided to and approved by Owner and no claim for lost profits or overhead shall be allowed for any time after termination.

f. The total sum to be paid to Design-Builder may not exceed the total Agreement price (CCL or GMP as applicable) as reduced by the payments made and as further reduced by the Agreement price of Work not terminated plus the termination claim. Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, there will be excluded from the amounts payable to Design-Builder under Paragraph e above, the fair value, as reasonably determined by the Owner's Representative, of property destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer.

g. Design-Builder has the right of review under the "Resolution of Disputes, Claims and Other Matters" clause of any determination made by the Owner's Representative under Paragraph d, e and f above, except that, if the Design-Builder has failed to submit its termination claim within the time provided in Paragraph d above and has failed to request an extension of time, there may be no right of review.

- h. In arriving at the amount due the Design-Builder, there may be deducted:
  - i. Any valid claim that the Owner may have against the Design-Builder under this Agreement or otherwise; and
  - ii. The agreed price for or the proceeds of sale of materials, supplies, or other things kept by Design-Builder or sold and not recovered by or credited to the Owner.
- i. If the termination is partial, Design-Builder must file with the Owner's Representative a request in writing for an equitable adjustment of the price and time specified in the Agreement relating to the continued portion of the Agreement.

**17. Payment Bonds, Performance Bonds, and Other Security**

a. Design-Builder shall furnish at commencement of construction, separate performance and payment bonds in the amount of one hundred percent (100%) of the costs of construction. All bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to the School Board, and duly authorized to do business in the Commonwealth of Virginia, that meet the requirements of Virginia Code § 2.2-4337 and are executed in a form acceptable to the School Board. Design-Builder shall cooperate with the School Board to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of performance and payment bonds provided hereunder.

b. Design-Builder shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the issuance of any earth-disturbing or other permit and any bonds or security required by VDOT or any other governmental authority.

**18. Insurance**

a. Design-Builder shall obtain, maintain and comply with the terms and conditions of, and shall pay all premiums with respect thereto as the same become due and payable, the following insurance with companies that are reasonably satisfactory to the School Board with at least an A (financial strength) and a VI (size) or greater rating by A.M. Best;

- i. Worker's Compensation insurance in the amount statutorily required;
- ii. Commercial General Liability insurance (on an occurrence basis) for a combined single limit for bodily injury and property damage of not less than \$1,000,000, with coverage, at a minimum, for (i) blanket contractual liability; (ii) products liability and completed operations; and (iii) broad form property damage coverage;
- iii. Business Automobile Liability insurance for a combined single limit for bodily injury and property damage of not less than \$1,000,000. Auto liability should be written with a symbol "1" which will provide owned, non-owned, and hired auto liability coverage;

- iv. Umbrella or Excess Liability insurance for a minimum single limit of \$4,000,000 supplementing the Commercial General Liability policy and Business Automobile Liability policy; and
- v. Professional Liability insurance, on a claims made basis, in an amount not less than \$2,000,000 per occurrence and not less than \$4,000,000 in the aggregate, covering damages resulting from negligent professional errors, omissions or wrongful acts or services performed by a certified, licensed or registered architect or professional engineer, as required by applicable law.
- vi. Design-Builder may satisfy the minimum liability limits required above for Commercial General Liability and Business Automobile Liability under an Umbrella or Excess Liability policy.
- vii. Design-Builder shall be responsible for the filing and settling of claims and liaison with insurance adjusters.
- viii. Design-Builder shall send a copy of all policies and certificates of coverage to the School Board, which shall be deemed to have approved of such policies unless, within thirty (30) days after receipt thereof, the School Board shall by notice in writing advise Design-Builder to the contrary.
- ix. The Commercial General Liability and Business Automobile Liability insurance policies shall name the School Board and the security trustees, if any, as part of any financing, if any, as Additional Insureds. Design-Builder shall provide a policy endorsement in the form as follows:

*Additional Insured - School Board, Lessees or Contractors  
(Form B)*

*This endorsement conditions insurance provided under the following policy:*

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

*Name of Design-Builder as named insured, Project Name or Number, and Article II is amended to include as an insured the person or organization shown in the Schedule (School Board), but only with respect to liability arising out of "your work" for that insured by or for you. Design-Builder also agrees to endorse the School Board as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis. The Design-Builder further agrees to endorse the School*

*Board as an Additional Insured and Loss Payee, on the Builder's Risk Insurance.*

b. The School Board reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to Design-Builder. Additionally, the School Board reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

c. Design-Builder agrees to provide, or cause to be provided to, the School Board Certificates of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and are in full force and effect. The Certificates of Insurance shall clearly indicate the project name and project number. Said Certificates of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Dr. Marceline Catlett, Superintendent  
Fredericksburg City Public Schools  
210 Ferdinand Street  
Fredericksburg, VA 22401

d. Design-Builder, prior to notice to proceed with or commencement of any construction, whichever occurs first, will cause Builder's Risk insurance to be provided and maintained that names the School Board as named insured by means of an endorsement to the policy and gives coverage to protect the interests of the School Board, and Design-Builder, its Subcontractors and its Design Consultants. The Builder's Risk coverage shall include property in transit, on or off-premises, which will become part of the Work, and for "acts of terrorism" coverage under the Terrorism Risk Insurance Act of 2002. Design-Builder shall procure and maintain, or cause to be procured and maintained, the Builder's Risk insurance policy on an "all risk", 100% replacement cost basis, until completion of the Project and final payment to Design-Builder under the Design-Build Contract. The Design-Builder agrees to have the policy endorsed with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the School Board. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the School Board's interest in the building ceases, or the building is accepted and insured by the School Board. Cessation of the Builder's Risk coverage shall be affirmatively coordinated with the School Board's property insurer, as identified by the School Board. Copies of required endorsements shall be received prior to commencement of the Project.

- i. Property Coverage – Installation Floater (and Rigger’s Form, if applicable) will be required for the installation of contents or equipment. Coverage will begin with supplier and continue until equipment/contents has been fully installed. Floater will be valued for the replacement cost value of equipment/contents including all costs. The Design-Builder shall provide coverage for portions of the Work stored off-site after written approval of the Owner at the value established in the approval and for portions of the Work in transit. Riggers Form extension to the General Liability coverage may be on the Design-Builder’s insurance coverage, or may be a certificate from the crane company supplying this coverage and listing the School Board, its officers, agents, volunteers, and employees, and the Design-Builder and the subcontractors as additional insureds.
  
- ii. Special Hazards - In the event special hazards required by the Contract Documents, the Design-Builder shall obtain and maintain during the life of the Agreement a rider to the policy or policies required, in an amount not less than that stipulated under the above paragraphs. Should any unexpected special hazards be encountered during the performance of this Agreement, the Design-Builder shall, prior to performing any Work involving the special hazard, immediately obtain this insurance as instructed by the Owner. In the event the special hazard requiring the additional coverage was not a part of the GMP, the expense of such insurance shall be reimbursed to the Design-Builder by the Owner, otherwise the Design-Builder shall assume full responsibility for the purchase with no charge back to the Owner.
  
- e. Owner’s Liability Insurance. Owner shall procure and maintain from insurance companies authorized to do business in Virginia such liability insurance to protect the School Board from claims which may arise from the performance of the School Board’s obligations under the Agreement or the School Board’s conduct during the course of the Project. The liability insurance obtained by the School Board shall include as additional named insureds the interests of the School Board and Design-Builder.
  
- f. Owner’s Property Insurance.
  - i. The Owner shall procure and maintain, or cause to be procured and maintained, from insurance companies authorized to do business in Virginia, property insurance as appropriate upon the existing property that is part or adjacent to the Project, to its full insurable value, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by the Owner shall include as additional named insureds the interests of Design-Builder, Prime Construction Contractor, Designer and their subcontractors and shall insure against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Design-Build Contract, and shall be primary coverage for the School Board’s facilities.

ii. The Owner shall procure and maintain, or cause to be procured and maintained, boiler and machinery insurance as appropriate that will include the interests of the School Board and Design-Builder, Prime Construction Contractor, Designer and their subcontractors.

iii. Prior to Design-Builder commencing any Work, the School Board shall provide Design-Builder with certificates evidencing that (i) all the Owner's insurance obligations required by the Design-Build Contract are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from the School Board and (ii) no insurance coverage will be canceled or renewal refused, unless at least thirty (30) days prior written notice is given to the School Board and Design-Builder. The Owner's property insurance shall not lapse or be canceled if the School Board occupies a portion of the Work pursuant to GC Section 6.6.3 (Substantial Completion). The School Board shall provide Design-Builder with the necessary endorsements from the insurance company prior to using a portion of the Work.

iv. Any loss covered under the Owner's property insurance shall be adjusted with the School Board and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 20 hereof.

g. The School Board and Design-Builder may agree to waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided and also to waive all such rights against the Design-Builder, Subcontractors, Sub-Subcontractors, Design Consultants and all other parties named as insured in such policies for losses and damages so caused. If the School Board and Design-Builder agree to waiver of subrogation, then such insurance policies of the School Board and Design-Builder shall be endorsed to provide for this waiver of subrogation, pursuant to the Design-Build Contract. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the School Board or Design-Builder as trustee or otherwise payable under any policy so issued.

## **19. Representations and Warranties**

Design-Builder represents and warrants that it has legal authority to enter into this Agreement and perform all of its obligations herein (including necessary state construction and design licenses and obligations required by Virginia Code § 56-575.8) and that the execution of this Agreement by it has been duly and properly authorized. The School Board represents and warrants that it has legal authority to enter into this Agreement and perform all its obligations herein and that the execution of this Agreement by it has been duly and properly authorized, including approval by the School Board of the School Board's entry into this Agreement.

## **20. Resolution of Disputes, Claims and Other Matters**

Disputes, claims and other matters in question between the Parties under the Design-Build Contract shall only be resolved as follows:

a. If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to this Article 20.

b. If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in this Agreement. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request. No claim by Design-Builder will be allowed if first asserted after final payment under this Agreement, except as expressly provided herein.

b. The Parties shall first endeavor to resolve any disputes, claims or other matters in question between them through direct negotiations. To the extent that the dispute concerns costs of services, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.<sup>2</sup>

c. If such direct negotiations fail, by non-binding mediation, with the site of the mediation being the City of Fredericksburg, Virginia, which is agreed to be the sole and exclusive venue. Should the dispute, claim, or other matter in question remain unresolved for the shorter of (i) following negotiation and mediation, or (ii) more than ninety (90) days after mediation is requested by a Party, either Party may proceed in accordance with subparagraph 20(c) below.

d. If the procedures of subparagraph 20(b) have been followed, but, more than ninety (90) days have passed since a Party has requested mediation, and the dispute, claim or matter in question remains unresolved, then either Party may institute a lawsuit, as appropriate, in the Circuit Court of the City of Fredericksburg, Virginia, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Design-Builder hereby consents to jurisdiction and venue in Circuit Court of the City of Fredericksburg, Virginia.

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<sup>2</sup> Language for 20.a. adapted from DBIA Document No 535, Article 10.

e. Nothing in paragraphs (b) or (c) shall prevent a Party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the City of Fredericksburg, Virginia if circumstances so warrant.

f. In the event of any dispute, claim, or other matter in question arising, Design-Builder shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. Owner shall continue to satisfy its payment obligations to Design-Builder. During the pendency of any dispute in connection with the payment of moneys, Design-Builder shall be entitled to receive payments for non-disputed items and amounts. However, if payment is delayed more than sixty (60) days due to no fault of the Design-Builder, then, prior to the Design-Builder stopping work, it shall notify the Owner in writing of its intent to stop the Work. Both parties shall make all reasonable efforts to engage in negotiations pursuant to 20.b. above. If, however, the parties are unable to resolve the dispute within five (5) business days from the date of the Design-Builder's notification, the Design-Builder may stop the Work until the payment issue is resolved.

g. No claim by Design-Builder will be allowed if first asserted after final payment under this Agreement, except as expressly provided herein.

## **21. Notices**

All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the School Board:  
Dr. Marceline Catlett, Superintendent  
Fredericksburg City Public Schools  
210 Ferdinand Street  
Fredericksburg, VA 22401

With copies to:  
Heather Hays Lockerman, Esq.  
Sands Anderson PC  
1111 E. Main Street, Suite 2400  
Richmond, VA 23219

To Design-Builder:  
W. Alex Amos  
English Construction Company, Inc.  
615 Church Street  
Lynchburg, Virginia 24505

With copies to:  
Stephen Halsey

Moseley Architects, P.C.  
3200 Norfolk Street  
Richmond, Virginia 23230

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier or three (3) days after sending if sent by certified mail, return receipt requested.

## **22. Miscellaneous**

**22.1 Authorization to Conduct Business in Virginia.** The provisions of Virginia Code § 2.2-4311.2 are incorporated by reference. If Design-Builder, is a business entity described in Virginia Code § 2.2-4311.2.A, Design-Builder, must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Agreement.

**22.2 Conditions Precedent and Subsequent to Agreement's Effectiveness.** It shall be a condition precedent to this Agreement's effectiveness that it first be approved by School Board of the City of Fredericksburg as evidenced by the signature of its Superintendent on behalf of the School Board on the signature pages hereof.

**22.3 Confidential Information.** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

**22.4 Cooperation.** The Parties agree to cooperate to achieve the objectives of the Design-Build Contract 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 School Board to those matters requiring an appropriate vote by the School Board) so as to not unduly delay the Project Schedule.

**22.5 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.

**22.6 Drug-Free Workplace**

a. During the performance of the Design-Build Contract, the Design-Builder agrees to (i) provide a drug-free workplace for the Design-Builder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Design-Builder'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 Design-Builder that the Design-Builder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order exceeding \$10,000 in value, 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 the Design-Build Contract by Design-Builder 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 Design-Build Contract.

c. The Design-Builder shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Design-Builder, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

**22.7 Equal Opportunity Employment.** During the performance of the Design-Build Contract, the Design-Builder agrees as follows:

a. The Design-Builder will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Design-Builder. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Design-Builder, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, will state that Design-Builder is an Equal Employment Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Design-Builder will include the provisions of the foregoing Subsections a(1),(2), and (3) in every subcontract or purchase order of over \$10,000, including but not limited to any agreement with the Contractor, so that the provisions will be binding upon each subcontractor or vendor.

**22.8 Ethics in Public Contracting.** Be advised that the provisions, requirements, and prohibitions as contained in Virginia Code §§ 2.2-4367 through 2.2-4377, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Agreement.

**22.9 Financial Statements.** Design-Builder agrees to provide the School Board with copies of complete and current financial statements for the Design-Builder on an annual basis upon request. The financial statements provided need not be audited, but if Design-Builder does have the financial statements audited, they shall supplement their initial submission of unaudited financial statements for the year concerned with copies of audited statements within thirty (30) days after they become available. The Design-Builder hereby designates such financial statements as confidential proprietary information exempt from release under the Virginia Freedom of Information Act.

**22.10 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard for Virginia's conflicts of laws rules. Venue for any litigation arising from this Agreement shall only be proper in the Circuit Court of the City of Fredericksburg, Virginia or in the General District Court of the City of Fredericksburg, Virginia if the amount in controversy is within the jurisdictional limit of each court, regardless of the actual location of such parties. 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.

**22.11 Headings.** The headings used in this Agreement, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**22.12 Immigration Reform and Control Act of 1986.** The Design-Builder does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**22.13 Independent Contractor.** It is expressly understood and agreed by the Parties hereto that Design-Builder, in performing its obligations under the Design-Build Contract, shall be deemed an independent contractor and not an agent, employee or partner of the School Board.

**22.14 Minority and Women-Owned Business Enterprise and Small Business Certification.** The Design-Builder shall use reasonable efforts to use minority and women-owned business enterprises and small businesses for Work on the Project. The Design-Builder shall complete and submit the "Minority and Women-Owned Business and Small Business Certification" form from time to time as requested by the Owner's Representative. Failure to complete and sign this statement is considered a material violation of this Agreement.

**22.15 Modifications.** This Contract shall not be amended, altered, or modified unless such amendment, modification or alteration is reduced to writing signed by both parties and attached hereto.

**22.16 No Crimes Against Children.** Design-Builder acknowledges that any contract resulting from this solicitation for services may require Design-Builder, Design-Builder's employees or other persons within Design-Builder's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Design-Builder hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Design-Builder on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Design-Builder hereby acknowledges that, pursuant to Virginia Code § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a class I 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. Fredericksburg City Public Schools shall not be liable for materially false statements regarding the certifications required under this Agreement. Design-Builder hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the Fredericksburg City School Board of any event that renders this certification untrue.

The Design-Builder shall execute and deliver to the Owner upon execution of the Agreement the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Exhibit O. The Design-Builder shall require Contractor and all other subcontractors to execute such certification prior to performing any Work.

**22.17 Non-Discrimination pursuant to Virginia Code § 2.2-4343.1.** Be advised that the Owner does not discriminate against faith-based organizations. The Design-Builder shall not discriminate against faith-based organizations during the performance of this Agreement.

**22.18 No Waiver.** The failure of the School Board or Design-Builder to insist upon the strict performance of any provisions of the Design-Build Contract, the failure of the School Board or Design-Builder 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 the School Board of any act by Design-Builder requiring the School Board's consent or approval shall not be construed to waive or render unnecessary the requirement for the School Board's consent or approval of any subsequent similar act by Design-Builder. No provision of the Design-Build Contract

shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged.

**22.19 Required Payment Provisions Under Virginia Code § 2.2-4354**

a. The Design-Builder shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Design-Builder by the Owner for work performed by a subcontractor under this Agreement:

(1) Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under this Agreement; or

(2) Notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. The Design-Builder shall provide its federal employer identification number to the Owner.

c. The Design-Builder shall pay interest to the subcontractor on all amounts owed by the Design-Builder that remain unpaid after seven (7) days following receipt by the Design-Builder of payment from the Owner for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subdivision a(2), above.

d. Unless otherwise provided under the terms of this Agreement, such interest shall accrue at the rate of one percent (1%) per month.

e. The Design-Builder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements to each lower-tier subcontractor.

f. The Design-Builder's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the Owner.

**22.20 Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**22.21 Smoke Free Environment.** The Design-Builder and its employees are prohibited from using tobacco products of any kind while on any School Board property. This policy also applies to all subcontracts awarded under the contract or order. The Design-Builder

shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with this policy.

**22.22 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. Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

**22.23 Tax ID Number.** The provisions of Virginia Code § 2.2-4308.2 are incorporated by reference. In accord with Virginia Code § 2.2-4308.2 registration and participation in the E-Verify program (electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Division C, Title IV, § 403(a), as amended) is required. Design-Builder agrees to provide its federal tax ID number to the School Board.

**22.24 Time of the Essence.** The time to complete construction of the Project is of the essence. The Design-Builder shall proceed expeditiously with adequate forces and make diligent efforts to keep the Project on schedule, and the Design-Builder 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 School Board will cooperate reasonably with Design-Builder's efforts to keep the Project on schedule.

### **23. Entire Agreement and Order of Precedence**

This Agreement, including any other Contract Documents, and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Design-Builder and the School Board 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. The applicable portions of the detailed phase proposal are incorporated herein as **Exhibit 1** for purposes of providing details concerning the requirements of this Agreement. In the event of any conflict or inconsistency between or among the meaning of any provision of the Contract Documents, such meaning, and the Contract Documents, shall be interpreted in the following order of precedence: this Comprehensive Agreement, including any exhibits (but specifically excluding **Exhibit 2** (the General Conditions)) and attachments hereto as well as any modifications and amendments thereto; the General Conditions, including any modifications, amendments or change orders thereto; and the Construction Documents prepared and approved in accordance with GC Section 2.4. **Exhibit 1** is not intended to contradict the Design-Build Contract or this Agreement, and in the event of any inconsistencies or conflicts, this Agreement shall prevail.

### **24. Exhibits**

The following exhibits are hereby deemed to be part of this Agreement:

- Exhibit 1: Design-Builder’s PPEA proposal**
- Exhibit 2: General Conditions of Contract (DBIA Form 535, as revised)**
- Exhibit 3: Supplemental Conditions**
- Exhibit 4: Parent Guarantees**
- Exhibit A *Not Used*
- Exhibit B *Not Used*
- Exhibit C Clarifications and Assumptions (5 pages)**
- Exhibit D Contract Cost Limit (1 page)**
- Exhibit E Draw Schedule (1 page)**
- Exhibit F Payment Application (4 page)**
- Exhibit G Project Schedule Milestones (1 page)**
- Exhibit H Vendor’s Certification (1 page)**
- Exhibit I List of A-E Rates (1 page)**
- Exhibit J *Not Used*
- Exhibit K Design Guidelines (22 pages)**
- Exhibit L *Not Used*
- Exhibit M Sample Performance Bond, Payment Bond (6 pages)**
- Exhibit N Rental Rate Sheet (3 pages)**
- Exhibit O Vendor’s Certification – No Crimes Against Children (1 page)**
- Exhibit P Site Plan (1 page)**

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

**FREDERICKSBURG CITY SCHOOL BOARD**

By: \_\_\_\_\_  
Dr. Marceline Catlett, Superintendent

**CITY COUNCIL OF THE CITY OF  
FREDERICKSBURG, VIRGINIA**

By: \_\_\_\_\_  
Timothy J. Baroody, City Manager

Approved as to form:

By: \_\_\_\_\_  
School Board Attorney

**FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC**

By: \_\_\_\_\_

**Exhibit # 1**

**DESIGN-BUILDER'S PPEA PROPOSAL**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**



**ORIGINAL**  
Fredericksburg City Public Schools  
**RFQ 202105-001**  
**New Elementary/Middle School**

July 16, 2021

**FIRST**CHOICE

Public-Private Partners

**ENGLISH CONSTRUCTION COMPANY, INC**

**MOSELEY ARCHITECTS**



**COPY**  
Fredericksburg City Public Schools  
**RFQ 202105-001**  
**New Elementary/Middle School**

July 16, 2021

**FIRST**CHOICE

Public-Private Partners

**ENGLISH CONSTRUCTION COMPANY, INC**

**MOSELEY ARCHITECTS**

# FIRSTCHOICE

Public-Private Partners

English Construction Company, Inc.  
615 Church Street  
Lynchburg, VA 24505  
P: (434) 845-0301

Moseley Architects  
3200 Norfolk Street  
Richmond, VA 23230  
P: (804) 794-7555

July 16, 2021

Re: RFQ #202105-001 New Elementary/Middle School

Fredericksburg City Public Schools  
Dr. Marceline Catlett, Superintendent  
Dr. Matthew Eberhardt, Deputy Superintendent  
210 Ferdinand Street  
Fredericksburg, VA 22401

Dear Dr. Catlett, Dr. Eberhardt, and Members of the Evaluation Committee:

English Construction Company Inc. and Moseley Architects appreciates the opportunity to submit our qualifications for engineering and architectural services for a new elementary/middle school. Based on our team's combined experience providing similar services under the PPEA delivery method for public school systems and local governments, we understand the requirements and are knowledgeable of the process and expectations that may be requested.

Among other benefits, we offer Fredericksburg City Public Schools (FCPS):

- a similar team that successfully delivered the Walker-Grant Center renovation project;
- experience partnering on eight projects with FCPS and the City of Fredericksburg as FirstChoice Public-Private Partners;
- English Construction's experience with 30 PPEA projects;
- Moseley Architects' extensive knowledge of FCPS standards and procedures and the City of Fredericksburg regulations having collaborated on six projects with the school system and eight with the City;
- Moseley Architects' expertise gained from 173 new elementary schools, 74 new middle schools, and eight new combined schools;
- a track record of partnering with school boards and staff to address unique needs with cost-effective solutions.

We are acknowledging receipt of addendum one, the updated RFP and addendum, and the frequently asked questions page. For more information, please contact us at (434) 845-0301 or [ahamblen@englishconst.com](mailto:ahamblen@englishconst.com) (804) 794-7555 or [shalsey@moseleyarchitects.com](mailto:shalsey@moseleyarchitects.com). We welcome an opportunity to meet with you to discuss this contract.

Sincerely,



Allen M. Hamblen, LEED AP  
Senior Executive



Stephen Halsey, AIA, REFP  
Design Managing Principal

- 1 Experience of the Lead Contractor
- 2 Experience of the Architectural and Engineering Firm
- 3 Background and Experience of the Individuals Assigned
- 4 References
- 5 Other Relevant Information

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## Experience of the Lead Contractor



### EXPERIENCE OF THE LEAD CONTRACTOR

The PPEA team of English Construction Company Inc. (English Construction) and Moseley Architects is pleased to offer this proposal for the planning, design, and construction of a new elementary/middle school. The PPEA team is led by English Construction with Moseley Architects as a subconsultant.

The team is established with Fredericksburg City Public Schools (FCPS) and the City of Fredericksburg community's best interest in mind. Our PPEA team is extremely knowledgeable of FCPS and the City's procedures and regulations. We are here to support FCPS with a team dedicated to the success, growth, and prosperity of the county.

### Qualifications

English Construction is a fourth-generation family-owned business with a tradition of excellence since 1909. Over the last century, English Construction has grown steadily, adding advanced skills, resources, and technology to embrace new opportunities. Today,

English Construction is a multi-disciplined construction firm licensed in eight states in the Southeast, with its primary work being in Virginia, West Virginia, North Carolina, and South Carolina.

English Construction and Moseley Architects have an established partnership in the delivery of projects using the Public-Private Education and Infrastructure Act of 2002 (PPEA), a procurement strategy that has proven to produce consistent best value for educational and local government owners. English Construction and Moseley Architects have extensive experience delivering successful projects with these collaborative methods to clients in the Commonwealth of Virginia.

No PPEA team in Virginia has more public sector design-build and similar delivery method experience than English Construction and Moseley Architects, which includes the design and construction of more

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ABOVE English Construction and Moseley Architects collaborated on Fredericksburg City Public Schools' Walker Grant Center renovation through the PPEA process.



than 2,300,000 square-feet totaling over \$510 million in construction value. The team's resume includes the design and construction of public schools, public safety buildings, court facilities, and jails.

English Construction and Moseley Architects have successfully completed numerous public sector projects:

- Walker-Grant Center, Fredericksburg City Public Schools
- Lafayette Upper Elementary School, Fredericksburg City Public Schools
- James Monroe High School, Fredericksburg City Public Schools
- City of Fredericksburg General District and Circuit Court Building
- City of Fredericksburg Juvenile and Domestic Relations Courts Facility Renovation and Addition
- City of Fredericksburg Interim Juvenile and Domestic Relations Courts Facility
- City of Fredericksburg Police Headquarters
- City of Fredericksburg Visitor Center Renovation
- Northumberland Middle School/High School, Northumberland County Public Schools

- Cosby High School, Chesterfield County Public Schools
- Roanoke County Green Ridge Recreation Center
- Rappahannock Regional Jail Roof and Kitchen Upgrade
- Deerfield Correctional Center Expansion
- Green Rock Correctional Center
- Pocahontas Correctional Center
- Meherrin River Regional Jail–Brunswick
- Meherrin River Regional Jail–Mecklenburg
- River North Correctional Center

#### **Additional Experience with PPEA Projects**

English Construction has worked on 33 PPEA project in Virginia. The following projects outline additional experience the firm has with this delivery method.

#### **PPEA Building Projects**

- Liberty Medical Science Building, Lynchburg, VA
- FUMA Dorms, Fork Union, VA

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ABOVE English and Moseley Architects collaborated on James Monroe High School in Fredericksburg City Public Schools (FCPS) through the PPEA delivery method. This project was delivered under FCPS' budget.



LEFT English Construction and Moseley Architects collaborated on FCPS' Lafayette Upper Elementary School.

- New River Valley Regional Jail, Dublin, VA
- Academy of Fine Arts Flytower, Lynchburg, VA
- Stafford County Public Safety Building, Stafford Co., VA
- Fredericksburg Regional Transit Station, Fredericksburg, VA
- Roanoke County Public Safety Building, Roanoke, VA
- US Post Office and Courthouse, Lynchburg, VA
- I-64 Rest Area, New Kent County, VA
- I-85 Rest Area, Mecklenburg County, VA

#### PPEA Utility Projects

- Town of Broadway Water Treatment Plant (WTP), Broadway, VA
- Catlett Calverton Wastewater Treatment Plant (WWTP), Fauquier, VA
- Fredericksburg Dewatering Project, Fredericksburg, VA
- Town of Strasburg Wastewater Treatment Plant Strasburg, VA
- Fredericksburg WWTP Upgrades, Fredericksburg, VA
- Lovettsville Wastewater Treatment Plant, Lovettsville, VA
- Chatham Detention Facility WWTP, Chatham, VA
- Deerfield Detention Facility WWTP, Emporia, VA
- Moneta Wastewater Treatment Plant, Moneta, VA

#### PPEA/PPTA Highway Projects

- Route 288 Goochland County, VA
- I-895 Connector Project, Richmond, VA
- I-85 Rest Stop, Mecklenburg County, VA
- APM Terminal Access Road, Portsmouth, VA

#### **UNDERSTANDING OF AND EXPERIENCE WITH THE PPEA DELIVERY METHOD**

Since English Construction and Moseley Architects have collaborated on 18 PPEA or similar delivery method projects, we are providing FCPS with a team that has extensive knowledge and understanding of the PPEA delivery method.

English Construction and Moseley Architects offers FCPS more than 152 years of experience planning, designing, and building public sector facilities.

#### **Strengths of the PPEA Delivery Method**

- The PPEA delivery method allows the designer to choose their own team member.
- The process frees the owner from the task of mediating the designer/contractor relationship and instead creates a single source of responsibility.
- Subcontractors can perform some of the design work, and early collaboration can lead to savings in both cost and time.
- The method is well suited for repetitive and fast-track projects and can potentially shorten the overall project time frame.
- Scope changes are easier to implement.
- A guaranteed maximum price (GMP) is established very early in the process.

#### **LICENSES**

Please see section five, other relevant information, for a copy of English Construction's DPOR contractor license, bonding letter, insurance information, and other relevant documents.

#### **EXAMPLES OF PPEA PROJECTS WITHIN THE LAST 10 YEARS**

The subsequent pages provide details on English Construction's experience with PPEA projects in the last 10 years.



**Walker-Grant Center**  
Fredericksburg, VA

After a facility assessment study in 2009, the City looked to renovate the historic building to accommodate early childhood pre-school programs.

This project includes the multi-phased conversion of the historic, 80-year old Walker-Grant School into spaces for the administrative offices of Fredericksburg City Public Schools, head start, and early childhood education programs. Renovations include remodeling classrooms, converting the auditorium into a school board meeting room, and converting the stage into a closed session room.

Externally, the school underwent several changes, including improvements to the façade, a new roof, new windows, and new doors. New finishes, including floors, ceilings, doors, and hardware modernize the facility's interior spaces. Furthermore, these updates allow the school to comply with applicable ADA and building code standards. The project also includes mechanical, electrical, and plumbing renovations throughout the facility.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Fredericksburg City Public Schools

**Final Contract Amount**  
\$12,783,235

**Completion Date**  
August 2017

Experience of the Lead Contractor



**Fredericksburg Courthouse and Court Facilities**  
Fredericksburg, VA

Moseley Architects worked with the City to replace and modernize its court facilities, which previously occupied three outdated and inadequate buildings in the historic downtown. The project involved the demolition of the building occupied by the juvenile and domestic relations court. Phased construction allowed for continuous operation of all courts.

The first phase, a new four-level courthouse, is occupied by the circuit and general district courts, is in the Downtown Fredericksburg Historic District, and is traditional in its design character.

The second phase included the renovation of the former general district court building for use by the juvenile and domestic relations court. The entire existing building was renovated, and a 600-square-foot addition was provided at the front entry to create space for queuing and security screening.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
City of Fredericksburg

**Owner Contact**  
Beverly Cameron, Former City Manager  
Contact Information Available  
Upon Request

**Contract Amount**  
\$31,865,831

**Completion Date**  
August 2014

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"Let me again tell you how much I appreciate your work, and the work of your teams, on our project. The new courthouse has exceeded my expectations for beauty, functionality, security, space, and more!"

— Beverly R. Cameron, Former City Manager



**Fredericksburg Juvenile and Domestic Relations Courts Facility**  
Fredericksburg, VA

The 17,250-square-foot building was the previous home of the general district court and clerk, which has moved to a new courthouse directly across the street. The vacated building was renovated, and a 600-square-foot expansion was added at the front entry to create space for queuing and security screening.

The juvenile and domestic relations courts facility houses the juvenile and domestic relations court, clerk, and court services unit.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
City of Fredericksburg

**Owner Contact**  
Beverly Cameron, Former City Manager  
Contact Information Available  
Upon Request

**Final Contract Amount**  
\$4,862,366

**Completion Date**  
September 2012

Experience of the Lead Contractor



**Meherrin River Regional Jail - Mecklenburg  
Boydton, VA**

This project for the Meherrin River Regional Jail Authority consists of a new 80-bed regional jail facility in Mecklenburg County. The facility serves as a satellite jail to the main regional jail located in Brunswick County.

The jail contains community custody (work-release) and Mecklenburg County pre-trial detainees, fully equipped kitchen and laundry, a dedicated area for the magistrate, a medical services area containing a three-bed ward and an isolation cell, an inmate education area, and an inmate recreation gym. Male and female inmates are housed in dormitories for minimum security and in cells for maximum and medium security. A fully enclosed vehicle sallyport and intake holding/processing with inmate property storage room is also provided.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Meherrin River Regional Jail Authority

**Owner Contact**  
Sheriff Brian Roberts  
(434) 848-3133

**Final Contract Amount**  
\$11,340,376

**Completion Date**  
November 2012

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"A seamless project that was on budget and on time!"

— Sheriff Brian Roberts, Brunswick County



**Meherrin River Regional Jail - Brunswick  
Alberta, VA**

This project for the Meherrin River Regional Jail Authority serves both pretrial detainees and the sentenced population.

The design features two separate facilities, the jail support building; and the housing building. The support building functions as the main public entrance and includes spaces dedicated to visiting, administration, and employee functions.

The design also includes a work-release component, which is separated from the rest of the jail by secure perimeter construction and sallyports, as well as dedicated space for the magistrate.

The project achieved LEED certification with the US Green Building Council.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Meherrin River Regional Jail Authority

**Owner Contact**  
Sheriff Brian Roberts  
(434) 848-3133

**Final Contract Amount**  
\$44,484,924

**Completion Date**  
March 2012



**Broadway Water Treatment Plant**  
Broadway, VA

English Construction as the design-builder installed a new river intake structure, new raw water feed pumps and discharge piping, new rapid mix basin, and two new flocculation basins with mixers. The project also provided sedimentation basin upgrades with a sludge removal system, installation of a pall membrane system housed in a new 30'x40' precast concrete building, a new MCC in membrane building, installation of a new precast concrete clearwell. In addition, finished water pumps were replaced, existing sand filters and fill basins were replaced, the WTP building was modified to provide outside access to existing chemical feed room, and a 150,000-gallon well storage tank was installed.

Lead Contractor  
English

Architect-of-Record  
Bowman Consulting Group

Client  
Town of Broadway

Owner Contact  
Kyle O'Brien, Town Manager  
(540) 896-5152

Final Contract Amount  
\$5,974,000

Completion Date  
May 2019



**Strasburg Upgrade and Expansion of the Wastewater Treatment Plant and Relocation of the Department of Public Works**  
 Strasburg, VA

English Construction was the design-builder for the upgrade and expansion of a WWTP and relocation of the department of public works for the Town of Strasburg.

The project was to upgrade the town's wastewater treatment plant to permit the plant operators to meet the Chesapeake Bay area nutrient limits per regulation number 9 VAC 25-820-10 et seq. The effluent limits are 7,999 pounds/year of total nitrogen (TN) and 689 pounds/year of total phosphorus (TP) on a delivered waste load allocation basis.

The permitted monthly average concentrations are 3 mg/l for total nitrogen and 0.3 ppm for total phosphorus. The design intent was to meet these concentration limits at an average daily flow of 2.0 MGD. Upgrades to the wastewater treatment plant included influent pump station, blower building, grit removal facilities, biological reactors including secondary clarifiers, and filters in a cast-in-place concrete structures, chemical feed facilities, sludge dewatering facilities, sludge stabilization, residual solids storage, control building modifications, various site improvements including; new paving, drainage improvements, site and process piping, electrical improvements, process control, and instrumentation improvements and an emergency generator.

**Lead Contractor**  
 English

**Architect-of-Record**  
 Wendel Engineering

**Client**  
 Town of Strasburg

**Owner Contact**  
 Andrew Casolini  
 (703) 229-8718

**Final Contract Amount**  
 \$26,623,400

**Completion Date**  
 May 2017



**EXAMPLES OF PPEA PROJECTS GREATER THAN 10 YEARS**

The subsequent pages provide details on English Construction's experience with PPEA projects greater than 10 years.



**James Monroe High School**  
Fredericksburg, VA

The design of this facility features two-story academic wings that open onto exterior courtyards, which provide ample daylight for each classroom, and also create a pleasant outdoor campus environment.

The 1,000-seat auditorium and 1,800-seat gymnasium are accessible to the public for after-hours use. The site features ample parking provided for staff and student use. The new school was designed to fit on the existing high school site allowing the existing high school to operate while the new school was under construction.

With generous public support and input into the school's design, the new school incorporates many features found in the neighboring historic district that makes James Monroe High School a Fredericksburg landmark.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Fredericksburg City Public Schools

**Final Contract Amount**  
\$29,914,664

**Completion Date**  
August 2006

Experience of the Lead Contractor



**Lafayette Upper Elementary School**  
Fredericksburg, VA

The two-story academic wing is connected to the dining room by a two-story lobby space. Adjacent to the lobby are the administration and guidance suites, allowing passive supervision of the parking lot and student entrances. An operable partition between the dining room and the gymnasium allows overflow seating for large assemblies. The school houses 810 students in grades third through fifth.

This project was contracted as a PPEA (Public Private Education Act) project with First Choice Public-Private Partnership, an LLC with Moseley Architects and English Construction.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Fredericksburg City Public Schools

**Final Contract Amount**  
\$12,498,829

**Completion Date**  
July 2006



**Fredericksburg Police Headquarters**  
Fredericksburg, VA

The Fredericksburg Police Headquarters houses police administration, patrol, services, investigations, and forensics operations as well as the City's E-911 communication center. A fitness facility and locker rooms are included.

The building features a large multipurpose room for use by police department for training programs and for use by community groups. The multipurpose room can be accessed by the public without compromising the security of the rest of the facility.

Storage is provided for various equipment and logistical support needs, including secure evidence storage. Public and police vehicle parking are well separated, with a fenced police vehicle lot to optimize security.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
City of Fredericksburg

**Final Contract Amount**  
\$9,572,589

**Completion Date**  
July 2007

Experience of the Lead Contractor



**Fredericksburg Regional Transit**  
Fredericksburg, VA

English Construction as the general contractor, completed the new Fredericksburg Regional Transit. This project was a 5,000-square-foot, two-story steel and masonry building that houses the regional transit offices, bus ticketing, and waiting areas. It also includes 6,000 square feet of covered canopies for bus parking and roughly 25,000 square feet of decorative concrete paving.

Lead Contractor  
English

Architect-of-Record  
Wendel Duchscher Architects  
and Engineers

Client  
City of Fredericksburg

Final Contract Amount  
\$4,659,422

Completion Date  
July 2007



**Fredericksburg Water Treatment Plant Expansion and Upgrade  
Fredericksburg, VA**

The Fredericksburg Wastewater Treatment Plant Expansion and Upgrade project was the City of Fredericksburg's first Utility PPEA (Public-Private Education Facilities and Infrastructure Act of 2002) Design/Build project.

This project included upgrades to the existing plant to meet Consent Order parameters, including replacing one existing mechanical bar screen with a new mechanical fine screen; replacing alum feed pumps and caustic feed pumps and repairing chemical storage tanks; adding an Ultraviolet Disinfection system into an existing chlorine contact tank; replacing valves on the RAS and WAS piping into the Oxidation Ditch; adding a new SCADA system along with field instruments for monitoring the operation of the plant; and upgrading the electrical system that included cleaning and testing all major electric equipment.

**Lead Contractor**  
English

**Architect-of-Record**  
Reid Engineering Company

**Client**  
City of Fredericksburg

**Final Contract Amount**  
\$3,782,850

**Completion Date**  
November 2009



**Northumberland Middle/High School**  
Heathsville, VA

The Northumberland Middle/High School design is based on a collaborative workshop that was conducted with a steering committee comprised of community and school board members. Due to project urgency, the design team organized a fast-tracked workshop schedule to meet the client’s needs.

The design team drew inspiration for the exterior and main entrance from the local vernacular by combining elements from two major industries, agricultural and maritime commercial trade. This resulted in metal wall panels resembling the board and batten construction that is prevalent in the community. The two main circulation stair wells were designed to resemble lighthouses in the area. Other elements from the community such as pitched metal roofs and traditional brick were also included.

Although the facility shares a common site and infrastructure, the middle school and high school operate as independent schools. Both schools retain distinct identities through the use of separate entrances, dedicated parking, and independent bus drop-offs.

The kitchen facilities are centrally located to support separate dining areas for the middle school and high school. Both schools have separate courtyards that are accessible to shared spaces such as the media center and auditorium. The proximity of the courtyards to the public spaces also provides additional opportunities as a reception space during performances or sporting events.

Additional separate spaces include a gymnasium dedicated to the middle school and a larger, competition gymnasium for high school physical education, sporting, and community events.

Lead Contractor  
English

Architect-of-Record  
Moseley Architects

Client  
Northumberland County Public Schools

Owner Contact  
Jeff Brann  
jbrann@nucps.net

Final Contract Amount  
\$40,994,988

Completion Date  
December 2008



**Cosby High School**  
Chesterfield, VA

Designed with four academic houses that create interdisciplinary learning environments for students' core subjects, each house has classrooms, science classrooms, student resource areas, and teacher work areas. Specialty learning labs located outside the academic houses include music, art, engineering, computer-assisted design and drafting (CADD) and technology labs. A centrally-located forum provides a flexible area for performance, testing, lectures, and student activities.

The two-story media center can be accessed from either floor and is prominently located in the center of the school. Public areas including the auditorium, commons and gymnasium can be accessed after-hours from separate entrances.

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Chesterfield County Public Schools

**Owner Contact**  
Brian Gabriel  
Brian\_Gabriel@ccpsnet.net  
(804) 768-6126

**Final Contract Amount**  
\$42,619,490

**Completion Date**  
January 2007



**Green Ridge Recreation Center**  
Roanoke, VA

The Green Ridge Recreation Center features an outdoor recreation swimming pool and terraces with a concessions area; an indoor recreation swimming pool with fitness lanes; a two-story entry lobby with lounges; a two-court basketball gymnasium; a three-lane running track; administrative staff and conference areas; three multipurpose rooms; a fitness area with views into adjacent gymnasium and natatorium; aerobics studios; and parking for 350 cars.

Having earned LEED Gold certification, the facility features many sustainable design elements including site lighting, which was designed to reduce light pollution; heat recovery from natatorium dehumidification; and exceptional daylighting and views for the facility's users.

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"Until you see it, you really can't get a feel of how awesome a facility it is. It's a dream come true."

— Pete Haislip, Former Director, Roanoke County' Parks, Recreation, and Tourism

**Lead Contractor**  
English

**Architect-of-Record**  
Moseley Architects

**Client**  
Roanoke County

**Owner Contact**  
Dan O' Donnell  
dodonnell@roanokecountyva.gov  
(540) 772-2004

**Final Contract Amount**  
\$26,388,926

**Completion Date**  
October 2009



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Experience of the Architectural and Engineering Firm

#### EXPERIENCE OF THE ARCHITECTURAL AND ENGINEERING FIRM

Since 1969, Moseley Architects has been driven by design that builds the trust of clients and enriches end users' lives.

From offices in Virginia, Maryland, North Carolina, and South Carolina, Moseley Architects is licensed in 22 states and provides feasibility assessments, master planning, architecture, engineering, interior design, security systems design, sustainability planning, and construction contract administration phase services.

The firm is dedicated to a collaborative process focused on design excellence, strong communication, and sound technical execution. As a result, Moseley Architects is frequently ranked among the top design firms in the nation by *Architectural Record*, *Building Design & Construction*, and *Engineering News-Record*.

For nearly two decades, Moseley Architects has enjoyed collaborating with Fredericksburg City Public Schools on six projects. The firm values the relationships that it has developed with your school board, administrative department, building services, teachers, community, and staff over the years. The firm wants to continue this successful partnership by continuing to serve as an extension of your school system to provide prompt service.

Moseley Architects history with FCPS includes studies, security vestibule upgrades, community engagement sessions, collaborations with alumni groups, ribbon cuttings, additions and renovations, and new constructions. The firm is available for any type of professional design service that FCPS may need.

#### Qualifications and Abilities of the Firm

Our team understands that Fredericksburg City Public Schools (FCPS) is seeking professional architecture and engineering services for a new elementary/middle school.

Moseley Architects will provide a majority of the services with its in-house design professionals. To provided FCPS with a comprehensive team of professionals that have worked together on hundreds of projects, the firm will draw from the appropriate relationships with



dozens of consultants in the region that will provide services for civil engineering and design; site plan engineering and surveying; storm water drainage; traffic impact analysis; road design; erosion and sediment control; storm water management facilities; environmental engineering; geotechnical engineering; foodservice design; acoustical consulting; cost estimating; and inspection services.

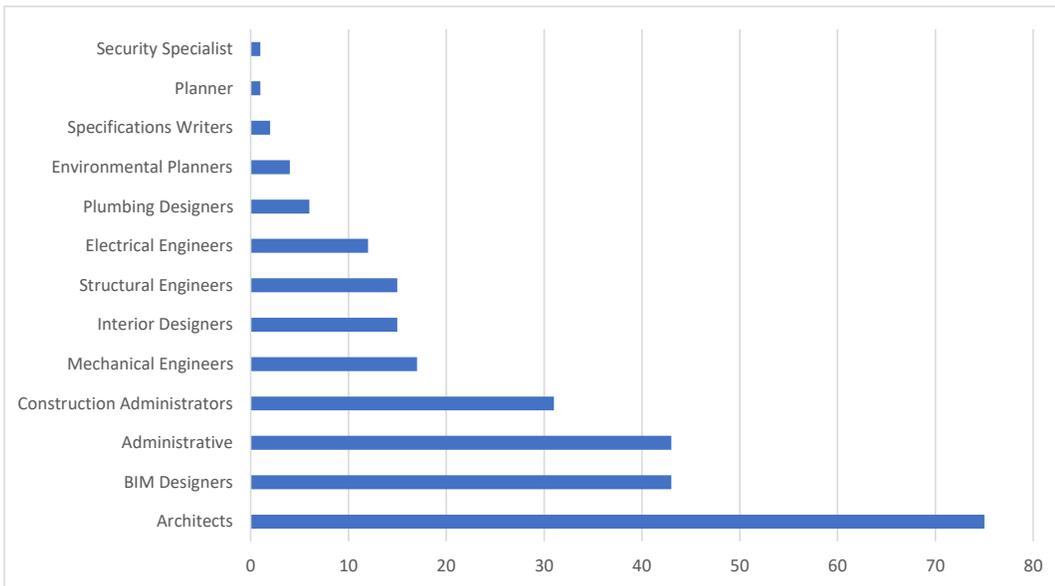
#### In-House Services

Moseley Architects provides the following professional services.

- Project Management
- Architectural Design
- Regulatory agencies coordination
- Interior Design (finishes, furnishings, fixtures, and equipment)
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering

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ABOVE Moseley Architects collaborated with Fredericksburg City Public Schools on a dozen projects from studies, small renovations, and new construction projects, including renovating Walker-Grant Center. We are ready to assist you with any type of project that may develop from this contract.



- Fire Protection Engineering
- Structural Engineering
- Security Design
- Specifications Writers
- Quality Control Specialists
- Technology Design
- Construction Contract Administration
- High Performance Planning and Design
- Energy Modeling

The firm's professionals provide design solutions to clients seeking responsive and reliable planning and design services, as well as specialized expertise. It understands that great design is only one component of a project's success and strives to deliver high-quality, value-based, and timely service for projects both small and large.

Moseley Architects staff of architects, engineers, interior designers, and other professionals collaborate within a unified, multi-disciplinary studio setting. This approach, facilitated by innovative building information modeling (BIM) technology, results in integrated designs tailored to our clients' needs and priorities.

Moseley Architects is proud of its talented team members. Working in an interdisciplinary structure across multiple studios, the firm believes the best results come from an ensemble cast with an amalgam of skill sets and diverse perspectives.

#### Architecture

Providing a full range of architectural services from initial concept development through detailed design documentation, Moseley Architects offers expertise in a wide variety of building types, as well as extensive experience with both new construction and renovation.

The firm understands that its clients are integral and essential members of the project team and welcomes and encourages their involvement through a collaborative process focused on strong communication, design excellence, budget and schedule compliance, and sound technical execution.

#### Engineering

Recognizing the importance of carefully coordinating the design of all building systems, Moseley Architects provides complete structural, HVAC, plumbing, electrical, fire protection, and structural engineering services. The firm's engineering and architectural professionals work side by side, encouraging spontaneous communication and positioning them to effectively integrate all building design disciplines through frequent, face-to-face interaction.

#### Interior Design

Moseley Architects' interior designers advise clients and develop creative and technical solutions that satisfy the functional requirements of a building's interior spaces. These solutions are aesthetically pleasing and enhance

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ABOVE The graph identifies the number of Moseley Architects employees dedicated to each discipline. We have a robust team of in-house professionals to meet many of your term contract needs.

the quality of life for a building's occupants. The firm offers a comprehensive range of services including space planning, selection, detailing and specification of interior finish materials, modular and custom casework design, and acoustical design. The firm also provides furniture design services and furniture procurement and installation help to facilitate a smooth transition from completion of construction to move in and occupancy.

#### Sustainability and High Performance Design

Moseley Architects has embraced its obligation to support a built environment that performs at a higher level by reducing environmental impact and using less energy.

Its team of full-time sustainability and energy performance staff supports its design professionals in creating high-performance building and site designs. The firm provides its clients with meaningful choices and research-based data to assist in making decisions that are environmentally responsible, budget-conscious, and value-based.

#### Security System Design

Keeping people safe and secure in the buildings they use every day has become increasingly important in today's world. Because modern security is needed in so many building types, Moseley Architects offers specialized security system design including access monitoring and control, video surveillance, intrusion detection, duress messaging, and scanning technologies, as well as ballistic and impact-resistant construction.



ABOVE Mechanical, electrical, plumbing systems, and roofing materials were upgraded to improve energy efficiency at Fredericksburg City Public Schools' Walker-Grant Center. Moseley Architects has extensive experience providing clients with similar mechanical, electrical, and plumbing engineering services for term contracts.

**Experience with Fredericksburg City Public Schools and the City of Fredericksburg**

For more than 18 years, Moseley Architects has enjoyed working with FCPS and the City of Fredericksburg. Having successfully completed six projects with FCPS, the firm believes this demonstrates our ability to work in collaborative and productive partnership with Fredericksburg City Public Schools and their agents.

These projects include:

- James Monroe High School
- Lafayette Upper Elementary School
- Original Walker-Grant Study
- Walker-Grant Center Renovation
- Hugh Mercer Elementary School Addition
- Fredericksburg City Public Schools Facility Study and Update

Moseley Architects has also collaborated with the City of Fredericksburg on several projects including the following.

- City of Fredericksburg Court Renovations
- City of Fredericksburg Police Headquarters
- City of Fredericksburg Court Facility Feasibility Study
- City of Fredericksburg Courthouse Master Plan
- City of Fredericksburg General District and Circuit Court Building
- City of Fredericksburg Interim Juvenile and Domestic Relations Courts Facility Renovation
- City of Fredericksburg Juvenile and Domestic Relations Courts Facility Renovation and Addition
- City of Fredericksburg Visitor Center Renovation

Through these 14 projects, the firm has developed valuable relationships with city council members, city department professionals, school board members, many FCPS departments, and most importantly, community members. Moseley Architects has a strong understanding of standards and processes for submitting permits with the public works department, navigating historic



ABOVE James Monroe High School, Fredericksburg City Public Schools



requirements, and working with the community planning and building department.

Moseley Architects has extensive experience working with community and city council members during the community engagement process for multiple projects to gather their input, ideas, and concerns. Its staff also attended numerous joint school board and city council meetings to provide project information.

Through its work assessing and renovating the Original Walker-Grant School, the team worked closely with community groups like the Walker-Grant Alumni Association to incorporate historic features into the multi-purpose building such as refurbishing and re-purposing original doors, preserving historic floor grates, incorporating memorabilia, saving and displaying the original sign letters, and establishing an office for the Walker-Grant Alumni Association in the renovated Walker-Grant Center.

Moseley Architects is including Stewart Roberson, EdD, on the team as a resource for community engagement. For nine years, he was an educator for FCPS and served as the director of instruction and as the assistant superintendent for finance. He was the last principal at the Original Walker-Grant Intermediate School and led the design team for the new Walker-Grant Middle School. If community engagement is required, he will serve as a collaborator for this process. However, our team will want to hear from FCPS, the City of Fredericksburg, community members, students, staff, and parents about their needs.



ABOVE Lafayette Upper Elementary School, Fredericksburg City Public Schools



**Walker-Grant Center Renovation**  
Fredericksburg, Virginia

For nearly 70 years, the building has been continuously occupied for educational use. The primary goals for the renovation were to create appropriately designed spaces for early childhood education and to centralize the school board offices and school district department that were located in five different buildings. The Walker-Grant building was ideal to house the school board offices because of its educational history and access for the entire community. Community meetings and conversations with the school board and city council shaped the renovation design to support a wide range of educational opportunities for Fredericksburg. A design workshop gathered ideas from stakeholders, which revealed a need for an accessible, multi-functional, educational facility.

The early childhood learning center's cafeteria and dining space is shared with the alternative education school, which is located on the same campus. This space also hosts small receptions for community events. The schools' gymnasium is also shared by the alternative education school and the local Boys and Girls club for after-school activities. A significant part of the renovation process was converting the existing auditorium into a large meeting room and converting the stage into a conference room.

Client  
Fredericksburg City Public Schools

Completion Date  
August 2017

**Hugh Mercer Elementary School Addition**  
Fredericksburg, Virginia

**Client**  
Fredericksburg City Public Schools

The addition to Hugh Mercer Elementary School added seven classrooms, two resource rooms, student restrooms, a faculty workroom, and an assistant principal's office. The work also included construction of a new vestibule at the front entrance to provide additional security.

**Completion Date**  
August 2014

The project included the renovation of an existing oversized space with built-in concrete risers into two separate classroom spaces. One of these classrooms is intended for music and maintained the tiered floor. The second space serves as a computer lab and has access flooring installed over the existing tiered risers to establish a level finished floor.

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"The work hasn't been a hindrance at all. If anything, it has been a learning experience for the kids. They get to see how a building is constructed and the process from start to finish."

— Marjorie Tankersley, Former Principal, Hugh Mercer Elementary School, Fredericksburg City Public Schools

**Facility Study**  
Fredericksburg, Virginia

**Client**  
Fredericksburg City Public Schools

Moseley Architects conducted a study of Fredericksburg City Public Schools' four existing schools: Hugh Mercer Elementary School, Lafayette Upper Elementary School, Walker-Grant Intermediate School, and James Monroe High School. Pre-kindergarten and alternative education facilities at the Walker-Grant School were also included in this scope of work. The purpose of the study was to determine existing and future enrollment capacity and to identify space needs for CIP planning purposes all while examining the condition of the facilities. Consideration was also given to the central office departments that are currently housed in existing school facilities.

**Completion Date**  
2012

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"The work hasn't been a hindrance at all. If anything, it has been a learning experience for the kids. They get to see how a building is constructed and the process from start to finish."

— Marjorie Tankersley, Former Principal, Hugh Mercer Elementary School, Fredericksburg City Public Schools



**Lafayette Upper Elementary School**  
Fredericksburg, Virginia

Lafayette Upper Elementary School is a 21<sup>st</sup> century school with classical architectural appeal. The two-story academic wing is connected to the dining room by a two-story lobby space. Adjacent to the lobby are the administration and guidance suites, allowing passive supervision of the parking lot and student entrances. An operable partition between the dining room and the gymnasium allows overflow seating for large assemblies. The school houses students in grades third through fifth.

**Client**  
Fredericksburg City Public Schools

**Completion Date**  
July 2006

**Awards**  
Distinguished Design Award, Virginia School Boards Association, 2006



**James Monroe High School**  
Fredericksburg, Virginia

The design of this facility features two-story academic wings that open onto exterior courtyards, which provide ample daylight for each classroom, and also create a pleasant outdoor campus environment.

The 1,000-seat auditorium and 1,800-seat gymnasium are accessible to the public for after-hours use. The site features ample parking provided for staff and student use. The new school was designed to fit on the existing high school site allowing the existing high school to operate while the new school was under construction.

With generous public support and input into the school's design, the new school incorporates many features found in the neighboring historic district that makes James Monroe High School a Fredericksburg landmark.

**Client**  
Fredericksburg City Public Schools

**Completion Date**  
July 2006

**Awards**  
Merit Award for Design Excellence,  
Virginia Association for Learning  
Environments, 2007

Excellence in Virginia Government  
for Public-Private Partnership, 2006

**MOSELEY ARCHITECTS' SCHOOL DESIGN EXPERIENCE**

**Focused on K-12 Education**

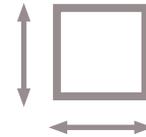
Moseley Architects expertise in designing projects for K-12 educational clients in the region is unparalleled. The firm offers FCPS a collaborative partnership informed by extensive experience.



**6**  
projects with  
Fredericksburg City  
Public Schools



**173**  
new elementary schools  
**74**  
new middle schools  
**8**  
combined elementary/  
middle school



**15.2 million**  
square feet of new  
elementary school space  
**9.5 million**  
square feet of new middle  
school space



**1,249**  
public school projects



**140**  
projects LEED certifications  
or higher



**45**  
projects Designed to Earn  
Energy Star® awards



**NEW ELEMENTARY AND MIDDLE SCHOOL EXPERIENCE IN THE LAST 10 YEARS**

The following list outlines our experience with new construction elementary and middle schools designed and/or built in the last 10 years.

**Elementary Schools**

- Barton Pond Elementary School, Wake County Public School System
- Brookland Area Elementary School, Henrico County Public Schools
- Buckhorn Creek Elementary School, Wake County Public School System
- Camden Elementary School, Kershaw County School District
- Chris Yung Elementary School, Prince William County Public Schools
- Covington-Harper Elementary School Prince William County Public Schools
- Discovery Elementary School, Loudoun County Public Schools
- Douglass Elementary School, Rockingham County Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- Green Elementary School, Wake County Public School System
- Harrisburg Elementary School, Lancaster County School District
- Haymarket Drive Elementary School, Prince William County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Kilby Elementary School, Prince William County Public Schools
- Kyle R. Wilson Elementary School, Prince William County Public Schools
- Lugoff Elementary School, Kershaw County School District
- Moorefield Station Elementary School, Loudoun County Public Schools
- Northside Elementary School, Chapel Hill-Carrboro City Schools
- Oakridge Elementary School, Clover School District
- Oakview Elementary School, Wake County Public School System
- Odell Elementary School, Cabarrus County Schools
- Piney Branch Elementary School, Prince William County Public Schools
- Pleasant Grove Elementary School, Wake County Public School System
- Potomac Elementary School, Montgomery County Public Schools
- Prince George Elementary School, Prince George County Public Schools

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ABOVE Buckhorn Creek Elementary School, Wake County Public Schools



ABOVE Patrick Henry PK-8 School and Recreation Center, Alexandria City Public Schools

- Quinton Elementary School, New Kent County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools
- Royal Oaks Elementary School Replacement, Cabarrus County Schools
- T. Clay Wood Elementary School, Prince William County Public Schools
- Van Wyck Elementary School, Lancaster County School District
- Waxpool Elementary School, Loudoun County Public Schools
- Wateree Elementary School, Kershaw County School District

#### **Middle Schools**

- Greene County Intermediate School, Greene County Schools
- Holman Middle School, Henrico County Public Schools
- J. Michael Lunsford Middle School, Loudoun County Public Schools
- Kannapolis Middle School, Kannapolis City Schools
- Liberty Middle School, Bedford County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Third Creek Middle School, Iredell-Statesville Schools
- Trailside Middle School, Loudoun County Public Schools
- Woodland Heights Middle School, Iredell-Statesville Schools

#### **Combined Schools**

- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Crossroads PreK-8 School, Norfolk Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools



**Brookland Area Elementary School  
Henrico, VA**

The new elementary school adjoins the existing Holladay Elementary School and required phasing for completion while the site was continuously occupied.

The design features a library flanked by two academic wings, each with extended learning areas to facilitate group interaction with write-able surfaces, soft seating, technology, and display monitors. In addition to the traditional use for transportation, this stairway can also serve as a gathering area for students and as a platform for presentations.

The circulation spine connects the academic wings to an oversized gymnasium with a performance platform, the cafeteria, and administrative space. The administrative suite houses the main entry for both Holladay and Brookland Area Elementary Schools. The administration suite features a community room to be used by the public, with controlled access to the educational wings.

**Relevance to FCPS' Needs**

- Elementary school
- Community engagement and design workshop
- Collaborative learning spaces
- LEED Registered
- Programming study
- Multi-story (2)
- Redistribution of grades

**Client**

Henrico County Public Schools

**Completed**

2021

**Size**

78,645 SF New

"I want to thank you and your entire team for the herculean effort to get the full set of drawings, specs, and contract documents together in such a short period of time. I really appreciate your hard work and dedication to this project."

- Adam Beifield, Capital Projects Manager, Henrico County Public Schools



**Prince George Elementary School**  
**Prince George, VA**

The new Prince George Elementary School replaces the outdated, 1960s-era campus-style Walton Elementary School on a new site. The unique design solution was developed through a core design committee comprising school board members, school principal, superintendent, and maintenance staff. To accommodate new elementary school programs, the design team assisted Prince George County Public Schools in updating the elementary school educational program without increasing the square-footage through an E-plan prototype. This building layout creates a one-story public area with the administration suite, cafeteria, and gymnasium, as well as three two-story academic wings that provide each grade level with their own learning pod. The new building program re-purposes the square-footage from the static computer lab to extended learning areas in the academic wings. These extended learning areas widen the hallway between the classrooms to provide collaborative space for groups to gather in a secure and easily observable common area. Adjacent to the main entrance, open shelving allows passersby to glimpse into a new maker-space where students engage in hands-on learning activities.

The large site will accommodate Prince George County Parks and Recreation’s play fields and ball fields, so the county expressed a need for the building to support community initiatives. To meet these needs, the gymnasium is sized for a middle school with a performance stage to host sporting events and community meetings. For larger events, the gymnasium can extend into the cafeteria by opening a folding partition. The gymnasium and cafeteria have controlled access for after-hours use while the academic wings remain secure.

**Relevance to FCPS’ Needs**

- Elementary school
- Replacing an existing school
- Community engagement
- Collaborative learning spaces
- Programming study
- Multi-story (2)

**Client**

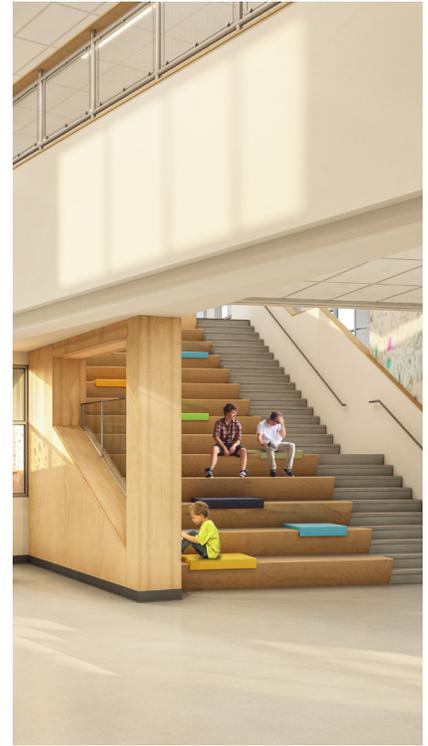
Prince George County Public Schools

**Completed**

2022

**Size**

96,000 SF New



**Quinton Elementary School**  
New Kent, VA

With anticipated growth in the county and existing schools over capacity, New Kent County Public Schools (NKCPs) is in need of a new elementary school to accommodate current and future students. The new elementary school was developed through a design workshop process with input from community members and stakeholders.

The two-story academic wings have extended learning areas on each floor to support the adjacent classrooms. Within the extended learning areas are smaller, enclosed rooms with floor-to-ceiling glass walls that provides passive supervision of small group discussions or individual learning.

Located on the second floor, a dedicated STEAM lab is available to all grade levels navigating project-based learning and is supported by a large extended learning area. Another 21<sup>st</sup> century learning design element incorporated in the new elementary school is a social stair, which connects the open library to the second floor extended learning area and STEAM lab. The social stair is a gathering area for students, presentation platform, and also serves as a transportation hub. The school has a middle school-sized gymnasium and an auxiliary gymnasium to support community events and parks and recreation departments' summer programs. The main gymnasium is connected to the cafeteria through a platform stage that has the ability to open from both sides to support various sized groups.

**Relevance to FCPS' Needs**

- Elementary school
- Community workshop and design workshop
- Collaborative learning spaces
- Programming study
- Multi-story (2)

**Client**

New Kent County Public Schools

**Completed**  
2022

**Size**  
95,000 SF New

"This is such an exciting time for New Kent, to be building a new elementary school.... a big step forward for our school system and our county."

— Andrea Staskiel, School Board Chair, New Kent County Public Schools



**Potomac Elementary School**  
Potomac, MD

With portions of the school dating to the 1930s and multiple additions and renovations over the years, the original Potomac Elementary School had surpassed its useful life. Moseley Architects collaborated with Montgomery County Public Schools (MCPS) on a feasibility study to determine whether Potomac Elementary School should be renovate or replaced. Additionally, the study evaluated alternate sites for a replacement school. The study concluded that the school should be replaced with a new facility on the same-site.

Based on the feasibility study, Moseley Architects designed a new Potomac Elementary School to meet the needs of a growing community. Numerous meetings with staff, teachers, community members, MCPS officials, and the design team guided the design process.

The design features a two-zone concept with public and academic spaces. This approach facilitates secure, after-hours use of the cafeteria and gymnasium for the community. The design also features strategies to create a secure learning environment including locating administrative offices at the corners of intersections for clear, unobstructed supervision.

The school's courtyard offers a secure, outdoor learning environment and access to natural light for interior classrooms. The school is designed with seven shell classroom spaces that will be constructed and outfitted with infrastructure to accommodate future, increased enrollment.

**Relevance to FCPS' Needs**

- Elementary school
- Community engagement and design workshop
- Collaborative learning spaces
- LEED Silver and Designed to Earn Energy Star
- Programming study
- Multi-story (2)

**Client**

Montgomery County Public Schools

**Completed**  
2020

**Size**  
86,550 SF New



**Buckhorn Creek Elementary School**  
**Holly Springs, NC**

Opened in 2018 to accommodate a rapidly growing student population, Buckhorn Creek Elementary School is a 112,607-square-foot facility located in Holly Springs, North Carolina. Wake County Public School System (WCPSS) elected to use Moseley Architects' E-plan prototype, previously utilized at two other WCPSS elementary schools: Pleasant Grove and Oakview.

As the Wake County region continues to boom in population, the school district has striven to keep pace with the construction of high-quality 21<sup>st</sup> century learning environments that meet the requirements of modern education. The use of prototype designs such as the E-plan eases this process, allowing WCPSS to move forward with projects knowing they and their stakeholders can trust the process and the design. At the request of the client, the adaptation of the prototype for Buckhorn Creek prioritized the enhancement of collaborative learning spaces, incorporating new learning commons spaces into the classroom wings.

The school was designed with an initial capacity of 800 students and a core capacity of 900, and there are already plans for future growth. The E-plan has remained a trusted model for the district and was recently employed again in the design of the new Barton Pond Elementary School.

**Relevance to FCPS' Needs**

- Elementary school
- Design workshop
- Collaborative learning spaces
- Programming study
- Multi-story (2)

**Client**

Wake County Public School System

**Completed**

2018

**Size**

112,607 SF New



**Cherry Park Elementary School Addition to Sullivan Middle School  
Rock Hill, SC**

The design of the new Cherry Park Elementary School Language Immersion Academy at Sullivan Middle School includes renovating and expanding the existing middle school. A 73,250-square-foot, two-story addition supports kindergarten through third grade and accommodates 625 students.

The Casa Maison, named by the charrette committee, means "House House."

The kindergarten through first grade, second and third grade, and fourth and fifth grade halls all have their own Casa Maison, comprised of expanded circulation space that occupies multiple teaching stations for break out and collaborative learning.

The language program is a collaboration between two classrooms adjacent to each other. Half of the school day is taught in English, while the other half is taught in a second language. For example, one class could be learning English, while the other class is being taught math in Spanish or French.

The Casa Maisons are located on each level of the new construction and in the existing building in the renovated area adjacent to the media center. The interior design concept features wayfinding around the collaborative areas reinforcing the space and designating the path of travel.

**Relevance to FCPS' Needs**

- Elementary school addition to create a combined school
- Collaborative learning spaces
- LEED certified
- Programming study
- Multi-story (3)
- Redistribution of grades

**Client**  
Rock Hill Schools

**Completed**  
2018

**Size**  
73,258 SF New

"It was one of the biggest surprises of my career that when I saw the first designs from the architect, it was exactly what we had dreamed of . . . it was going to have the intended purpose and impact on developing kids to deeply acquire a second language . . . who are going to leave us and go and change the world."

— Patrick Maness, Principal



**Baldwin Elementary/Intermediate School**  
Manassas, VA

This three-story school features 21<sup>st</sup> century learning spaces for students in kindergarten through sixth grade and utilizes corridors as extended learning spaces while still providing space for circulation and egress. Extended learning labs include smart boards and computer monitors with operable glass partitions for small group, project-based learning opportunities.

To identify the intermediate students' extended learning labs, the fifth and sixth grade wings are painted with mature colors in order to diversify the building and their educational advancement. The school was designed with separate front entrances for the elementary and intermediate students and feature a security vestibule that directs visitors through the main office in order to gain access to the school.

**Relevance to FCPS' Needs**

- Combined elementary/middle school
- Community engagement and design workshop
- Collaborative learning spaces
- Designed to Earn Energy Star
- Programming study
- Multi-story (3)

**Client**  
Manassas City Public Schools

**Completed**  
2016

**Size**  
140,000 SF New

"Extended learning areas offer opportunities that make a positive impact for learning. Baldwin students now have the ability to break out from the traditional classroom into a visible area outfitted with technology that a standard hallway does not offer. Baldwin has become the hotspot for staff professional development, because of the extended learning areas. The spaces welcome collaboration as seating arrangements can be easily modified to suit different learning opportunities."

— Russ Helton, Director of Facilities and Maintenance



**Patrick Henry PK-8 School and Recreation Center  
Alexandria, VA**

When the new Patrick Henry PK-8 School and Recreation Center opened its doors to students in January 2019, it marked the culmination of a collaborative effort between Alexandria City and Alexandria City Public Schools that began almost five years earlier.

Patrick Henry's existing 1950s-era elementary school could not accommodate a student population expected to increase 3-5% every year for the next 10 years, while the adjoining gym and recreation center built by the City in 1973 could not meet the demands of an increasingly active community. The new facility addresses both needs while utilizing the same 13-acre site that has served as a neighborhood hub for more than half a century.

The design team used the topographical slope of the site to establish distinct entryways for each of the facility's dual functions. The building's single-story recreation center corresponds to the scale of its residential surroundings and transitions into a three-story academic wing that complements an adjacent multi-story apartment complex.

The facility's exterior aesthetic mirrors the traditional red brick and horizontal, tan cast bands visible throughout Old Town Alexandria. Its interiors reveal a vibrant color palette, clerestory windows, and wide corridors that welcome students into a 21<sup>st</sup> century learning environment.

**Relevance to FCPS' Needs**

- Combined elementary/middle school
- Community engagement and design workshop
- Collaborative learning spaces
- LEED Silver and Designed to Earn Energy Star
- Programming study
- Multi-story (3)

**Client**

Alexandria City Public Schools

**Completed**  
2018

**Size**  
138,600 SF New

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"Along the way, Moseley Architects was cognizant of the rigorous schedule demands imposed by the various milestone events and have kept their design process abreast of an extremely tight schedule. The new Patrick Henry PK-8 facility holds great expectations for the stakeholders and it is appropriate that Moseley Architects earns our highest recommendation."

— Paul May, Project Manager, Alexandria City Public Schools



**Northeast Area Middle School**  
**Rosedale, MD**

Moseley Architects collaborated with Baltimore County Public Schools (BCPS) to design a new middle school, the county’s first one in more than 10 years. With 203,916-square-feet, the school will ease overcrowding, support future enrollment projections in the northeast area of the county, and provide a 21<sup>st</sup> century learning environment. The new facility will provide spaces for approximately 1,500 students, teachers, and staff and will be completed in 2022.

Baltimore County Public Schools’ has been extensively involved in the planning process. Moseley Architects met with the BCPS design committee for an initial planning meeting, educational specification discussion and confirmation meetings, and multiple design option presentations. During the early meetings, five design schemes and site layouts were presented to a small group. These options were narrowed to three design schemes shared at a larger educational specification committee meeting.

The design phase of the project has been hailed as a success by BCPS for creating a collaborative learning environment based on small learning communities that are student focused.

**Relevance to FCPS’ Needs**

- Middle school
- Collaborative learning spaces
- LEED registered
- Programming study and middle school educational specification development
- Multi-story (3)

**Client**

Baltimore County Public Schools

**Completed**  
 2024

**Size**  
 203,916 SF New



**Odessa Shannon Middle School**  
Silver Spring, MD

Montgomery County Public Schools will be replacing the Odessa Shannon Middle School, originally constructed in 1966, with a new 165,372 square foot facility with a capacity of 1,008 students in sixth through eighth grades. The site is master planned to accommodate an addition, which will eventually bring the capacity up to 1,200 students. The school will open in May 2022.

The new building will be constructed over two years on a playfield in the southwest corner of the site, while the existing school remains operational. Once the new building is completed, the school will relocate to the new building, and the project will enter its final phase of abating and demolishing the existing building and developing the remaining portions of the site.

Many aspects of the building design, site plan, and phasing plan were influenced by the sloping terrain and the limited site availability due to the existing building remaining in operation during construction. The site slopes over 40 feet from the high side along the western property line, to the low side along Monticello Avenue on the eastern side of the site. The building design utilizes the sloping terrain to provide at-grade access to multiple levels of the building.

**Relevance to FCPS' Needs**

- Middle school
- Collaborative learning spaces
- Programming study
- Multi-story (3)

**Client**  
Montgomery County Public Schools

**Completed**  
2022

**Size**  
165,372 SF New



**Potomac Shores Middle School**  
Dumfries, VA

The school will serve a capacity of 1,450 students in a three-story configuration with each of the three middle school grade levels having its own academic floor level. The school is 197,000-square-feet and will be completed in March 2021.

The grade level houses will be clustered around an extended 21<sup>st</sup> century learning space, maker spaces, teacher/collaboration spaces, and support functions. The extended learning space allows students from different classes to collaborate on projects with teacher supervision.

The flex space allows multiple classes to gather for group instruction, presentations, or large breakout groups. The exploratory curriculum spaces are also distributed throughout the three building levels as opposed to being located in a separate wing for easy access for each of the grade levels.

The overall educational design concept is a major and intentional departure from PWCPS' previous traditional middle school prototype to focus on 21<sup>st</sup> century learning spaces.

Relevance to FCPS' Needs

- Middle school
- Collaborative learning spaces
- Programming study
- Multi-story (3)

Client

Prince William County Public Schools

Completed

2021

Size

197,000 SF New

"This whole building is structured around the idea that, in the 21<sup>st</sup> century, in a working world, we have to have these spaces where people are able to work together, communicate, collaborate, and have those projects that they need to do together."

— Justin Wilk, Potomac Magisterial District School Board Member



**Liberty Middle School**  
**Bedford, VA**

After serving the county for 90 years, Bedford County Schools sought to replace their existing middle school with new a facility that featured 21<sup>st</sup> century learning spaces. The school is 119,200-square-feet and opened in July 2018. A flexible learning lab creates a space for students to conduct small group meetings and study sessions. Ample glazing allows passive teacher supervision of students occupying the flexible learning lab.

Adjacent to the flexible learning lab is the multi-media lab where students produce televised school news and explore broadcast journalism. A science, technology, engineering, and math (STEM) suite was designed for new programming opportunities. The suite includes a shop with wood-working equipment, a planning classroom, and a maker space with 3D printers.

**Relevance to FCPS' Needs**

- Middle school
- Collaborative learning spaces
- Programming study
- Multi-story (2)

**Client**

Bedford County Public Schools

**Completed**

2018

**Size**

119,200 SF New

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"We are looking forward to using the innovative extended learning spaces that give flexibility for individual and small group work, targeted instructional groups, and other approaches."

— Mac Duis, Chief Operations Officer



# 3

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## Background and Experience of the Individuals Assigned

Fredericksburg City Public Schools

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English Construction

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Allen Hamblen *Senior Executive*  
 Robert Lee *Pre-Construction Services Manager*  
 Alex Amos *Construction Project Executive*

Moseley Architects

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Stephen Halsey *Design Managing Principal*  
 Doug Westmoreland *Educational Programmer and Project Executive*  
 Stewart Roberson *Community Engagement Collaborator*  
 Molly Merlo *Design Project Manager*  
 Billy Riggs *Design Collaborator*  
 Jim Henderson *CPTED Compliance Reviewer*  
 Jason Forsyth *Director of MEP Engineering*  
 Steve Lyons *Mechanical Engineer*  
 Russell Roundy *Electrical Designer*  
 Josh Landis *Plumbing Designer*  
 Paul Gagnon *Structural Engineer*  
 Jackie Hall *Interior Designer*  
 John Nichols *Energy Efficiency Analyst*  
 Sumita Carpenter *Construction Contract Administrator*  
 JD Wassum *MEP Construction Contract Administrator*

## Allen Hamblen, LEED AP

Senior Executive  
English Construction Company



**Education**  
University of Richmond  
Hampden-Sydney College

**Registration**  
LEED Accredited Professional

Allen is the senior executive responsible for management of the building division. He has more than 45 years of experience in the construction industry in estimating, procurement, and project management. Since the incorporation of the public private partnerships, design-build, and construction management projects, Allen has also been involved in the development, budgeting, and management of projects costing in excess of \$550 million in construction value. His role will be to see that FCPS' expectations and project goals are being met. Allen will serve as the design-construction point of contact and will work directly with the project team in planning and executing the project.

### Similar PPEA Projects

- Walker-Grant School Renovation, Fredericksburg City Public Schools\*
- James Monroe High School, Fredericksburg City Public Schools\*
- Lafayette Upper Elementary School, Fredericksburg City Public Schools
- Fredericksburg Police Headquarters, City of Fredericksburg\*
- Fredericksburg Courthouse, City of Fredericksburg\*
- Juvenile and Domestic Relations Court Renovation, City of Fredericksburg\*
- Cosby High School, Chesterfield County Public Schools\*
- Green Ridge Recreation Center, Roanoke County\*
- North Campus Residence Dorms, Longwood University
- Public Safety Center, Roanoke County

### Other Similar Projects

- Longwood Foundation Early Childhood Development Center, Longwood University
- James River Day School, City of Lynchburg
- St. Anne's Belfield School Learning Village, Charlottesville
- Virginia Episcopal School King Fine Arts, City of Lynchburg
- Jacobson Hall Barracks, Fork Union Military Academy
- Brock Student Center, Randolph Macon College
- School of Nursing, Randolph Macon College
- School of Business, Liberty University
- Health Science Building, Liberty University

\*Denotes collaboration with Moseley Architects

**Robert Lee, LEED AP**  
Pre-Construction Services Manager  
English Construction Company



**Education**  
Bachelor of Arts, Government  
and Philosophy, 1982

**Registration**  
LEED Accredited Professional

**Affiliation**  
Associated General  
Contractors of Virginia

With nearly 40 years of experience, Robert has covered many aspects of construction from planning to completion, from the field to management. His responsibilities have encompassed job-site supervision, scheduling, and company safety with an extensive background in project estimating. Robert will coordinate pre-construction activities, including budget and initial guaranteed maximum price (GMP), solicit all major subcontractors, coordinate estimating activities, and establish final GMP.

**Similar PPEA Projects**

- Walker-Grant School Renovation, Fredericksburg City Public Schools\*
- James Monroe High School, Fredericksburg City Public Schools\*
- Lafayette Upper Elementary School, Fredericksburg City Public Schools\*
- Fredericksburg Police Headquarters, City of Fredericksburg\*
- Fredericksburg Courthouse, City of Fredericksburg\*
- Juvenile and Domestic Relations Court Renovation, City of Fredericksburg\*
- Cosby High School, Chesterfield County Public Schools\*

**Other Similar Projects**

- Longwood Foundation Early Childhood Development Center, Longwood University
- James River Day School, City of Lynchburg
- St. Anne's Belfield School Learning Village, Charlottesville
- Virginia Episcopal School King Fine Arts, City of Lynchburg
- Jacobson Hall Barracks, Fork Union Military Academy
- James River Day School, City of Lynchburg
- Business School, Liberty University
- Health Science Building, Liberty University
- Student Commons Residence Halls, Liberty University
- French Hall Technology, Longwood University

\*Denotes collaboration with Moseley Architects

## Alex Amos, LEED AP

Construction Project Executive  
English Construction Company



### Education

Bachelor of Science, Construction Management and Building Construction, 2008

### Registration

LEED Accredited Professional

Alex has more than 15 years of experience in the construction industry. As the construction project manager, his expertise includes problem-resolution, planning, and managing projects. Alex will provide general oversight and see that deliverables are compliant with the project documents, specifications, and drawings. From identification of resources needed, Alex has taken on all aspects of the project from project planning, cost management, time management, quality management, contract administration, and safety management.

### Similar Projects

- Lankford Hall / Andy Taylor Center Renovation, Longwood University
- Adult Detention Center, Henry County \*
- Curry/Frazer Student Housing Renovation, Longwood University
- LUREF Landings/Lancer Park Renovations, Farmville
- School of Business, Liberty University
- St. Anne's Belfield Theater, City of Charlottesville
- Student Commons Residence Halls, Liberty University
- Venable Lofts-Stabilization, Longwood University
- Walk 2 Campus Barnes & Noble, Farmville
- Third Street Brewery, Farmville, VA
- Virginia Episcopal School (VES), Lynchburg
- Ruffner Building Reconstruction, Longwood University
- Grainger Building, Longwood University
- Steele Creek Pump Station Replacement Project-CMU, Raleigh
- STEM Renovations, Fork Union Military Academy
- The Landings, Longwood University
- Baseball Stadium, Longwood University
- Virginia Episcopal School Van Entrance, Lynchburg

\*Denotes collaboration with Moseley Architects

**Stephen Halsey, AIA, REFP**  
Design Managing Principal  
Moseley Architects



**Education**  
Bachelor of Architecture, 1991

Bachelor of Environmental  
Design in Architecture, 1990

**Registrations**  
Architect: VA

Recognized Educational  
Facility Professional, 2013

LEED Accredited Professional, 2009

**Affiliations**  
American Institute of Architects

Association for Learning Environments  
(A4LE), Virginia Chapter, Past President

Henrico Education Foundation,  
Board Member

Stephen is a vice president of Moseley Architects and has 30 years of experience designing educational spaces. He will serve as your primary contact and will collaborate with FCPS to establish overall project scope, schedule, and budget for each project. He reviews all documents prior to submittal, monitors production schedules, manages contracts, coordinates invoices, and responds to construction contract administration questions, as needed.

**Similar Projects**

- Quinton Elementary School, New Kent County Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Prince George Elementary School, Prince George County Public Schools
- Liberty Middle School, Bedford County Public Schools
- Crossroads PK-8 School, Norfolk Public Schools
- Locust Grove Middle School, Orange County Public Schools
- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Oakridge Elementary School, Clover School District
- Pleasant Grove Elementary School, Wake County Public School System
- Glen Allen Elementary School Addition and Renovation, Henrico County Public Schools
- Pemberton Elementary School Renovation, Henrico County Public Schools
- Marshall Elementary School Renovation and Addition, Newport News Public Schools
- Powhatan Middle School Addition and Renovation, Powhatan County Public Schools
- Providence Middle School Addition and Renovation, Chesterfield County Public Schools
- Salem Church Middle School Addition and Renovation, Chesterfield County Public Schools
- Robious Middle School Addition and Renovation, Chesterfield County Public Schools
- Falling Creek Middle School Addition and Renovation, Chesterfield County Public Schools
- Heritage High School Replacement, Lynchburg City Schools
- J.R. Tucker High School, Henrico County Public Schools

## Doug Westmoreland, AIA

Educational Programmer and Design Project Executive  
Moseley Architects



### Education

Bachelor of Architecture, 1981

Bachelor of Environmental Design  
and Architecture, 1978

### Registrations

Architect: VA, NC

LEED Accredited Professional

National Council of Architectural  
Registration Board

### Affiliations

Association for Learning Environments

American Institute of Architects

### Recognition

Recognized Educational  
Facility Professional

Educational Planner of the Year, Virginia  
Educational Facility Planners, 2007

Educational Planner of the  
Year, Southeast Educational  
Facility Planners, 2007

Doug has more than 40 years of educational facility planning experience. A career-long K-12 architect, Doug shares his enthusiasm for designing inspiring learning environments with clients and colleagues alike. A champion for consensus building, he strives to deliver designs that respond to curriculum and respect budgets.

### Similar Projects

- Walker-Grant Center Study and Renovation, Fredericksburg City Public Schools\*
- Hugh Mercer Elementary School Addition, Fredericksburg City Public Schools\*
- James Monroe High School, Fredericksburg City Public Schools\*
- Laffayette Upper Elementary School, Fredericksburg City Public Schools\*
- Liberty Middle School, Bedford County Public Schools
- Cosby Road High School, Chesterfield County Public Schools\*
- Colonial Heights Elementary School Study, Colonial Heights Public Schools
- Sutherland Elementary School, Dinwiddie County Public Schools
- Kersey Creek Elementary School, Hanover County Public Schools
- Laurel Meadow Elementary School, Hanover County Public Schools
- Holman Middle School, Henrico County Public Schools
- Crossroads PreK-8 School, Norfolk Public Schools
- Northumberland Middle School/High School, Northumberland County Public Schools\*
- Comprehensive Facility Study, Prince George County Public Schools
- North Elementary School, Prince George County Public Schools
- Prince George Elementary School Site Selection Study, Prince George County Public Schools
- Cedar Forest Elementary School, Spotsylvania County Public Schools
- Post Oak Middle School, Spotsylvania County Public Schools
- Matoaka Elementary School, Williamsburg-James City County Public Schools
- Coddle Creek Elementary School, Iredell-Statesville Schools
- Roanoke County Green Ridge Recreation Center\*

\*Denotes collaboration with English Construction Company

## Stewart Roberson, EdD

Community Engagement Collaborator  
Moseley Architects



### Education

Doctorate of Education, Educational Leadership and Policy Studies, 1987

Master of Education, Administration and Supervision, 1981

Bachelor of Science, History, 1977

### Board of Directors

Board of Governors,  
International Baccalaureate

Board of Directors, UVA Curry  
School of Education Foundation

### Commissions

National Commission on  
Public School Standards

Board of Trustees; AdvancED;  
Southern Association of Colleges and  
Schools/Council on Accreditation and  
School Improvement (SACS/CASI)

During community engagement meetings, if desired, and our design workshop process, we will draw from Stewart Roberson's extensive experience as an educational leader. Stewart's role in this project is to also contribute to the discussion about the educational delivery system and future educational initiatives.

A public educator for over 35 years, Stewart served as a school superintendent for 21 years in Hanover County and Falls Church. At his retirement in June 2011, he was one of the longest serving superintendents in Virginia and the third longest serving in Hanover since 1870.

Stewart served Fredericksburg City Public Schools as the principal of Walker-Grant Intermediate School from 1984-88. He was the last principal in what is known as the Original Walker-Grant School and led the design team for the new Walker-Grant Middle School. Stewart later served as Director of Instruction and then as Assistant Superintendent for Finance.

Stewart received his bachelor's, master's, and doctoral degrees from the University of Virginia. In addition, he has received professional certifications from Harvard and Oxford universities. In May 2011, Randolph-Macon College awarded him an Honorary Doctorate of Humane Letters. The University of Virginia has presented to Stewart the Raven Award, UVA's highest honor for public service.

In August 2011, Stewart Roberson was named Chairman/President/Chief Executive Officer of Moseley Architects.

Recently, Stewart was a member of the board of governors of International Baccalaureate. In addition, he was a member of the board of trustees of AdvancED, the world's largest accrediting agency and the parent organization of the Southern Association of Colleges and Schools. In 2009, he was presented the AdvancED National Excellence in Education Award. He is a former president of the Urban Superintendents Association of America and the Virginia Association of School Superintendents. Recently, he served as the Chairman of the Board of Leadership Metro Richmond.

Together with former Governor Gerald L. Baliles, Stewart formed the Patrick County Education Foundation to support the educational aspirations of students and adults in their home county.

He has served as an instructor at the University of Virginia and Virginia Commonwealth University, teaching School Facilities Planning, Human Resources Management, School Business Management, and School Law. Stewart has authored several articles and has delivered presentations in most states and several international settings.

**Molly Merlo, AIA**  
**Design Project Manager**  
**Moseley Architects**

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**Education**  
Bachelor of Architecture, 1996

**Registrations**  
Architect: VA

LEED Green Associate

**Affiliations**  
American Institute of Architects  
Association for Learning Environments  
United States Green Building  
Council, National Capital Region

Bringing expertise from more than 20 years, Molly will assist Jim with coordinating project development on a day-to-day basis and facilitate effective communication between Moseley Architects, Fredericksburg City Public Schools, and all members of the project team. She will lead your project through key schedule milestones, monitoring schedule, quality, and budget to fulfill your goals. Molly will conduct site visits as required and document project meeting minutes.

**Similar Projects**

- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools
- Northeast Area Middle School, Baltimore County Public Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- Waxpool Elementary School, Loudoun County Public Schools
- Odessa Shannon Middle School Replacement, Montgomery County Public Schools
- Red Hill Elementary School Renovation and Addition, Albemarle County Public Schools
- South Lakes High School Addition, Fairfax County Public Schools
- Annandale High School Renovation and Additions, Fairfax County Public Schools
- Mount Vernon High School, Fairfax County Public Schools
- Westfield High School, Fairfax County Public Schools
- Herbert Hoover Middle School Renovation and Addition, Montgomery County Public Schools
- Haycock Elementary School Renovation and Addition, Fairfax County Public Schools
- Union Mill Elementary School Addition, Fairfax County Public Schools
- Hutchison Elementary School Renovation and Addition, Fairfax County Public Schools
- Vienna Elementary School Renovation and Addition, Fairfax County Public Schools
- Providence Elementary School Renovation and Addition, City of Fairfax Public Schools
- Wayside Elementary School Renovation and Addition, Montgomery County Public Schools
- Carderock Springs Elementary School, Montgomery County Public Schools

**Billy Riggs, AIA**  
**Design Collaborator**  
**Moseley Architects**



**Education**

Bachelor of Architecture, North Carolina State University, 1986

Bachelor of Environmental Design in Architecture, North Carolina State University 1985

**Registration**

Architect: VA

**Affiliations**

American Institute of Architects

Supporting Partnerships and Resources for Kids (SPARK), Prince William County Public Schools

Henrico County Career and Technical Education Foundation, Advisor

Billy's practice is exclusively focused on educational facility design and collaborating with school districts. He has 34 years of design experience including programming, pre-design and planning, facility and feasibility studies, and the development of educational facilities through construction. He is the Director of Design for Moseley Architects. As design collaborator, Billy will collaborate with the team to analyze and evaluate project requirements, design alternatives, and suggest design ideas that incorporate functionality and aesthetics.

**Similar Projects**

- Patrick Henry PK-8 School and Recreation Center, Alexandria City Public School
- Liberty Middle School, Bedford County Public Schools
- Sutherland Elementary School, Dinwiddie County Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Waxpool Elementary School, Loudoun County Public Schools
- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Crossroads PK-8 School, Norfolk Public Schools
- Northumberland Middle School/High School, Northumberland County Public Schools
- Locust Grove Middle School, Orange County Public Schools
- North Elementary School, Prince George County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Kilby Elementary School, Prince William County Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools
- Triangle Elementary School, Prince William County Public Schools
- Yorkshire Elementary School, Prince William County Public Schools
- Matoaka Elementary School, Williamsburg-James City County Public Schools
- Roanoke County Green Ridge Recreation Center\*

\*Denotes collaboration with English Construction Company

## Jim Henderson, AIA, CPD, ALEP

CPTED Compliance Reviewer  
Moseley Architects



### Education

Master of Architecture, 1999

Bachelor of Science, Architecture, 1992

### Registrations

Architect: VA, MD

Accredited Learning

Environment Professional

Crime Prevention Through  
Environmental Design Professional  
Designation (CPD)

National Council of Architectural  
Registration Boards

LEED Accredited Professional

### Affiliations

Association for Learning Environments

American Institute of Architects

Jim has nearly 30 years of experience planning and designing for public school systems. He will perform a safety and security review of your projects at several stages of the design phase to verify the project adheres to Crime Prevention Through Environmental Design (CPTED) principles. Having spent his entire career with Moseley Architects, he understands the importance of designing schools that resonate with educators and students.

### Similar Projects

- Lafayette Upper Elementary School, Fredericksburg City Public Schools\*
- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools
- Northeast Area Middle School, Baltimore County Public Schools
- Buckingham County Middle School, Buckingham County Public Schools
- Greenville Elementary School, Fauquier County Public Schools
- Skyline Middle School and Smithland Elementary School, Harrisonburg City Public Schools
- Discovery Elementary School, Loudoun County Public Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- J. Michael Lunsford Middle School, Loudoun County Public Schools
- Kenneth W. Culbert Elementary School, Loudoun County Public Schools
- Moorefield Station Elementary School, Loudoun County Public Schools
- Smarts Mill Middle School, Loudoun County Public Schools
- Stone Hill Middle School, Loudoun County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Chatham Middle School, Pittsylvania County Public Schools
- Cub Run Elementary School, Rockingham County Public Schools
- Locust Grove Middle School, Orange County Public Schools
- Potomac Elementary School, Montgomery County Public Schools
- Odessa Shannon Middle School, Montgomery County Public Schools
- Dixon-Smith Middle School, Stafford County Public Schools
- Shirley C. Heim Middle School, Stafford County Public Schools

\*Denotes collaboration with English Construction Company

## Jason Forsyth, PE

Director of Mechanical, Electrical, Plumbing Engineering  
Moseley Architects



### Education

Bachelor of Science, Mechanical Engineering, 1999

### Registrations

Engineer: VA, AL, CT, FL, GA, IL, KY, MA, MD, MO, MS, NJ, NY, NC, OH, PA, SC, TN, WV

LEED Accredited Professional

National Council of Examiners for Engineering and Surveying

### Affiliation

American Society of Heating, Refrigerating, and Air Conditioning Engineers

Jason's expertise stems from 21 years of experience as a mechanical engineer. He has dedicated his career to providing comprehensive mechanical engineering services and understanding the latest techniques and strategies that will benefit the firm's clients. Jason collaborates with our mechanical, electrical, and plumbing engineers to see that they fully understand and remain up to date on the project requirements and our client's expectations. He also reviews all documents prior to submittal as part of our quality control process.

### Similar Projects

- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools
- Liberty Middle School, Bedford County Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Baldwin Elementary and Intermediate School, Manassas City Public Schools
- Potomac Elementary School, Montgomery County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Powhatan Middle School Renovation and Addition, Powhatan County Public Schools
- New Prince George Elementary School, Prince George County Public Schools
- Chris Yung Elementary School, Prince William County Public Schools
- Covington-Harper Elementary School, Prince William County Public Schools
- Haymarket Drive Elementary School, Prince William County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Kilby Elementary School, Prince William County Public Schools
- Kyle R. Wilson Elementary School, Prince William County Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools

**Steve Lyons, PE**  
**Mechanical Engineer**  
**Moseley Architects**



**Education**  
Bachelor of Science, Mechanical  
Engineering, 1993

**Registrations**  
Engineer: VA

LEED Accredited Professional, 2004

**Affiliations**  
American Society of Heating,  
Refrigerating and Air  
Conditioning Engineers

American Society for  
Plumbing Engineers

With 27 years of experience, Steve's experience includes calculating HVAC loads, designing mechanical systems, conducting life cycle analyses, and producing construction documents and specifications. He also has experience surveying and assessing existing mechanical systems. Steve is committed to creating facilities that are energy efficient, employing a number of strategies to reach this goal, including eliminating unnecessary first cost and energy waste.

**Similar Projects**

- Liberty Middle School, Bedford County Public Schools
- George P. Phenix PK-8 School, Hampton City Schools
- Hunter B. Andrews PK-8 School, Hampton City Schools
- Laurel Meadow Elementary School, Hanover County Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Elko Middle School, Henrico County Public Schools
- Holman Middle School, Henrico County Public Schools
- Sealston Elementary School, King George County Public Schools
- Discovery Elementary School, Loudoun County Public Schools
- Moorefield Station Elementary School, Loudoun County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Lunenburg Middle School, Lunenburg County Public Schools
- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Crossroads PK-8 school, Norfolk Public Schools
- Fannie W. Fitzgerald Elementary School, Prince William County Public Schools
- Haymarket Drive Elementary School, Prince William County Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Samuel L. Gravely Elementary School, Prince William County Public Schools
- Triangle Elementary School, Prince William County Public Schools
- Shirley C. Heim Middle School, Stafford County Public Schools
- Matoaka Elementary School, Williamsburg-James City County Public Schools

## Russell Roundy

Electrical Designer  
Moseley Architects



**Education**  
Associate in Applied Science,  
Architecture, 1979

Russell incorporates design concepts from schematic design into design development. He creates drawings, specifications, and system schematics for complicated design tasks, such as layout of electrical rooms and power riser diagrams. Russell's qualifications include site investigation, power systems design, communication systems design, lighting design, emergency power systems, and fire alarm system design.

### Similar Projects

- Brookland Area Elementary School, Henrico County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools
- Kyle Wilson Elementary School, Prince William County Public Schools
- Kilby Elementary School, Prince William County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Covington-Harper Elementary School, Prince William County Public Schools
- Haymarket Drive Elementary School, Prince William County Public Schools
- Laurel Meadows Elementary School, Hanover County Public Schools
- Victory Lakes Elementary School, Prince William County Public Schools
- Discovery Elementary School, Loudoun County Public Schools
- Sutherland Elementary School, Dinwiddie County Public Schools
- Sealston Elementary School, King George County Public Schools
- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Crossroads PK-8 school, Norfolk Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Liberty Middle School, Bedford County Public Schools
- Holman Middle School, Henrico County Public Schools
- Elko Middle School, Henrico County Public Schools
- Lunenburg Middle School, Lunenburg County Public Schools

## Josh Landis, CPD

Plumbing Designer  
Moseley Architects



Registration  
Certified in Plumbing Design

Affiliations  
American Society of Plumbing Engineers  
American Society of Heating  
Refrigerating and Air  
Conditioning Engineers

Josh has 13 years of experience in the plumbing design field. He coordinates design with standards and requirements, develops the preliminary sizing and layout of plumbing system components, develops conceptual plumbing plans, and prepares technical specifications.

### Similar Projects

- Walker-Grant Center Renovation, Fredericksburg City Public Schools\*
- New Prince George Elementary School, Prince George County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Potomac Elementary School, Montgomery County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Camden Elementary School, Kershaw County School District
- Red Hill Elementary School Renovation and Addition, Albemarle County Public Schools
- Goochland Elementary School Renovation and Addition, Goochland County Public Schools
- Baker Elementary School Fire Damage Restoration, Henrico County Public Schools
- Leesylvania Elementary School Addition, Prince William County Public Schools
- Patrick Henry PK-8 School and Recreation Center, Alexandria City Public Schools
- Odessa Shannon Middle School, Montgomery County Public Schools
- Powhatan Middle School Renovation and Addition, Powhatan County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Language Immersion Academy at Sullivan Middle School, Rock Hill School District Three
- J.R. Tucker High School, Henrico County Public Schools
- Gainesville High School, Prince William County Public Schools
- Mooresville High School Renovation and Addition, Mooresville Graded School District

\*Denotes collaboration with English Construction Company

**Paul Gagnon, PE**

**Structural Engineer**  
**Moseley Architects**

**Education**

Bachelor of Science, Structural Engineering, 1988

**Registrations**

Engineer: MD, VA, SC, NC

LEED Accredited Professional

**Affiliation**

Virginia Structural Engineers Council

Paul has 30 years of experience as a structural engineer, designing a variety of structural systems and building types. He investigates properties of materials like steel and concrete. Paul also calculates loads and stresses on different parts of a structure and advises on the most suitable option. In addition, he researches design options and documents findings.

**Similar Projects**

- Walker-Grant Center Renovation, Fredericksburg City Public Schools\*
- Patrick Henry PK-8 School and Recreation Center, Alexandria City Public Schools
- Liberty Middle School, Bedford County Public Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Holman Middle School, Henrico County Public Schools
- Sealston Elementary School, King George County Public Schools
- Trailside Middle School, Loudoun County Public Schools
- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Triangle Elementary School, Prince William County Public Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- J. Michael Lunsford Middle School, Loudoun County Public Schools
- Odessa Shannon Middle School, Montgomery County Public Schools
- Potomac Elementary School, Montgomery County Public Schools
- Northumberland Middle School/High School, Northumberland County Public Schools
- Chris Yung Elementary School, Prince William County Public Schools
- Haymarket Drive Elementary School, Prince William County Public Schools
- Kyle R. Wilson Elementary School, Prince William County Public Schools
- Nokesville K-8 School, Prince William County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- T. Clay Wood Elementary School, Prince William County Public Schools
- Dixon-Smith Middle School, Stafford County Public Schools
- Roanoke County Green Ridge Recreation Center\*

\*Denotes collaboration with English Construction Company

## Jackie Hall, CID

Interior Designer  
Moseley Architects



**Education**  
Bachelor of Fine Arts,  
Interior Design, 2004

**Registration**  
Certified Interior Designer: VA

**Affiliations**  
International Interior Design Association

National Council for Interior  
Design Qualifications

Jackie has more than 15 years of experience in interior design. She will collaborate with FCPS and our design team, assisting in developing the design concept. Jackie will provide guidance on interior design and space planning, and then specify finishes, materials, and products, as well as fixtures and equipment.

### Similar Projects

- Brookland Area Elementary School, Henrico County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- New Prince George Elementary School, Prince George County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Glen Allen Elementary School Renovation and Addition, Henrico County Public Schools
- Leesylvania Elementary School Addition, Prince William County Public Schools
- West Millbrook Middle School, Wake County Public School System
- Powhatan Middle School Renovation and Addition, Powhatan County Public Schools
- J.R. Tucker High School, Henrico County Public Schools
- Gainesville High School, Prince William County Public Schools
- Western Bus Operations Center and Offices, Prince William County Public Schools
- Kornblau Field at Ballard Stadium Renovation and Addition, Old Dominion University
- New Chemistry Building (Physical Sciences Phase 1), Old Dominion University
- Manchester Family YMCA, YMCA of Greater Richmond
- Tuckahoe Family YMCA Renovation, YMCA of Greater Richmond

**John Nichols, PEM**  
**Energy Efficiency Analyst**  
**Moseley Architects**



**Education**  
 Bachelor of Science, Biology, 2003

**Registrations**  
 Professional Energy Manager  
 Green Classroom Professional  
 LEED Accredited Professional

**Affiliations**  
 US Green Building Council,  
 Triangle NC Chapter  
 NC Sustainable Energy Association  
 US Green Building Council,  
 Charlotte NC Chapter  
 US Green Building Council,  
 North Carolina Chapter  
 Zero energy Commercial  
 Buildings Consortium

With expertise gained from 14 years of experience, John contributes to the building design throughout each stage of a project, from energy modeling analyses in the earliest phases of design to post-occupancy measurement and verification plans. He also assists in the selection of building materials and technologies that improve energy and water efficiency, using a life-cycle framework to minimize both environmental impact and operational costs.

**Similar Projects**

- Patrick Henry PK-8 and Recreation Center, Alexandria City Public Schools
- Liberty Middle School, Bedford County Public Schools
- George P. Phenix PK-8 School, Hampton City Schools
- Hunter B. Andrews PK-8 School, Hampton City Schools
- Brookland Area Elementary School, Henrico County Public Schools
- Holman Middle School, Henrico County Public Schools
- Goshen Post Elementary School, Loudoun County Public Schools
- Waxpool Elementary School, Loudoun County Public Schools
- Baldwin Elementary and Intermediate School, Manassas City Public Schools
- Potomac Elementary School, Montgomery County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Crossroads PreK-8 School, Norfolk Public Schools
- Locust Grove Middle School, Orange County Public Schools
- New Prince George Elementary School, Prince George County Public Schools
- Covington-Harper Elementary School, Prince William County Public Schools
- John D. Jenkins Elementary School, Prince William County Public Schools
- Kilby Elementary School, Prince William County Public Schools
- Kyle R. Wilson Elementary School, Prince William County Public Schools
- Piney Branch Elementary School, Prince William County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Rosemount Lewis Elementary School, Prince William County Public Schools

**Sumita Carpenter, AIA**  
**Construction Contract Administrator**  
**Moseley Architects**

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**Education**  
Bachelor of Architecture, 1986

**Registrations**  
Architect, 1991

LEED Green Associate, 2013

**Affiliation**  
American Institute of Architects

Sumita has 31 years of experience in design and construction contract administration. She will lead the construction administration efforts for our team. Sumita will conduct site visits, perform field observations, and lead project meetings. Additional responsibilities include handling requests for information, submittals, and potential change orders. She will also review applications for payment and receive contractor schedule updates. Sumita will coordinate project closeout, including substantial completion inspections, maintenance of current contract documents, and resolution of claims to minimize risk.

**Similar Projects**

- John D. Jenkins Elementary School, Prince William County Public Schools
- Chris Yung Elementary School, Prince William County Public Schools
- Kyle R. Wilson Elementary School, Prince William County Public Schools
- Covington-Harper Elementary School, Prince William County Public Schools
- Baldwin Elementary/Intermediate School, Manassas City Public Schools
- Byrd Elementary School Renovation and Addition, Goochland County Public Schools
- Tussing Elementary School Renovation and Addition, Colonial Heights Public Schools
- Goochland Elementary School Renovation and Addition, Goochland County Public Schools
- Loch Lomond Elementary School Renovation and Addition, Prince William County Public Schools
- Potomac Shores Middle School, Prince William County Public Schools
- Elko Middle School, Henrico County Public Schools
- Parkside Middle School Renovation and Addition, Prince William County Public Schools
- Woodbridge and Gar-Field High Schools Auditorium and Kitchen Renovation, Prince William County Public Schools
- Potomac High School Renovation and Addition, Prince William County Public Schools

## JD Wassum

MEP Construction Contract Administrator  
Moseley Architects



Education  
Master of Business Administration, 2014  
Bachelor of Arts, History, 2006

JD has 19 years of experience in design and construction contract administration. He will conduct site visits and perform field observations for mechanical, electrical, and plumbing engineering design. Additional responsibilities include handling requests for information, submittals, and potential change orders. JD will also review applications for payment and receive contractor schedule updates. She will coordinate project closeout, including substantial completion inspections, maintenance of current contract documents, and resolution of claims to minimize risk.

### Similar Projects

- Walker-Grant Center Renovation, Fredericksburg City Public Schools\*
- Brookland Area Elementary School, Henrico County Public Schools
- Quinton Elementary School, New Kent County Public Schools
- Pemberton Elementary School Renovation and Addition, Henrico County Public Schools
- Glen Allen Elementary School Renovation and Addition, Henrico County Public Schools
- Ridge Elementary School and Virginia Randolph Elementary School MEP Replacements, Henrico County Public Schools
- Dumbarton Elementary School and Hermitage High School Day Care HVAC Replacement, Henrico County Public Schools
- Crestview Elementary Schools MEP Replacement, Henrico County Public Schools
- Longdale Elementary Schools MEP Replacement, Henrico County Public Schools
- Virginia Randolph Outside Air Unit Replacement, Henrico County Public Schools
- Walton Elementary School HVAC Study, Prince George County Public Schools
- Randolph Elementary School HVAC Renovation, Goochland County Public Schools
- Henrico High School Renovation and Addition, Henrico County Public Schools
- Patrick Henry High School Auditorium Renovation, Hanover County Public Schools
- Mechanicsville High School Auditorium Renovation, Hanover County Public Schools

\*Denotes collaboration with English Construction Company

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References



ABOVE Fredericksburg Court Facilities, City of Fredericksburg

## REFERENCES

Our clients consistently report that we deliver services that exceed their expectations. We have served the following list of references in the past three years on term contracts. We encourage you to inquire how these individuals rate our experience, technical capabilities, and qualifications.

### English Construction's References

City of Fredericksburg  
 Beverly Cameron, Former Fredericksburg City Manager  
 (540) 621-3951  
 beverlycameron78@gmail.com

Construction Manager for PPEA Projects in Fredericksburg  
 William Downey, Managing Principal  
 Downey & Scott  
 6799 Kennedy Road, Suite F  
 Warrenton, VA 20187  
 (540) 272-6730  
 billd@downeyscott.com

Meherrin River and Mecklenburg Regional Jail Authority  
 Sheriff Brian Roberts  
 9000 Boydton Plank Road  
 Alberta, VA 23821  
 (434) 848-3133  
 broberts@brunswickco.org  
 Owner's representative for PPEA projects Meherrin River Regional Jail and Mecklenburg Regional Jail.

Hefty Wiley & Gore  
 William Hefty, Esquire  
 100 West Franklin Street, Suite 300  
 Richmond, VA 23220  
 (804) 780-3143  
 bill@heftywiley.com  
 Owner's representative for PPEA projects in the Fredericksburg area.

**Moseley Architects' References**

Henrico County Public Schools  
Susan Moore, Director of Construction and Maintenance  
406 Dabbs House Road  
Henrico, VA 23223  
(804) 652-3899  
smoore@henrico.k12.va.us

Moseley Architects provided architectural; mechanical, electrical, plumbing, structural engineering; interior design; energy analysis; and construction contract administration for more than a dozen new construction elementary, middle, and high school projects and a total of more than 100 K-12 educational projects.

Prince George County Public Schools  
Dr. Lisa Pennycuff, Superintendent  
Ronald Rhodes, Director of Operations  
6410 Courts Drive  
Prince George, VA 23875  
(804) 733-2700  
lpennycuff@pgs.k12.va.us  
rrhodes@pgs.k12.va.us

Moseley Architects provided architectural; mechanical, electrical, plumbing, structural engineering; interior design; energy analysis; and construction contract administration for the new elementary school and 18 other projects.

New Kent County Public Schools  
Dr. Brian Nichols, Superintendent  
12003 New Kent Highway  
New Kent, VA 23124  
(757) 591-4545  
bnichols@nkcps.k12.va.us

Moseley Architects is contracted to provided architectural; mechanical, electrical, plumbing, and structural engineering; interior design; energy analysis; and construction contract administration for the new Quinton Elementary School.



ABOVE Brookland Area Elementary School,  
Henrico County Public Schools



**Prince William County Public Schools**  
John Mills, Supervisor of Construction  
14800 Joplin Road  
Manassas, VA 20112  
(703) 791-7311  
millsji@pwcs.edu

Moseley Architects provided architectural; mechanical, electrical, plumbing, and structural engineering; interior design; energy analysis; and construction contract administration for 15 new elementary schools, one combined kindergarten through eighth grade, and one new middle school. Our total experience with Prince William County Public Schools includes more than 135 projects.

**Manassas City County Public Schools**  
Russ Helton, Director Of Facilities and Maintenance  
8700 Centreville Road, Suite 400  
Manassas, VA 20108  
(571) 377-6083  
rhelton@mcpsva.org



Moseley Architects provided architectural; mechanical, electrical, plumbing, and structural engineering; interior design; energy analysis; and construction contract administration for Baldwin Elementary/Intermediate School and several other projects.

ABOVE Potomac Shores Middle School, Prince William County Public Schools

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Other Relevant Information

**ENGLISH CONSTRUCTION'S RELEVANT DOCUMENTS**

Below is a copy of English's Department of Professional and Occupational Regulation (DPOP) license. The following page contains their State Corporation Commission certification, Surety Letter, and Insurance Certificate.

**COMMONWEALTH of VIRGINIA**  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

**EXPIRES ON**  
04-30-2022

**NUMBER**  
2701000873

**BOARD FOR CONTRACTORS**  
**CLASS A CONTRACTOR**  
**\*CLASSIFICATIONS\* CBC H/H RBC**

 **ENGLISH CONSTRUCTION COMPANY INC**  
PO BOX P-7000  
LYNCHBURG, VA 24505



  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)  
(DETACH HERE)

# Commonwealth OF Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That ENGLISH CONSTRUCTION COMPANY, INCORPORATED is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on December 16, 1946;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 1, 2021

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2021030115562143



Travelers Bond & Specialty Insurance  
Construction Services  
9954 Mayland Drive, Suite 6100  
Richmond, VA 23233  
804-965-9283 (office)

July 2, 2021

Fredericksburg City Public Schools  
210 Ferdinand Street  
Fredericksburg, VA 22401

Attention: Dr. Marceline R. Catlett, Superintendent

RE: Request for Qualifications 202105-001  
PPEA New Elementary/Middle School

To Whom It May Concern:

English Construction Company, Incorporated ("English") has been a valued client of Travelers Casualty and Surety Company of America for over eighty years. During that time, we have maintained a working line of surety credit and have supported single bond requests up to the \$150,000,000. range and aggregate programs up to the \$500,000,000. range. These levels reflect our history with this client; however, they are not to be construed as limits. Given English's extensive experience and financial strength, we are certainly prepared to consider requests well in excess of these levels.

At this time, we are prepared to respond favorably should English accept an award and request performance and payment bonds. Our willingness to commit to any such request would, of course, be contingent upon our being satisfied with all prevailing underwriting conditions including but not limited to acceptable contract terms, acceptable bond forms, and confirmation of full financing.

Travelers Casualty and Surety Company of America is licensed to transact surety business in all 50 states and is listed on the United States Department of Treasury list of acceptable surety companies. Travelers Casualty and Surety Company of America carries an A.M. Best rating of A++ and has a Financial Size Category of XV. The information contained in this letter is valid for a period of three (3) months from date of this letter.

Please feel free to contact us if you have any questions.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

A handwritten signature in blue ink that reads "Whitney D. Melton".

Whitney D. Melton  
Attorney-in-Fact

*Power of Attorney Attached*



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2020
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**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> Mid-Atlantic Insurance Services, LLC P.O. Box 339 2903 Jefferson Davis Hwy Sanford NC 27331	<b>CONTACT NAME:</b> Sandra Oldham <b>PHONE (A/C, No, Ext):</b> (919) 775-3124 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> soldham@windstream.net														
<b>INSURED</b> English Construction Company, Inc. PO Box P-7000 Lynchburg VA 24505	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of CT</td> <td></td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td></td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of America</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company		INSURER B: Travelers Indemnity Company of CT		INSURER C: Travelers Property Casualty Company of America		INSURER D: Travelers Indemnity Co of America		INSURER E:		INSURER F:	
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INSURER C: Travelers Property Casualty Company of America															
INSURER D: Travelers Indemnity Co of America															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** English 20-21      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket AI per contract <input checked="" type="checkbox"/> Blanket Waiver per contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VTC2K-CO-0F456756-20	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000				
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000										
	MED EXP (Any one person) \$ 10,000										
	PERSONAL & ADV INJURY \$ 2,000,000										
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blnk AI/contr <input checked="" type="checkbox"/> Blnk AI/cont	Y		VTE-CAP-5876N399-20	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000				
	BODILY INJURY (Per person) \$										
	BODILY INJURY (Per accident) \$										
	PROPERTY DAMAGE (Per accident) \$										
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-4R654551-20	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 25,000,000				
	AGGREGATE \$ 25,000,000										
	\$										
D	<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	N/A	UB-0L372513-20-25-D	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	C						Leased/Rented Equipment	QT-630-3C60874A-TIL-20	11/01/2020	11/01/2021	Any One Item 500,000

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

FOR BID PURPOSES ONLY: Coverage provides Additional Insured coverage as respects General Liability, Auto Liability for work performed on the referenced job or project if required by written contract. Coverage is Primary and Non-Contributory. Waiver of Subrogation is provided in favor of General Liability, Auto Liability and Workers Compensation if required by written contract.

<b>CERTIFICATE HOLDER</b> English Construction Company, Inc. PO Box P-7000 Lynchburg VA 24505	<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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**MOSELEY ARCHITECTS' RELEVANT DOCUMENTS**

Below is a copy of Moseley Architect's Department of Professional and Occupational Regulation (DPOP) license. The following pages contain our Insurance Certificate.

**COMMONWEALTH of VIRGINIA**  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

**EXPIRES ON**  
12-31-2021

**NUMBER**  
0405000027

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL CORPORATION REGISTRATION

PROFESSIONS: ARC, ENG



MOSELEY ARCHITECTS PC  
3200 NORFOLK ST  
RICHMOND, VA 23230



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)

**COMMONWEALTH of VIRGINIA**  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

**EXPIRES ON**  
02-28-2022

**NUMBER**  
0410000058

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL CORPORATION BRANCH OFFICE REGISTRATION

PROFESSIONS: ARC



MOSELEY ARCHITECTS PC  
85 WEST GAY ST  
HARRISONBURG, VA 22802



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS) DPOR-LIC (02/2017)



AGENCY CUSTOMER ID: 35MOSELARC

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED Moseley Architects PC 3200 Norfolk Street Richmond, VA 23230	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Moseley Architects of Americas LLC  
BeeryRio  
Moseley Architects  
Moseley Architects of South Carolina P.C.

INFORMATION PURPOSES ONLY





Conceptual Stage — Proprietary and Confidential  
COPY

Fredericksburg City Public Schools  
RFQ 202107-001  
Solicited PPEA New Middle School

September 8, 2021

**FIRST**CHOICE  
Public-Private Partners

ENGLISH CONSTRUCTION COMPANY, INC.  
MOSELEY ARCHITECTS

English Construction Company  
615 Church Street  
Lynchburg, VA 24505  
P: (434) 845-0301

Moseley Architects  
3200 Norfolk Street  
Richmond, VA 23230  
P: (804) 794-7555

September 8, 2021

Re: RFP #202107-001 PPEA New Middle School

Fredericksburg City Public Schools  
Dr. Matthew Eberhardt, Deputy Superintendent  
210 Ferdinand Street  
Fredericksburg, VA 22401

Dear Dr. Eberhardt and Members of the Evaluation Committee:

First Choice Public-Private Partners (English Construction Company and Moseley Architects) is pleased to submit our conceptual stage proposal for your review under the Public-Private Education Facilities and Infrastructure Guidelines for the design and construction of a new middle school.

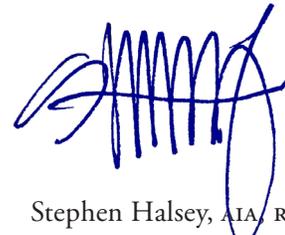
We are excited about the opportunity to continue a strong relationship with Fredericksburg City Public Schools (FCPS) and the City of Fredericksburg. First Choice has enjoyed working the FCPS and the City of Fredericksburg on eight projects and we understand your PPEA, permitting, and construction process to meet your deadlines. Together, we will draw from Moseley Architects' experience designing 74 new middle schools to finalize a design that meets your middle school program needs. We understand the need is great to address capacity issues from the elementary school level that is impacting middle school enrollment, while keeping the tight-knit community feel that FCPS has established with Walker-Grant Middle School. Through our design of 21<sup>st</sup> century learning spaces that are flexible and accessible to the community, we will continue to support the middle school mission of equipping scholars with knowledge and skills to contribute and succeed in an ever-changing local and global community.

We are acknowledging receipt of addendum one. For more information, please contact us at (434) 845-0301 or [ahamblen@englishconst.com](mailto:ahamblen@englishconst.com) (804) 794-7555 or [shalsey@moseleyarchitects.com](mailto:shalsey@moseleyarchitects.com). We welcome an opportunity to meet with you to discuss this new middle school project.

Sincerely,



Allen M. Hamblen  
Executive-in-Charge



Stephen Halsey, AIA, REFP  
Design Managing Principal  
Vice President

Conceptual Stage — **Proprietary and Confidential**

- 1 Project Characteristics
- 2 Project Financing
- 3 Project Benefit and Compatibility

1

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## Project Characteristics

## 1.A. DESCRIPTION OF THE PROJECT AND CONCEPTUAL DESIGN

### Site Narrative

#### Access and On-site Circulation

The school will have 180 parking spaces to accommodate staff and visitors. Crosswalks and sidewalks provide connectivity allowing pedestrians to have clear paths to building doors.

For option one, parent drop-off/pick-up will enter from Gateway Boulevard. For option two, parent drop-off/pick-up will enter from Idlewild Boulevard. In both options, the drop-off route goes along the perimeter of the parking lot. If additional queuing is needed, the drop-off route could meander through the drive aisles of the parking lot to get cars off the street. A median break and left turn lane are expected to be required for either of these proposed entrances.

The bus loop has been designed to accommodate 20 buses. Buses will enter the site from Gateway Boulevard and unload curbside as they arrive in the morning. In the afternoon each bus will park in its designated space in the center of the bus loop while waiting for dismissal. A median break and left turn lane are expected to be required for this proposed entrance.

#### Topography, Grading, and Drainage

The existing site has a high point in the center and is generally flat to moderately sloping throughout most of the property. From the center of the property it falls about 10 feet to the south and about six feet to the east. At the far north end of the property, there is a steep 20 foot slope that continues to drop beyond the property boundary.

Stormwater management will be achieved through traditional methods accepted by the City of Fredericksburg and the Virginia Department of Environmental Quality.

#### Utilities

Water and sanitary sewer infrastructure will be provided on-site connection into existing systems on or adjacent to the property.



#### Athletic Fields

A football field with a perimeter six-lane track and a soccer field are proposed for the school.

#### Architectural Narrative

The new Fredericksburg Middle School is generally described as a two-story building with exterior brick and concrete masonry unit cavity walls (some load bearing) and interior steel columns supporting light gauge steel joists with a combination of low slope TPO roofs, sloping metal roofs, and a small area of “garden” roof. There is a lower level to account for the existing site topography. The lower level will house performance arts spaces, the dining room, kitchen and service areas, the gymnasium, and locker rooms. A two-story circulation space will provide a visual and circulation connection from the main level to this lower level and serve as the primary entrance from the bus loop. The building will be approximately 160,000-square-feet. The building will be designed in accordance with the 2015 Edition of the International Building Code (IBC) as amended by the Virginia Uniform Statewide Building Code (VUSBC). The primary use group is Educational (E) and Assembly (A2 and A3). The construction type is

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ABOVE Rooftop gardens, like the one at Liberty Middle School, are incorporated into the design of your new middle school to support your strategic goal of health and wellness.



IB, non-combustible construction. The building will be sprinklered with an NFPA-13 sprinkler system.

The capacity of the school is 1,100 middle school students including space for associated administrators and staff. The public areas consist of a middle school gymnasium, a dining room with a platform and retractable auditorium seating, and a media center serving as the hub of the school. The core spaces of the building, such as the dining room and media center, are sized to support the planned student capacity of 1,100. There will also be academic support spaces as well as art rooms, music rooms, extended learning areas, and areas for collaborative and group work. The career and technical education (CTE) spaces are designed to support current programs and to provide flexibility for future programs. CTE spaces include business and technology labs, a STEM lab, technical drawing lab, and a flex lab with the ability to be easily configurable and able to support a variety of programs.

The exterior walls will consist of bearing and non-bearing concrete masonry units, an air space and 2" spray applied polyurethane foam insulation that provides continuous air barrier assembly (or 2" extruded-polystyrene board cavity insulation and a continuous fluid applied air barrier), and 4" utility face brick with a continuous two-piece flashing. There will be three colors

of face brick and architectural precast concrete sills and trims. The administrative offices and academic rooms will have gypsum drywall partitions and other interior partitions will be concrete masonry units.

Smaller exterior windows will consist of a thermally broken aluminum storefront framing system with 1" insulated, low-e, tempered glazing. Exterior windowsills will be precast concrete.

Interior windows will consist of 1/4" tempered glazing in aluminum storefront. In non-public areas, 3/4" tempered glazing in hollow metal frames will be used. The "main street" public corridor, media center, and student dining will have clerestory windows to provide natural light from above. The clerestory windows are a thermally broken aluminum storefront system with 1" glazing.

The low-slope roof system will consist of a white TPO roof membrane over a 5/8" cover board over 4" of polyisocyanurate insulation on 1 1/2" steel roof deck. The sloping metal roofs will consist of a metal roof panel with seamed joints over a metal deck surface.

Interior partitions will primarily consist of 6" concrete masonry units for public and athletic spaces. In the

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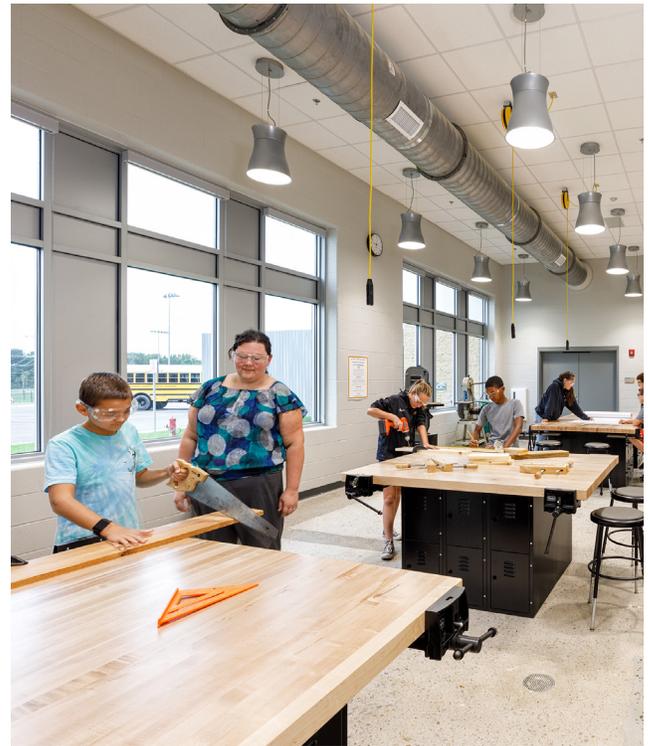
ABOVE Similar to Powhatan Middle School, a two-story circulation space at your new middle school will provide a visual and circulation connection from the main level and entrance to the second floor and courtyard. This increases security site lines and allows more natural light to fill the space.

administrative office areas and academic spaces, 5/8" gypsum wall board on 3 5/8" galvanized steel studs, extending 6" above the highest adjacent ceiling will be used.

Exterior doors to storage spaces, electrical rooms, and mechanical spaces will be painted steel doors in steel frames. All other exterior access doors will be aluminum doors with 1" insulated glazing, set in a thermally broken aluminum storefront frame. Interior doors will be solid core wood doors with 1/4" tempered vision lites, set in painted steel frames. Most exterior and interior doors will be 3'-0" wide by 7'-0" high with the exception of some storage room doors and exterior access doors, which will be larger

#### Interior Design Narrative

All gypsum board and CMU walls will be finished with a durable, low VOC paint formulated for regular cleaning. An entry way walk-off mat system will be incorporated into the flooring at each main building entrance. The main building vestibules, lobby, and waiting area will be finished with polished concrete for low maintenance. Private office and open office area interior finishes will include carpet with rubber base, painted walls, and lay-in acoustical panel ceiling. Main circulation corridor finishes will include polished concrete floors with rubber base and water based high performance paint finish which has a low VOC and high scrub rating on the walls. Finishes for general classrooms and other instructional areas will include polished concrete floors with rubber base, painted walls, and lay-in acoustical panel ceiling. Finishes for performing arts rooms include rubber flooring with rubber base, painted walls, acoustical wall panels, and lay-in acoustical panel ceiling. The gymnasium finishes will include a wood athletic flooring system, painted walls, acoustic wall panels, and painted exposed structure for the ceiling. Toilet rooms and wet areas will include ceramic tile and base



on the floor with paint on walls. Locker rooms will have concrete flooring and metal lockers. General casework and cabinetry will be finished with plastic laminate. The science labs will have epoxy resin countertops. Classroom floor finishes will be polished concrete.

Strategies for furniture, fixtures and equipment will focus on flexibility and durability. A mix of flexible seating options is proposed for general classrooms, seating which will provide student choice depending on individual preference on any given day as well as instructional activities occurring on a daily basis. Furniture in elective areas including art rooms and CTE spaces will be flexible and mobile and with the ability to provide work surfaces at desk height and countertop height.

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ABOVE The First Choice team will assist FCPS with envisioning the career and technical education (CTE) program at your new middle school. We understand that this is a focus the school system and community. Moseley Architects collaborated with Powhatan County Public Schools to reimagine the CTE program at Powhatan Middle School with construction labs that have shared work spaces for collaboration between classes and adjacent clean classroom spaces for lectures, connected with ample glazing for observation and to allow in natural light.

**Structural Narrative**

It is anticipated that the structure will be supported on conventional shallow spread footings. A geotechnical investigation has not yet been completed. Foundations will be sized for an allowable soil bearing pressure in accordance with the final geotechnical report and will be placed at or below frost depth. Typical ground floor construction will consist of 4 inch concrete slab on grade reinforced with welded wire reinforcing (6x6-W2.9xW2.9) or fiber reinforcing. The slab will bear on compacted structural fill, a 4 inch to 6 inch thick compacted granular base course, and a vapor barrier. Thicker slabs will be utilized where necessary.

The structure will be a combination of steel frame construction and concrete masonry (CMU) bearing wall. Steel frame will be utilized at the two-story portions of the structure. Second floor construction will be concrete slab on 1 ½ or 2 inch composite steel floor deck supported on composite steel beams. Roof construction will be 1 ½ inch steel roof deck on open web steel joist supported on wide flange steel beams. Roof and floor construction will be supported on wide flange and hollow steel section (HSS) steel columns. High roof areas such as gymnasium and dining are anticipated to be long span steel joists supported on reinforced CMU bearing walls. Roof deck at the high roof areas may be 1 ½ or 3 inch deep deck depending on the spacing of the roof joists. Roof deck at these areas may be acoustic deck depending on architectural considerations.

The lateral force resisting system will generally consist of reinforced CMU shear walls. Diagonally braced frames and moment frames may be utilized within the steel frame portion of the structure. These will be coordinated with the architectural layout.

Depending on the configuration of the building, an expansion joint may be incorporated into the design.

**Structural Design Load Basis**

Load	Perimeters
Floor Live Load	VUSBC and ASCE 7-10 Chapter 4
Roof loads	20 psf (min) or snow load, whichever is greater
Building Risk Category	III
Snow loads	Ground Snow Load = 25 PSF Importance Factor = 1.1 Exposure Factor = 1.0
Wind loads	Ultimate wind speed (3 second gust) = 120 MPH Exposure = B
Seismic loads	Site class = TBD Seismic importance factor = 1.25 Seismic design category = TBD Spectral response coefficients: S <sub>s</sub> = .178 S <sub>1</sub> = .049

Mechanical Narrative

*Applicable Codes and Standards*

The mechanical systems will be designed based on the requirements of the 2018 Virginia Uniform Statewide Building Code (VUSBC). The model codes adopted by the 2018 VUSBC applicable to the mechanical systems include:

- 2018 International Mechanical Code (IMC)
- 2018 International Energy Conservation Code (IECC)
- 2018 International Plumbing Code (IPC)

Indoor temperature and humidity setpoints will be based on ASHRAE Standard 55-2010 *Thermal Environmental Conditions for Human Occupancy*.

*Outdoor Design Conditions*

Outdoor design conditions will be based on the published climatic design information from the 2017 ASHRAE Handbook of Fundamentals for Shannon Airport, Virginia (WMO #724033).

The 0.4 percent annual percentile data for cooling will be used for designing the central chiller plant and the cooling performance of air handling units. The use of 0.4 percent data means the HVAC systems will be designed to meet the loads for an average weather year for all but 0.4 percent of the year – or approximately 35 hours. During periods of extreme high temperatures and peak interior loads, the mechanical system may not maintain design indoor temperature setpoints.

The 99.6 percent annual percentile data for heating will be used for designing the central heating plant and heating performance of air handling units. As before, the heating system will be designed to maintain indoor temperature setpoints for all but 0.4 percent of an average weather year – or about 35 hours.

*Mechanical System*

The mechanical system will include variable-air volume (VAV) systems for the academic wings using fan-powered and single-duct terminal units with hot water reheat coils.

Outdoor Design Conditions

Heating	15°F Dry Bulb
Cooling	95°F Dry Bulb / 77°F Wet Bulb

Indoor Design Conditions

Winter	72°F Dry Bulb
Summer	75°F Dry Bulb

Rooftop air handling units will provide filtered, conditioned, dehumidified air to multiple zones in the building. Typical rooftop units serving VAV terminal units will include outdoor airflow station, outdoor damper, MERV 13 filter, enthalpy wheel, outdoor air bypass damper, hot water preheat coil, chilled water cooling coil, variable-speed supply fan, return air MERV 13 filter, exhaust air bypass damper, variable-speed exhaust fan, exhaust airflow measuring station, and exhaust air damper. Most coils will include two-position control valves. Select coils may include three-way valves to provide minimum system flow.

Each zone will be served by a VAV box controlled by a space temperature sensor. Each classroom will be located in a zone allowing individual temperature control for each classroom. In administrative areas with similar loads and occupancy schedules, one VAV box may serve multiple spaces. Primary zone heating will be provided by a hydronic reheat coil in VAV boxes. In zones with large exterior heating loads, supplemental heating equipment may be necessary.

Large, single volume spaces like the gym and cafeteria will be served by a dedicated rooftop unit. These units will provide direct control of space temperature, space humidity levels and ventilation requirements. Control

of these units will incorporate space temperature, humidity, and carbon dioxide sensors. Demand-controlled ventilation will be included with the unit controls to reduce the energy consumed to condition outdoor air during periods of less than peak occupancy. These units will include an enthalpy wheel, chilled water-cooling coil, hot water coil in the reheat position for dehumidification control, and variable-speed supply and exhaust fans.

The kitchen will be provided heating and cooling via a dedicated rooftop unit operating at constant volume with chilled and hot water coils. If provided by Division 23, the kitchen hood makeup air unit will include a propane gas-fired furnace only. The kitchen hood exhaust fan and makeup air unit supply fan will operate at variable speed to conserve energy. Both will be controlled by the kitchen hood control system provided by Division 11.

Chilled water will be provided by two, variable-speed, air-cooled chillers arranged in a series. Bypass piping with manual valves will be provided at each chiller to isolate each chiller for maintenance. The chillers will be located in an exterior equipment yard near the main mechanical room. Exterior supply and return chilled water piping will be above grade and include electric heat-tracing for freeze protection. The chiller plant will be designed with a large temperature difference between the supply and return chilled water temperatures (roughly 16°F). The large temperature difference reduces the required flow rate which results in smaller pumps and smaller distribution piping. The chillers will operate under their manufacturer's chiller control system.

Hydronic hot water will be generated by a central boiler plant consisting of condensing boilers. The boiler plant will consist of multiple boilers to provide redundancy. Two boilers would be sized at two-thirds of peak load each. Three boilers would be sized at one-third of peak load each. In either scenario, the boiler plant would provide two-thirds of the peak load with the loss of one boiler, which would meet the building heating load for all but the coldest weather.



Chilled water will be circulated using a variable-primary pumping strategy. The pumps will operate at variable-flow to match the load required by the building. As the building load reduces from its peak, the pumps reduce their speed. Most chilled water coils will have two-position valves. Chilled water pumps will be controlled based on pressure or valve position. Minimum chilled water flow will be provided by an automatic bypass valve in the mechanical room.

Hot water distribution will also use a variable-primary arrangement. Most hot water valves will include two-position control valves. Hot water pumps will be controlled based on pressure or valve position.

The main server room/MDF will be served by a split-system computer room air conditioner (CRAC). The CRAC will be served by emergency power.

All systems will be tested and balanced for correct operation by an independent testing, adjusting, and balancing (TAB) contractor. Written verification of the testing and balancing will be submitted to the engineer for approval.

All systems will be commissioned by an independent, third-party commissioning agent procured directly by the owner or general contractor.

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ABOVE To meet FCPS' strategic health and wellness goals, First Choice will collaborate with stakeholders to design a space that supports healthy meals and nutrition through increased visibility of healthy options and a comfortable environment for students to enjoy their meals, such as the serving areas at Powhatan Middle School.

### *Building Controls*

A central, direct-digital control building automation system (BAS) system will coordinate the control of the mechanical systems locally and allow remote access to the BAS for maintenance/facilities staff. The BAS will include full floor plan graphics and password-protected access.

### *Equipment Manufacturers*

These will be coordinated with FCPS' preferences.

- Air Handling Equipment: Trane, Daikin Applied, Carrier, Johnson Controls
- Chillers: Trane, Daikin Applied, Carrier, Johnson Controls
- Pumps: Bell and Gossett, Taco, Peerless, Armstrong
- Variable Frequency Drives (with manual bypass): Honeywell, ABB, Yaskawa, Danfoss-Graham
- Boilers: Lochinvar, Aerco, Fulton, Harsco / Patterson-Kelley
- BAS: Honeywell, Johnson Controls, Trane, Automated Logic

### *Plumbing Narrative*

Plumbing work will consist of providing new domestic cold water, domestic hot water, sanitary sewer and vent, and propane gas systems to serve new plumbing fixtures and miscellaneous fixtures and equipment.

All work will be in accordance with all current federal, state, town, and local codes, standards, and ordinances including, but not limited to the following:

- 2018 Virginia Uniform Statewide Building Code
- 2018 Virginia Plumbing Code
- 2018 Virginia Fuel Gas Code

### *Plumbing Fixtures and Equipment*

Plumbing fixtures will be high-efficiency, commercial grade units and specified to reduce water consumption. Fixtures accessible to the physically handicapped will be provided where required by the building code.



Water Closets will be floor-mounted, floor-outlet units with manually-operated, single-flush (1.28 gpf), flush valves.

Toilet room lavatories will be wall- or counter-mounted units with manually-operated, dual-temperature, 0.35 gpm faucets.

Urinals will be wall-hung units with manually-operated, 0.125 gpf, flush valves.

Shower valves will be wall-mounted, manually-operated, 1.50 gpm, single-lever faucets with integral supply check stops and reversible supply inlets. ADA-compliant shower units will be provided with adjustable, hand-held, shower unit in addition to the standard shower valve and head assembly.

Mop basins will be floor-mounted units with manually-operated faucets with integral, vacuum breaker, supply check stops, male thread hose end, pail hook, and adjustable wall anchor. A secondary faucet or hose bibb with backflow device will be provided for chemical dispensing stations in janitor's closets.

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ABOVE Powhatan Middle Schools' agriculture lab's casework and plumbing systems support hydroponic stations for studies in sustainable growing. We will work with FCPS to incorporate appropriate systems to support your CTE program.



Kitchenette and breakroom sinks will be 18-gauge, stainless-steel, counter-mounted, self-rimming units with manually-operated, 1.00 gpm, faucets.

Drinking fountains will be stainless-steel, bi-level, electric water coolers with safety bubblers, cane aprons, integral water filters, and bottle filling stations.

Science lab sinks and faucets will be included in the lab specifications and not Division 22. Point-of-use, under-counter, acid-neutralization traps will be provided for each science lab sink.

Art sinks will be 18-gauge, stainless-steel, counter-mounted, self-rimming units with manually-operated, rigid-spout, 1.00 gpm faucets and point-of-use, under-counter, solid interceptor traps.

Floor drains will be provided in all public toilet rooms, mechanical room, and janitors closets. Floor sinks will be provided in all food service areas and will be acid-resistant, stainless steel, units with integral strainer baskets. Trap primer devices will be provided for all floor drain and floor sink locations.

Sump pumps will be provided at the base of each elevator shaft in associated sump pit and will be provided with an oil-sensing alarm. The sump pump forced main discharge will be piped to an exterior wall and terminate to exterior grade via splashblock.

Exterior wall hydrants will be non-freeze, self-draining units enclosed in lockable recessed wall boxes. Roof hydrants will be non-freeze, self-draining, deck-mounted units with drain piped to approved termination point. Hose bibbs will be provided with integral vacuum breakers and located in all mechanical rooms and restrooms.

Hose bibbs located in restrooms will be provided with loose key operation.

Emergency fixtures will be provided where required and will be provided with emergency thermostatic mixing valves set to deliver tepid 85°F water. Emergency thermostatic mixing valves will comply with ANSI Standard Z3518.1 for emergency fixtures.

A below-grade, centralized, passive, grease interceptor will be provided to serve the kitchen and food service areas. The unit will be provided with anchoring and relieving slab. Traffic-rated installation and accessories will be provided where subject to vehicular traffic.

The domestic water service will extend from the site domestic water main to the building domestic water service entrance room or mechanical room. A building shutoff valve, strainer, pressure reducing valve (required where incoming pressures may exceed 80 psi), and reduced pressure zone principal backflow preventer will be provided on the domestic water service entry to the building. The building pressure reducing valve (when required) will be provided with full-sized bypass and separate pressure reducing valve. Additional backflow protection devices will be provided for mechanical make-up and other service water equipment where required.

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ABOVE The science classroom at Powhatan Middle School provide casework with appropriate plumbing for experiments and movable furniture with overhead power cord reels to increase the flexibility of the room. The First Choice team will apply similar strategies to your new middle school.

### *Domestic Water Piping System*

The domestic water systems will extend and connect to all plumbing fixtures, miscellaneous fixtures, and equipment. All under-ground domestic water piping will be Type K soft copper piping with brazed joints and wrought copper fittings. All above-ground domestic water piping will be Type L hard-drawn copper with wrought copper and copper alloy solder joint pressure fittings in conformance with ANSI B 16.22. Pipe insulation for the domestic water systems will be fiberglass insulation with ASJ. PVC or aluminum jacketing and weatherproofing will be provided for insulation where applicable.

The domestic hot water system demand will be provided for condensing, domestic, tank-type water heaters. Final domestic hot water storage will be set to maintain a storage temperature of 140°F minimum. Kitchen domestic hot water will be provided by a dedicated 140°F loop and recirculation pump. Building domestic hot water will be provided by an ASSE 1017 thermostatic master mixing valve, dedicated 110°F loop, and recirculation pump. Storage and thermal expansion tanks associated with the domestic hot water system will be ASME rated and water heaters will be UL listed.

### *Sanitary Piping System*

The building sanitary system will extend and connect to all plumbing fixtures, floor drains, miscellaneous fixtures and equipment, and be designed to discharge by gravity to the site sanitary sewer system. Below floor soil, waste, and vent piping will be service weight cast-iron hub and spigot assembled with mechanical joints or Schedule 40 DWV PVC where approved by owner. Above floor soil, waste, and vent piping will be cast-iron no-hub assembled with no-hub couplings and fittings. A separate kitchen waste system with extra-heavy cast-iron pipe and fittings will be provided to serve the kitchen areas and will extend to a central below-grade grease interceptor system located adjacent to the building.

### *Storm Water Piping System*

The building storm water system will be designed to discharge by gravity to the site storm water system.

Proprietary and Confidential Information.  
Freedom of Information Act Exemption.



Below floor storm water piping will be service weight cast-iron hub and spigot assembled with mechanical joints or Schedule 40 DWV PVC where approved by owner. Above floor storm water piping will be cast-iron no-hub assembled with no-hub couplings and fittings. Horizontal storm water piping and drain bodies within the building will be provided with insulation. Roof overflow drainage will be accommodated by means of an independent overflow drainage system discharging in readily visible location in accordance with building code requirements. Building downspouts and internal roof drains will connect to an underground storm water drainage system via downspout boots with integral cleanout plugs or ports.

ABOVE Optimal learning environments at the middle school level include flexible spaces where students can feel safe and comfortable. The media center at Powhatan Middle School shows the transformation of the traditional library into a collaborate space with access to the courtyard for project based learning and socializing. We will apply this design strategies to your new middle school.



### *Gas Piping System*

The building natural gas piping system will extend and connect to all kitchen, mechanical, plumbing, and miscellaneous equipment requiring gas service. Below grade, exterior, gas piping will be Schedule 40 black steel piping and fittings with factory applied protective coating and jacketing, or other approved below grade gas piping material. Below grade gas piping will also be provided with warning/indicator tape. Above grade, interior, gas piping will be Schedule 40 black steel piping and fittings. The natural gas piping system will be provided with a building service regulator, which will reduce the pressure to the desired building system pressure of 2 psig. Pounds-to-inches equipment line regulators will be provided at equipment or equipment groups to further reduce the system pressure to the required inlet pressure of the equipment being served. The portion of gas piping system directly serving kitchen equipment will be provided with an emergency shutoff valve and shunt switch interlocked with the hood fire suppression system, where applicable.

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ABOVE We understand that providing robust infrastructure to facilitate learning and effective teaching is a priority for your strategic plan. At Liberty Middle School, drafting classes taught in classrooms with the appropriate ratio of computers, movable furniture, overhead cord reels, and smart boards are fundamental to the 21st century learning environment.

### *Fire Protection Narrative*

All work will be in accordance with all current federal, state, town, and local codes, standards, and ordinances including, but not limited to the following:

- 2018 Virginia Uniform Statewide Building Code
- 2018 Virginia Plumbing Code
- 2018 Virginia Fuel Gas Code

### *Building Description*

The building will be fully sprinkled with a wet-pipe system designed and installed in compliance with NFPA 13-2010.

### *Fire Protection Zoning*

The fire protection system will be zoned to match the building as defined by the Life Safety drawings. Each story of the multistory building will be a separate zone.

### *Interior Fire Protection System*

A new fire service will be extended to the mechanical room from the water main with a new wet valve tap. A double-check valve assembly will be installed prior to connection to the automatic sprinkler suppression system. A fire pump, if required, will be located near the main mechanical room. A water flow test is required to determine the need for a fire pump.

The fire service will be equipped with a riser check valve and flow switch on each riser. Each riser check valve will be controlled by its own control valve and will be connected to the fire department connection. Sprinkler floor service will be provided by sprinkler zone control assemblies. Sprinkler zone control assembly will be provided with each of the following: a water flow alarm, isolation valve, a check valve, and an inspector's test fitting.

Sprinkler mains will be run within the corridor and branch piping will extend into the areas of the building. Sprinklers in mechanical rooms will have head guards. In mechanical areas where ductwork exceeds 4' 0" in width, sprinklers will be provided above and below ductwork to provide proper coverage.



### Electrical Narrative

The electrical portion of the work will consist of providing building power, lighting, communication, security, a data network system, a fire alarm system, raceways, and boxes for the facility.

All electrical work will be in compliance with all applicable federal, state, and local laws and regulations governing standards of design, construction, workmanship and material. The building will be designed in accordance with the 2018 Virginia Statewide Building code (VUSBC). Electrical work will be in compliance with the 2017 National Electrical Code.

### *Electrical Service*

Power will be provided by the power company from a pad-mounted transformer located on the site near the electrical room. The main service switchboard is estimated to be rated at 4000 amps at 277/480 volts. The main switchboard will be located in a dedicated electrical room. An integral switchboard meter will be provided to monitor building load and energy usage and may be interfaced with the Building Automation System (BAS). Ground fault protection will be provided at the main circuit breaker. Surge protection will be provided at the main switchboard. Phase loss protection will be provided at the building service.

Panelboards and transformers will be provided throughout the facility to distribute power at 277/480 and 120/208 volts. Due to the size of the service, the electrical room will require two exit doors on the opposite sides of the room. Panic hardware will also be required for the main electrical room and the door must swing

out of the space. Surge protection will be provided on panels feeding computers and electronics. The basis of design will be Square-D with Siemens and General Electric as alternates.

### *Power Distribution*

Electrical Metallic Tubing (EMT) will be used indoors for feeders and branch circuit work run exposed or concealed in dry construction. Galvanized Rigid Steel Conduit (RSC) will be used outdoors where installed in concrete, and exposed indoors where raceway might be a subject to physical damage. Flexible metal conduit will be limited in application to the connection of interior lighting fixtures, motors, and miscellaneous equipment. Lengths for the flexible conduit will not to exceed six feet. PVC Schedule 40 conduit will be used to house grounding electrode conductors and for sleeves. Recessed panelboards will be provided with a minimum of three conduits stubbed into the ceiling space for future circuits.

Wiring will be copper. Insulation will be 600 volt, THHN, THWN or XHHW. Conductors will be sized to accommodate a maximum system voltage drop of 5%.

Motors 1/2 hp and lower will be supplied by 120V circuits. Motors above 1/2 hp will have individual 277 or 480V circuits (single or three phase). Motors will be

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ABOVE In Liberty Middle Schools' CTE classroom, Moseley Architects' electrical engineers designed systems to support various levels of power needed for multiple types of projects. The First Choice team has developed electrical systems to meet current and future needs of your middle school program.



the high efficiency type. Motors supplied by adjustable drives will be fabricated with cast iron frames. Phase loss protection will be provided.

Receptacles will be specification grade. Ground fault receptacles will be located in toilet areas and locations near sinks and other areas required by the code. Each classroom will have 3 circuits dedicated for receptacles. A circuit will be provided above the classroom ceilings for any future projectors. Charging stations for portable devices will be provided in spaces designated by the owner.

#### *Standby Power System*

A diesel generator estimated to be 150 KW will provide the required life safety loads (NEC 700) and optional standby loads (NEC 702). Each system will have a dedicated automatic transfer switch. The generator will be located on the site in a weatherproof/soundproof enclosure and will have an integral sub-base diesel fuel tank. Generator fuel capacity will be sufficient for a 48-hour runtime. Life safety loads consist of emergency egress lighting, fire alarm notification system, security system and other loads deemed life safety by the authority having jurisdiction (AHJ). The optional standby system will serve kitchen refrigeration equipment, the elevator, designated power outlets, dedicated air conditioning systems serving network, and security equipment

spaces and other loads deemed necessary by the owner and AHJ. The generator will be monitored by the building automation system (BAS). The generator basis of design will be Kohler with Caterpillar and Generac as alternates.

#### *Lighting*

Lighting will be installed in accordance with the recommended Illumination Engineering Society (IES) Standards and the Commonwealth of Virginia, Department of Education.

A complete system of artificial interior lighting will be provided for all spaces. In general, all interior lighting will be LED. Three local dimmable switches for classrooms will be provided to allow for dual level switching and A/V mode lighting levels. All spaces will be provided with occupancy sensors.

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ABOVE Extended learning areas at Liberty Middle School demonstrate ways we can help FPCS envision collaborative learning in underutilized areas like the hallway. Here small group discussions, planning, and learning occur outside of the traditional classroom, while teachers have direct visual connection to their students. Ample natural light and unique overhead lighting fill the space.

Types and grades of fixtures intended for the following areas:

- Offices – recessed LED lensed fixtures. Lighting levels will be minimum 50 footcandles in the offices.
- Corridors – recessed LED lensed fixtures. Lighting levels will be approximately 20 footcandles in the corridors.
- Mechanical – strip style LED fixtures with acrylic lenses, surface or pendant mounted. Lighting level will be approximately 40 footcandles.
- Storage Areas – strip style LED fixtures with acrylic lenses, surface or pendant mounted. Lighting level will be approximately 30 footcandles.
- Exterior and Site lighting – LED wall and pole-mounted fixtures rated for wet locations and compliant with the BUG(Backlight, Uplight, Glare) rating method to improve visibility and minimize light pollution. Lights will be scheduled to run by the BAS schedule with an override by the photocell.
- Classrooms will be provided with 2x4 LED architectural fixtures. 50 – footcandles.
- Computer labs will be provided with 2x4 LED architectural fixtures. 30 – footcandles.
- Science Classrooms will be provided with 2x4 LED architectural fixtures. 70 – footcandles.
- Gymnasium will be provided with LED high-bay fixtures. 70 footcandles.
- Auxiliary gymnasium will be provided with LED high-bay fixtures. 30 footcandles.
- Cafeteria/commons – 30 footcandles
- No open light fixtures will be used in the building. Wire guards or vandal resistant light fixtures will be used in areas of high abuse such as gymnasium.
- Emergency Egress Lighting: Egress lighting will be designed to provide 1.0 footcandle average, 0.1 footcandle minimum lighting with a max/min uniformity ratio no more than 40:1.



- All corridors will be locally switched with key-operated switches. Group toilets will be switched with the corridors.
- All exit signs will be LED.
- Kitchen, locker rooms and other humid areas will be provided with light fixtures with aluminum door frames to prevent rust. Kitchen – 50 footcandles. Locker Rooms – 20 footcandles
- No light fixtures will be placed directly over stairs. All light fixture will be accessible with standard equipment.
- Emergency lighting and exit lighting for all paths of egress within and outside the building will be provided by the generator via an automatic transfer switch.

ABOVE Media center at Liberty Middle School



Sports fields will have pole mounted LED sports lighting. Depending on the fields that are included in the design, the following criteria will be met for sport-lighting levels based on the specific type of field.

- Football Field (50FC) and Track (20FC).

Musco will be the basis of design for the sports lighting.

#### *Fire Alarm System*

The fire alarm system will be a fully addressable voice system complying with the NFPA 72. The main fire alarm panel will be located in the main electrical room. A remote annunciator will also be provided near the main entrance that will be used by the Fire Department. Manual pull stations, smoke, heat and duct detectors, alarm horns, and visual devices will be located at all required locations to provide full coverage of the facility. All devices will comply with the ADAAG. The system will include mass notification. A supervised two-way communication system will be provided for the fire department's use.

#### *Data Network*

The Main Distribution Frame (MDF)/Entrance Facility will be located on the first floor of the building and will serve as a demarcation room and main distribution room for the building. All rooms and closets will have

adequate space, ventilation, and cooling and active networking equipment in standard 22-inch racks provided by the owner. Data drops will be provided in classrooms, offices and other areas as needed. Wireless access will be provided in the facility and in the courtyard. The computers in the lab will be hard wired to wall data outlets. There will be one hard wired port for the teacher station. Cat 6 cables and/or fiber optic cables will be provided from the data closets to data outlets. The owner will provide the equipment and racks. A complete raceway system will be provided. Cable trays will not be utilized.

#### *Clock/Intercom System*

A satellite wireless master clock system is proposed for the facility. Primex will be utilized as basis of design. Rauland and Bogen will also be acceptable.

The intercom system will provide communication between office and staff areas and the classrooms. This equipment will be rack mounted. An amber strobe will

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ABOVE To maximize the function of the dining area at Powhatan Middle School, it also has a stage and soft, retractable seating for performances. Because Powhatan Middle School has an active music department, the band, ensemble, and choral spaces are centrally located and have direct access to the stage. The elevated music suite connects the stage with a ramp that eases the transportation of instruments and equipment.

be provided in the gym and cafeteria that will illuminate when there is a message on the PA system. The front door will have an exterior intercom call station for visitors to the building.

#### *Audio/Video Systems*

A multimedia system will also be provided for distribution of video and sound to classroom and other areas. The system will include compact disk player(s), amplifiers and mixers in an equipment rack. A sound system will be provided for the gym area which will include microphone outlets, amplifiers and either a speaker cluster or wall mounted speakers. Media sources will include the internet and/or a cable TV source.

#### *Security and Intrusion Detection Systems*

CCTV cameras will be located in designated areas as required by the owner. Cameras will primarily provide coverage at the exterior doors, the site, corridors, and common areas. A DVR (30 day recording) and monitor will be located in a security office. Motion sensors will be located in corridors and near exit doors. Door contacts will also be provided. Lockdown of the building will be by zone. Arming of security system will turn off the lights via BAS control. The security system may be integrated with other systems.

#### *Telephone and Television System*

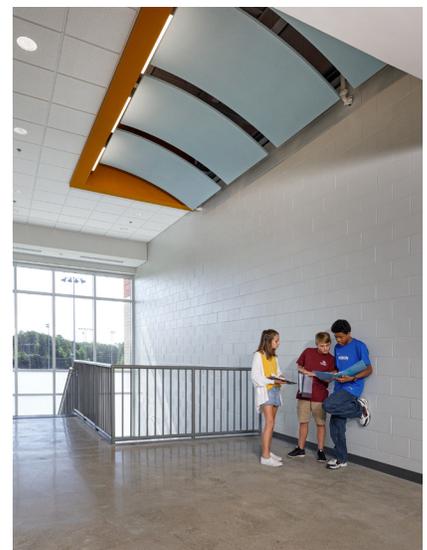
A distribution system of wire, conduits and boxes will be provided for these systems. The Television system will utilize cable and/or the internet as the source. The telephone system may be a Voice over IP (VOIP) system.

#### *Lightning Protection System*

Lightning protection may be provided on the roof of the facility based upon the calculated risk factor. Down conductors will be provided along with new ground rods and ground loop. The entire system will be UL Master labeled. Design will be in accordance with NFPA 780. The system is not required by code and will be an owner decision.

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RIGHT Powhatan Middle School, Powhatan County Public Schools



### 1.A. INTENT OF THE PROJECT

Fredericksburg City Public Schools (FCPS) has experienced overcrowding at the elementary school level for several years, which ultimately impacts capacity at the middle school. The intent of this project is to redistribute students to alleviate overcrowding at the elementary schools by converting Walker-Grant Middle School into an elementary school and designing a larger, 21<sup>st</sup> century learning environment for middle school students. This project will also provide much needed career and technical education (CTE) spaces for students at the middle school level to encourage future career paths as students attend James Monroe High School. The building design is intended to complement the other schools and buildings within the historic Fredericksburg community. This project will welcome students for the start of the 2024-2025 school year in August.

### 1.A. LOCATION

The new school will be located on a city owned site in the Idlewild area between Gateway Boulevard and Idlewild Boulevard.

### 1.A. COMMUNITIES THAT MAY BE AFFECTED

The new site is located in a residential community with new home and town home construction. The communities of the Village of Idlewild will be directly impacted with a closer school for their children and community access to public areas at the new school. Traffic will increase along Gateway Boulevard for the Village of Idlewild community. Other communities that may be affected include those families with students who attend Walker-Grant Middle School due to a slight change in their commute.

### 1.A.A. SITE PLAN

The following pages contain our proposed site plans and aerial plans.

### 1.A.B. CONCEPTUAL DESIGN

The subsequent pages contain our conceptual design concepts.



ABOVE We understand that there is a capacity issue at FCPS' elementary schools that will challenge enrollment at the middle school level. Having smaller elementary schools, like Lafayette Upper Elementary School, that feed into a new, large middle school was the recommendation by the joint Task Force to address overcrowding. Having designed Lafayette Upper Elementary School, Hugh Mercer Elementary School addition, James Monroe High School, and conducted facility studies, and The First Choice team understands FCPS' capacity issues and project enrollment.



**New Middle School**  
Fredericksburg City Public Schools

**OPTION 1 SITE PLAN**

- 1 Visitor/Staff Parking
- 2 Bus Parking
- 3 Football Field/Track
- 4 Soccer Field
- 5 Staff Parking
- 6 New School
- 7 Courtyard and Outdoor Learning Labs

**New Middle School**  
Fredericksburg City Public Schools

**OPTION 1 AERIAL VIEW**

- 1 Visitor/Staff Parking
- 2 Bus Parking
- 3 Football Field/Track
- 4 Soccer Field
- 5 Staff Parking
- 6 New School
- 7 Courtyard and Outdoor Learning Labs





**New Middle School**  
Fredericksburg City Public Schools

**OPTION 2 SITE PLAN**

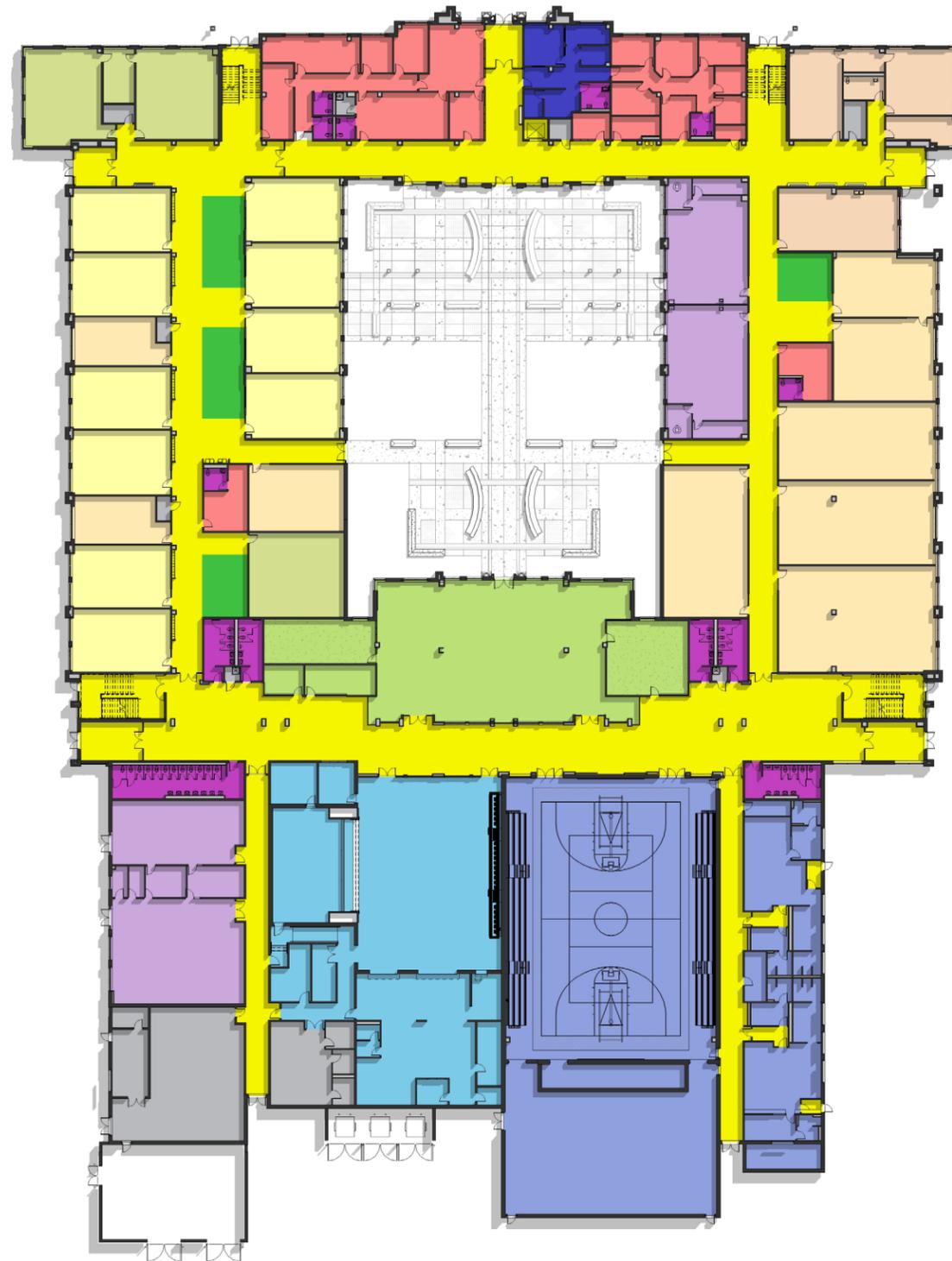
- 1 Visitor/Staff Parking
- 2 Bus Parking
- 3 Football Field/Track
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- 5 New School
- 6 Courtyard
- 7 Outdoor Learning Labs

**New Middle School**  
Fredericksburg City Public Schools

**OPTION 2 SITE PLAN AERIAL VIEW**

- 1 Visitor/Staff Parking
- 2 Bus Parking
- 3 Football Field/Track
- 4 Soccer Field
- 5 New School
- 6 Courtyard
- 7 Outdoor Learning Labs





**New Middle School**  
Fredericksburg City Public Schools

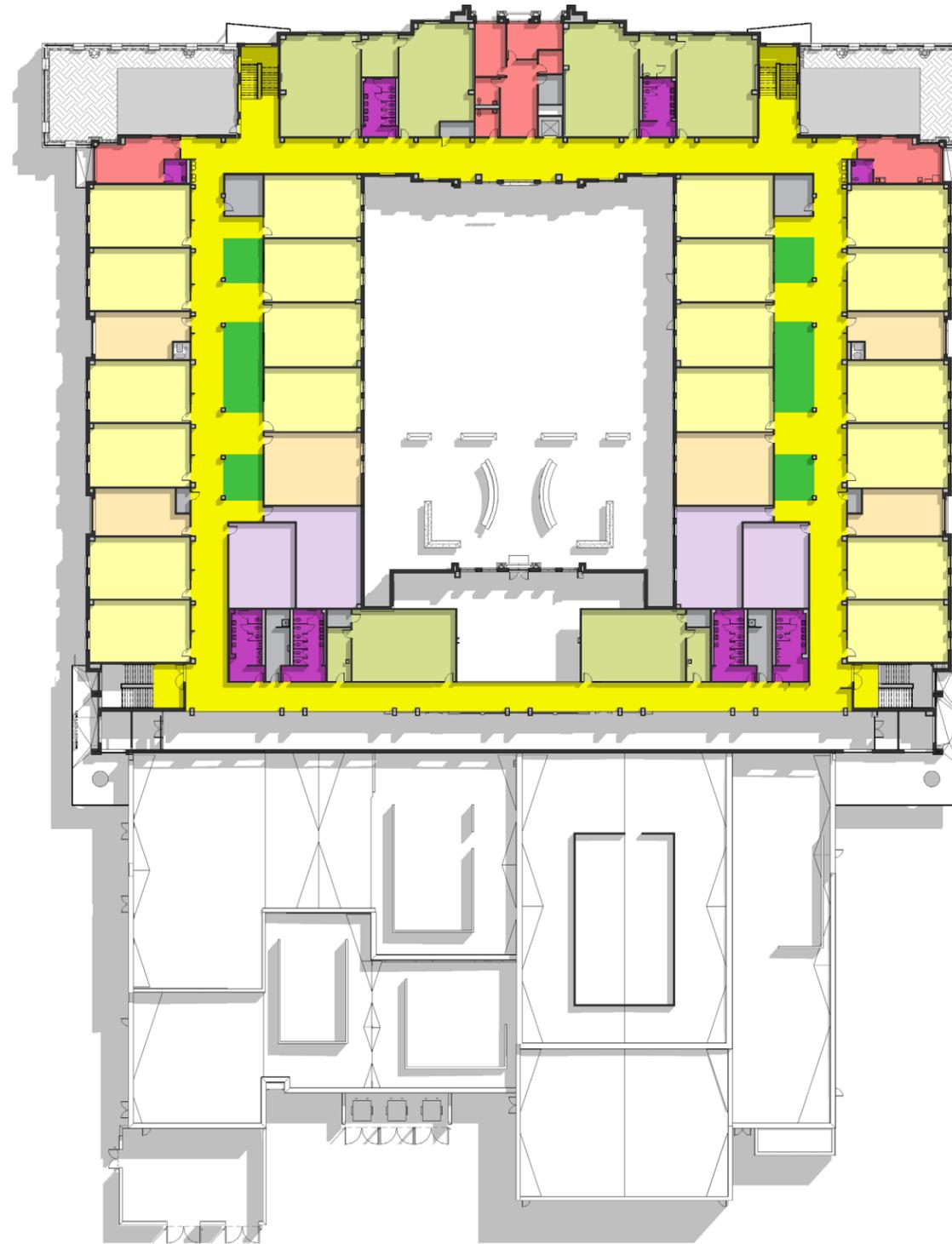
**FIRST FLOOR PLAN**

- Administration
- Athletics
- Circulation
- Classrooms
- Classroom - Specialty
- Extended Learning
- Fine Arts
- Food Services
- Health Clinic
- Media Center
- Science
- Special Education
- Support/MEP/Storage
- Toilets

**New Middle School**  
Fredericksburg City Public Schools

**SECOND FLOOR PLAN**

- Administration
- Circulation
- Classrooms
- Classroom - Specialty
- Extended Learning
- Science
- Support/MEP/Storage
- Toilets
- Vocational/CTE



**New Middle School**  
Fredericksburg City Public Schools

**ELEVATIONS**



**NORTH ELEVATION**



**EAST ELEVATION**



**SOUTH ELEVATION**



**WEST ELEVATION**

**New Middle School**  
Fredericksburg City Public Schools

**ARCHITECTURAL CONTEXT OF THE CITY OF FREDERICKSBURG**

The architectural context of the City of Fredericksburg is rooted in traditional Virginia architecture. This architecture places a focus on historical Virginia architecture featuring red brick, precast concrete or limestone accents, areas of sloped roof forms, proportion, scale, and building symmetry. Examples of this architecture can be found all throughout Fredericksburg in buildings that First Choice designed and built together with the City of Fredericksburg and FCPS.



**James Monroe High School**

The First Choice team has collaborated with the City of Fredericksburg and FCPS on eight projects including new construction and renovations and additions. We understand the importance of the new middle school's exterior complementing the other schools within the Fredericksburg community. Having design and built James Monroe High School, First Choice understands the traditional Virginia architecture of FCPS schools' and the historic community of the City of Fredericksburg. Red brick and precast concrete/limestone trim and accents are prominently featured on the building.



**Lafayette Elementary School**

Collaborative planning and design meetings between FCPS, Lafayette Upper Elementary School teachers and staff, city council members, community members, and the First Choice PPEA team created an exceptional educational facility for students and a place for the community. Lafayette Upper Elementary School, James Monroe, and Walker-Grant Center all have similar, traditional building materials. All three schools stand at two-stories tall, which is a relative scale to the residential communities where they reside.



**Walker-Grant Center**

For nearly 70 years, the Walker-Grant building has been continuously occupied for educational use. The renovation of the Walker-Grant Center created appropriately designed spaces for early childhood education, centralized the school board offices and school district department that were located in five different buildings, and provided a place for the community. Significant items from the original school were salvaged and restored to incorporate into the design of the modern building. These include the original cast concrete letters from the school's main entrance, wood door panels from the original auditorium and gymnasium, and metal floor grate entry mats that were repurposed to infill wall openings where original mechanical equipment was removed.

**New Middle School**  
Fredericksburg City Public Schools

**ARCHITECTURAL CONTEXT OF THE CITY OF  
FREDERICKSBURG**



**Courthouse**

First Choice worked with the city to replace and modernize its court facilities, which previously occupied three outdated and inadequate buildings in the historic downtown. The project involved the demolition of the building occupied by the juvenile and domestic relations court. Phased construction allowed for continuous operation of all courts.

The first phase, a new four-level courthouse, is occupied by the circuit and general district courts, is in the Downtown Fredericksburg Historic District, and is traditional in its design character.



**Juvenile and Domestic Relations Court**

The second phase included the renovation of the former general district court building for use by the juvenile and domestic relations court. The entire existing building was renovated, and a 600-square-foot addition was provided at the front entry to create space for queuing and security screening.

First Choice worked with the city to obtain a special exception for building height; approval of the site development plan; and approval of the design by the city's Architectural Review Board.



**Police Headquarters**

The police headquarters building also incorporates traditional Virginia materials of red brick and concrete bands. This facility is not only focused on the safety of the community but provides public meeting spaces. It features a large multipurpose room for use by the police department for training and also for use by community groups. The multipurpose room can be accessed by the public without compromising the security of the rest of the facility.

### Middle School Experience

#### EXAMPLES OF 21ST CENTURY LEARNING SPACES

Through Moseley Architects' experience planning and designing more than 70 new middle school projects, we have gained an understanding the unique educational and support needs of middle school students, staff, and families during this transitional time for the middle school student.

A middle school is neither an elementary school nor a high school, but is a blend of the two. Exemplary middle schools focus on the intellectual, social, emotional, and physical development needs of young adolescents as they prepare for a rigorous high school experience.

Our middle school design philosophy is to focus on the needs of a student population that is newly independent, impressionable, and transitional. Organizing spaces to address social situations will support the FCPS' strategic goal of providing optimal and equitable learning environments.

Building design strategies we can incorporate into a new middle school project could include adjusting hallway design to decrease places for bullying, including gender neutral restrooms, and providing outdoor learning spaces for students to collaborate and socialize. These and many other strategies can result in a new school where all students can feel supported.

We recognize the importance of asking detailed questions about your educational specifications and your middle school program, needs at the high school level, and what students can expect moving from the elementary schools. This means looking at the core of what makes up the middle school educational program and team teaching strategies, which is used as a building block for creating an efficient and functional architectural program.

LEFT These images depict the middle school experience at Powhatan Middle School and Liberty Middle School and demonstrate the types of spaces that the First Choice team can incorporate into your new middle school.





**Middle School Experience**

**EXAMPLES OF 21ST CENTURY LEARNING SPACES**

These images depict the middle school experience at Powhatan Middle School and Liberty Middle School and demonstrate the types of spaces that the First Choice team can incorporate into your new middle school.





### 1.B. WORK TO BE PERFORMED BY THE SCHOOL BOARD

The success of this project lies in the ability of the First Choice team to collaborate closely with FCPS, the FCPS School Board, and project stakeholders throughout the design and construction process. The FCPS School Board will have review and approval authority on all project components. We envision that FCPS School Board members, stakeholders, and building user group representatives will actively participate in the following tasks:

- Design Review and Approval — The School Board will review the proposed design at key milestones and inform the First Choice team of any changes it may require. The School Board will facilitate communication between the design team and stakeholders.
- Site Plan Review and Permitting — First Choice will provide full site infrastructure engineering, soil analysis, and permitting assistance. The School Board will provide ongoing input throughout the design and construction process and will provide vital assistance with the FCPS site plan and building permitting process, including environmental permitting:

The School Board will also be responsible for the following and the various optional project components:

- Moving Arrangements — The School Board will arrange and pay for moving the various departments and other functions to their final location.
- Computer, Communications, and Office Equipment — The School Board will provide and install all desktop computers, servers, communications equipment, (wireless antenna, telephone, and handsets) and office equipment (copiers and shredders). First Choice will provide data and communications cabling from equipment rooms to wall and floor boxes.

Throughout each phase of the project, First Choice anticipates the following input from the FCPS school board.

#### Initial Project Development

We suggest establishing a design committee comprised of stakeholders, community members, middle school teachers, staff, and students. This committee will be involved throughout the programming, preliminary, and schematic design phases. They are a voice for building consensus with the greater community and sounding board for the needs of FCPS and the new middle school students.

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ABOVE Walker-Grant Center, Fredericksburg City Public Schools



First Choice also asks that FCPS clearly verbalize and transcribe the vision and goals of the project.

The design team also expects that a strong communication protocol be established between the School Board, design team, stakeholders, and community.

#### **Preliminary Design**

First Choice will meet with members of the FCPS School board to discuss project goals and to begin aligning the project scope with the appropriated funding for the project. During these initial meetings, we will also discuss the educational program.

Moseley Architects will also involve FCPS and the community in planning sessions to review the goals of the new middle school.

Critical to the Preliminary Design Phase is our recommended design workshop, in which FCPS will be heavily involved. We will engage the community, FCPS, and other interested stakeholders to identify qualitative goals; present the building and site diagrams developed during the Conceptual Phase, have the design committee react to conceptual site and building diagrams developed in the Conceptual Phase, work in small groups to revise and refine these initial concepts; and build consensus for the most appropriate design option.

Moseley Architects can also organize additional community engagement based on the level of involvement FCPS desires. This decision will require input and involvement from FCPS.

First Choice will meet with the School Board as needed during the Preliminary Design Phase. During this phase, we will provide designs, project schedules, and cost options for FCPS to review and respond.

Detailed equipment layouts for each type of classroom or specialty space will be developed and reviewed with FCPS curriculum leadership and end-users to approve.

#### **Design Development**

First Choice will meet with the school board as needed during design development. During this phase, we will provide designs, project schedules, and cost options for FCPS to review and respond.

Detailed equipment layouts for each type of classroom or specialty space will be developed and reviewed with FCPS curriculum leadership and end-users to approve.

#### **Final Design/Construction Documents**

During the construction document and Final Design Phase, FCPS will be involved in building systems

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ABOVE Walker-Grant Center, Fredericksburg City Public Schools

confirmation, operations and maintenance goals, and reviewing the design in the context of education and instructional goals.

During the document review phase, FCPS will review working drawings, construction and phasing plans, and specifications for procurement of activities and scopes of work for the Construction Phase. First Choice will review drawings with the FCPS staff project team and the technical review committee.

During the permitting phase, we will assist FCPS in obtaining jurisdictional approvals.

The procurement phase will involve constant contact between FCPS and First Choice.

### Construction Phase

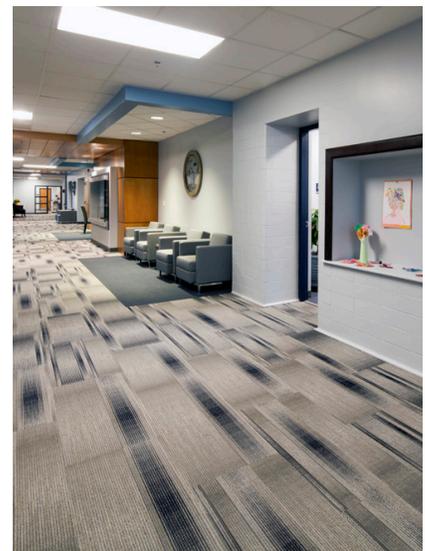
The Construction Phase will also involve a close relationship with FCPS and First Choice. We will provide construction contract administration services. First Choice will lead and facilitate the following activities that FCPS will be involved in:

- Pre-construction conferences;
- Regular project progress meetings and distribute minutes;
- Regular and special site visits;
- Safety measures for same site, occupied replacement;
- RFIs, PCOs, and submittals;
- Contractor’s requests for payment;
- Punch lists and verify substantial completion;
- Substantial completion certification; and
- Project close out

### 1.C. FEDERAL, STATE, AND LOCAL PERMITS AND APPROVALS AND A SCHEDULE FOR OBTAINING PERMITS AND APPROVALS

Our regulatory environment is extensive. In its design and construction, the project must comply with the following preliminary list of codes, regulations, standards, agencies, departments, etc.

- City of Fredericksburg and staff
- City of Fredericksburg Planning Commission
- City of Fredericksburg Fire Marshal and Building Official
- City of Fredericksburg Zoning Ordinance
- Virginia Department of Environmental Quality



ABOVE Walker-Grant Center, Fredericksburg City Public Schools

- Public Utility Companies
- Virginia Uniform Statewide Building Code (USBC)
- State Fire Prevention Code
- National Fire Protection Association (NFPA)
- International Mechanical Code (IMC)
- International Plumbing Code (IPC)
- National Electrical Code (NEC)
- Americans with Disabilities Act (ADA/ADAAG)
- Uniform Federal Accessibility Standards (UFAS)
- CABO/ANSI Accessibility Guidelines
- American Society for Testing and Materials (ASTM)
- Factory Mutual (FM)
- Underwriters Laboratories (UL)

First Choice anticipates that it will obtain normal federal, state, and local permits and approvals required for site, building design and construction, as well as stormwater, erosion and sediment control, environmental permitting, and utility connection permits. The FCPS school board will be the applicant for zoning-related approvals and First Choice team member Moseley Architects will provide technical assistance and documentation as well as assistance with necessary presentations.

For more details on a schedule for obtaining permits and approvals, please see item 1.F. Proposed Schedule of Work on the Project, including the Estimated Time for Completion on the following page.

#### **1. D. ANTICIPATED ADVERSE SOCIAL, ECONOMIC, AND ENVIRONMENTAL IMPACTS OF THE PROJECT**

No long-term adverse social, economic, or environmental impacts are anticipated as a result of this project. Construction noise and periodic, short-term disruption of traffic along Gateway Boulevard and Idlewild Boulevard should be anticipated in the immediate vicinity of the construction site. After construction is complete, traffic entering and exiting the site will require a connection between north and south Gateway Boulevard as well as additional turn lanes.



To the best of our knowledge, no environmental or archaeological assessments have been completed.

#### **1. E. PROJECTED POSITIVE SOCIAL, ECONOMIC, AND ENVIRONMENTAL IMPACTS OF THE PROJECT**

The economic boost from a large construction project supports many jobs and generates new tax revenues for both state and city governments. Also, the creation of employment opportunities is a goal of both city, regional, and state economic development agencies. The ability to demonstrate to prospective businesses that the FCPS is committed to supporting education can provide the City with the competitive edge it needs to attract the high quality, tax revenue enhancing economic development the City desires, and to support the region's pro-business climate.

#### **1.F. PROPOSED SCHEDULE FOR THE WORK ON THE PROJECT, INCLUDING THE ESTIMATED TIME FOR COMPLETION**

Our proposed schedule for the project, including the estimated time of completion and a schedule for obtaining permits and approvals, can be found on the following page.

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ABOVE Walker-Grant Center, Fredericksburg City Public Schools



### 1.G. ALLOCATION OF RISK AND LIABILITY FOR WORK COMPLETED BEYOND THE AGREEMENT'S COMPLETION DATE, AND ASSURANCES FOR TIMELY COMPLETION OF THE PROJECT

First Choice team member English Construction Company assumes standard risk and liability for contractor delays beyond the completion date, subject to mutually agreed time and conditions.

The contractual completion time for the project will be established cooperatively with FCPS as part of the comprehensive agreement negotiations. The contractual completion date will be subject to change for reasons such as, but not limited to, a change in the scope of work, unforeseeable issues arising from zoning or permitting, or unforeseeable site conditions. In summary, this would include all factors outside of our control and is usually established in contract terms.

For your new middle school project, the First Choice team assumes the risk for timely completion of the project for all items within our control. FCPS assumes and suffers no liability if the completion schedule is not within the contractual completion time under the contract terms.

The First Choice team is prepared to assume the customary performance risks for development, design, and construction. We are prepared to provide guarantees for said risk and look forward to drafting a comprehensive agreement with you to properly allocate risks and define responsibilities for timely completion. English Construction Company, Inc. does not anticipate a phased or partial opening of the new middle school prior to completion of the entire project.

### 1.H. ASSUMPTIONS RELATED TO OWNERSHIP, LEGAL LIABILITY, LAW ENFORCEMENT, AND OPERATION OF THE PROJECT AND THE EXISTENCE OF ANY RESTRICTIONS ON THE SCHOOL BOARD'S USE OF THE PROJECT

It is assumed that the FCPS School Board will own and operate the facility pursuant to this proposal. First Choice imposes no restrictions on such ownership or operation.



### 1.I. PROVIDE INFORMATION RELATIVE TO PHASED OR PARTIAL OPENINGS OF THE PROPOSED PROJECT PRIOR TO COMPLETION OF THE ENTIRE WORK

Because this project is located on City owned land and it a new site, there is no plan to include phased or partial openings for this project.

### 1.J. OTHER ASSUMPTIONS RELIED ON FOR THE PROJECT TO BE SUCCESSFUL

Project assumption are the same as the assumptions stated in Section 1.H.

### 1.K. CONTINGENCIES THAT MUST OCCUR FOR THE PROJECT TO BE SUCCESSFUL

Project contingencies are the same as the assumptions stated in Section 1.H.

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Project Financing



LEFT James Monroe High School, Fredericksburg City Public Schools

## 2.A. PRELIMINARY ESTIMATE AND ESTIMATING METHODOLOGY OF THE COST OF THE WORK BY PHASE, SEGMENT, OR BOTH

First Choice offers a contract cost limit (CCL) for PPEA/design-build services to deliver a new middle school for Fredericksburg City Public Schools. Our preliminary CCL is described in the confidential section of this proposal. The CCL offered with this proposal represents the maximum cost to provide PPEA/design-build services. The comprehensive agreement establishes the CCL as the cost ceiling for the project, even before design has commenced.

The CCL is the sum of reimbursable costs, fixed fees, allowances, and contingency.

Design is a complex and iterative process that involves input for all key stakeholders. Typically, design development milestones include plans and specifications depicting 35, 65, 95, and 100 percent levels of completion.

At 65 percent design development, First Choice provides the FCPS a guaranteed maximum price (GMP) for reimbursable costs (site development and building construction). The GMP must be an amount that, when added to other project costs noted above, does not exceed the CCL.

Our preliminary CCL is comparable to the FCPS' CIP budget for the capital needs being addressed.

Please see page 39 and 40 for the preliminary cost estimate and cost clarification information.

## 2.B. PLAN FOR THE DEVELOPMENT, FINANCING, AND OPERATION OF THE PROJECT SHOWING THE ANTICIPATED SCHEDULE ON WHICH FUNDS WILL BE REQUIRED. DESCRIBE THE ANTICIPATED COSTS OF AND PROPOSED SOURCES AND USES FOR SUCH FUNDS INCLUDING ANY ANTICIPATED DEBT SERVICE COSTS. THE OPERATIONAL PLAN SHOULD INCLUDE APPROPRIATE STAFFING LEVELS AND ASSOCIATED COSTS. INCLUDE SUPPORTING DUE DILIGENCE STUDIES, ANALYSES, OR REPORTS.

Our proposal does not include project financing as we assume the City of Fredericksburg will issue general obligation bonds for the amount necessary to pay all project costs. We would anticipate the City will benefit from providing funds as they will receive significantly lower interest rates than funding through the private sector. The First Choice team will provide any information and documentation necessary to assist the City in navigating project financing.

The information below reflects our preliminary proportioning of project costs:

- A/E Fees — Reimbursed 80 percent during design phase; 20 percent during construction phase.
- Builders Risk Insurance — Reimbursed 100 percent during Mobilization Phase.
- Performance Bonds — Reimbursed 100 percent during Mobilization Phase.
- Construction Costs — Costs proportioned based on completed work on, invoiced monthly for the duration of construction.
- Contractor Fee — Costs proportioned equally during 16 months project duration.
- Allowances — Proportioned as reimbursable expenses are incurred.



**2.C. ASSUMPTIONS UNDERLYING ALL MAJOR ELEMENTS OF THE PLAN. ASSUMPTIONS SHOULD INCLUDE ALL SIGNIFICANT FEES ASSOCIATED WITH FINANCING GIVEN THE RECOMMENDED FINANCING APPROACH. IN ADDITION, COMPLETE DISCLOSURE OF INTEREST RATE ASSUMPTIONS SHOULD BE INCLUDED. ANY ONGOING OPERATIONAL FEES, IF APPLICABLE, SHOULD ALSO BE DISCLOSED AS WELL AS ANY ASSUMPTIONS WITH REGARD TO INCREASES IN SUCH FEES.**

Please refer to our response in Project Financing 2.B.

**2.D. PROPOSED RISK FACTORS AND METHODS FOR DEALING WITH THESE FACTORS**

First Choice envisions starting design on the new middle school in fiscal year 2021. Construction is shown in fiscal years 2022-2024. Our proposal advances the project to save FCPS time and money in delivery of its new middle school through an established team that has worked with the FCPS, City of Fredericksburg, and each on numerous PPEA projects. We believe it is important to advance the project for two primary reasons:

- To mitigate rising costs due to construction inflation and rising interest rates, and;
- To address modern learning environments and overcrowding

Construction cost inflation has been volatile over the past 12 months. Supply chain issues and shortages of skilled labor has impacted the construction industry. The PPEA approach will provide some flexibility in scheduling bid and work scope packages during the course of construction in order to better align the procurement of scope items with more favorable market conditions should those market conditions emerge.



**2.E. ANY LOCAL, STATE, OR FEDERAL RESOURCES THAT THE PROPOSER CONTEMPLATES REQUESTING FOR THE PROJECT. DESCRIBE THE TOTAL COMMITMENT, IF ANY, EXPECTED FROM GOVERNMENTAL SOURCES AND THE TIMING OF ANY ANTICIPATED COMMITMENT. SUCH DISCLOSURE SHOULD INCLUDE ANY DIRECT OR INDIRECT GUARANTEES OR PLEDGES OF THE SCHOOL BOARD'S CREDIT OR REVENUE.**

Please refer to our response in Project Financing 2.B.

**2.F. THE AMOUNTS AND THE TERMS AND CONDITIONS FOR ANY REVENUE SOURCES**

Please refer to our response in Project Financing 2.B.

**2.G. ANY ASPECT OF THE PROJECT THAT COULD DISQUALIFY THE PROJECT FROM OBTAINING TAX-EXEMPT FINANCING**

Not applicable.

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ABOVE James Monroe High School, Fredericksburg City Public Schools

City of Fredericksburg

New Middle School

9/8/2021

<b>CONSTRUCTION COSTS</b>		Cost Per	
Middle School Building	160800 SF	\$ 287.00	\$ 46,149,600
Sitework	1 LS	\$ 6,803,239.00	\$ 6,803,239
Construction Cost Subtotal			\$ 52,952,839
<b>OTHER COSTS</b>			
Geotechnical study			\$ 50,000
Wetland, stream and nutrient credits			Included
Testing and inspections Allowance (Special Inspections)			\$ 250,000
Arch/Eng/Civil Design Services			\$ 3,509,224
Furniture design services			\$ 85,000
Commissioning services			\$ 100,000
FF&E Allowance (Loose items included in our FF&E List)			\$ 1,768,800
IT/AV Allowance (includes Division 27 & 28 systems other than Wiring for systems, Intercom and fire alarm)			\$ 1,550,000
Equipment Allowance (includes equipment for STEM, Science and Ag Labs)			\$ 75,000
Legal (allowance)			\$ 50,000
Other Costs Subtotal			\$ 7,438,024
<b>OWNER COSTS (NIC)</b>			
Boundary and topographic Survey			\$ -
Utility Connection fees			\$ -
Permitting fees			\$ -
Phone system, computers, copiers, monitors			\$ -
Moving expenses			\$ -
Land acquisition, replatting, rezoning			\$ -
Archaeology			\$ -
Financing expenses			\$ -
Design Builder's Contingency			\$ 1,588,585
<b>TOTAL</b>			<b>\$ 61,979,448</b>

<b>ADDITIONAL COST OPTIONS</b>			
Site lighting to the Football field/track (30 foot Candle)	Allowance	\$	225,000
Green Roof Area	Allowance	\$	150,000
Roller shades in lieu of 1" Aluminum mini blinds for interior and exterior windows	Allowance	\$	60,000
Add 300 lockers for common use in the school building	Allowance	\$	120,000

### COST PROPOSAL CLARIFICATIONS

#### Included Base Bid

The base bid includes the following allowances (furnished and installed):

- display cases (four) — \$10,500
- interior signage — \$35,000
- exterior signage — \$20,000
- visual display — \$60,000
- stage curtains — \$50,000
- stage lighting — \$60,000
- light fixture package (material only)(typical lay ins, recessed can lighting, pendant fixtures in the cafeteria, collaborative areas, library and main street areas) — \$950,000

#### IT/AV Allowance

The IT/AV allowance of \$1,550,000 includes the following systems: (intercom, fire alarm and cabling in base bid).

- clock system (halls only)
- wireless system (for all classroom data/IT)
- gym sound system
- band and choral sound system
- cafeteria/stage sound system
- access control (three locations)
- electronic surveillance (cameras, six exterior, 24 interior)
- data, audio/visual communications (hardwire one per room)

#### Furniture, Fixtures, and Equipment Allowance

The FF&E allowance of \$1,768,800 includes the following items:

- classroom tables and chairs
- library tables and chairs
- library shelving
- cafeteria tables and chairs
- collaborative area furniture
- administration furniture
- music risers and chairs
- art tables and chairs

The equipment allowance of \$75,000 is for any equipment that may be need for the following spaces:

- STEM labs
- science labs

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Project Benefit and Compatibility



### 3.A. WHO WILL BENEFIT FROM THE PROJECT, HOW THEY WILL BENEFIT, AND HOW THE PROJECT WILL BENEFIT THE OVERALL COMMUNITY, REGION, OR STATE

Please see Section 1.E. on page 32 for a discussion of community benefits.

### 3.B. ANTICIPATED PUBLIC SUPPORT OR OPPOSITION, AS WELL AS ANY ANTICIPATED GOVERNMENT SUPPORT OR OPPOSITION, FOR THE PROJECT

Large, publicly-funded, capital projects almost always encounter opposition from some taxpayers who do not support the expenditure and who may not fully appreciate the need for the project. However, a decision by FCPS to construct this project would undoubtedly find support, as well.

### 3.C. STRATEGY AND PLANS TO INVOLVE AND INFORM THE GENERAL PUBLIC, BUSINESS COMMUNITY, AND GOVERNMENTAL AGENCIES IN AREAS AFFECTED BY THE PROJECT

Keeping the Fredericksburg City citizens, parents, and stakeholders informed about capital projects through effective communication is essential to the success of any public building project. Gaining community consensus is an integral part of the planning and design process. Nonetheless, experience has taught us that it is

unrealistic to assume that a school project will be 100 percent accepted by everyone at every step of the way.

Often the need for a new school, its cost, location, impact on neighbors, and other issues can be controversial and subject to criticism. Such criticism is often unjustified or based on inaccurate perceptions. It is wise to be prepared to deal with criticism head-on and create opportunities for open dialog so opposing views can be expressed and accurate information can be shared. Information must be documented and presented clearly, in a straightforward manner, and with sensitivity to a multitude of conflicting concerns and agendas.

Stephen Halsey, who will lead the planning and design effort for the project, has 30 years of experience with K-12 educational design projects. He understands the issues, has extensive experience in communicating with school boards, community leaders, citizens, and has often participated in public presentations and public input forums about proposed facilities.

First Choice will work closely with FCPS to provide information for and assist in preparation of appropriate communication tools to support discussion with local officials, citizens, representatives of local businesses, civic organizations, and governmental agencies and will

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ABOVE Walker-Grant Center, Fredericksburg City Public Schools

assist, as needed, with presentations and meetings with those groups.

Additionally, the following procedures and techniques will be employed to keep project stakeholders up to date on project issues and information.

- **Written Documentation of Discussion and Decisions** — Project meetings and substantive telephone conversations will be summarized in writing, with copies distributed to participants. Decisions made at such meetings will be documented to confirm understanding. Parties responsible for resolving issues will be identified.
- **File Transfers** — Moseley Architects utilizes Newforma software, whereby large electronic files may be uploaded/downloaded for quick and easy exchange between members of First Choice and FCPS. The latest version of project documents are readily available to facilitate optimum coordination. Access is password protected for security.
- **Customized Construction Administration Software** — We will utilize a customized version of Meridian Prolog software to facilitate the construction administration process for the project. The web-based application is essentially a construction-oriented database, which will allow for password-protected access to important information related to the construction process. The First Choice team and FCPS can access this information to maximize effective communication. Reports on the status of critical aspects of the construction process (e.g., project contacts, status of submittals, “hot lists” of urgent issues) can be readily created and accessed to provide information necessary to deal with issues quickly and effectively as they occur, or simply to check on the status of a particular issue.



**3.D. ANTICIPATED SIGNIFICANT BENEFITS TO THE COMMUNITY, REGION OR STATE, INCLUDING ANTICIPATED BENEFITS TO THE ECONOMIC CONDITION OF THE SCHOOL BOARD AND WHETHER THE PROJECT IS CRITICAL TO ATTRACTING OR MAINTAINING COMPETITIVE INDUSTRIES AND BUSINESSES TO THE SCHOOL BOARD, FREDERICKSBURG CITY, OR THE SURROUNDING REGION**

FCPS’ desire for a new, modern middle school, a school rich in spaces that support collaboration, student exploration, and career and technical curriculum will provide tremendous benefits to families, communities, and businesses in the Fredericksburg area. The opening of a new and modern school facility demonstrates to the community a commitment on the part of FCPS to provide modern, state-of-the-art instructional environments for its teachers, students, and staff. Modern school facilities have been shown through numerous studies to improve student performance and teacher morale, both of which will result in this school community being attractive to families and businesses considering locating to Fredericksburg.

ABOVE James Monroe High School, Fredericksburg City Public Schools



**3.E. COMPATIBILITY WITH THE LOCAL COMPREHENSIVE PLAN, LOCAL INFRASTRUCTURE DEVELOPMENT PLANS, THE CAPITAL IMPROVEMENTS BUDGET, OR OTHER GOVERNMENT SPENDING PLAN**

Our proposal provides for design and construction of a new middle school. It is not an “economic development project” per se, although it generates a number of jobs during construction. The proposed project is neither compatible nor incompatible with local, regional and state economic development plans.

**3.F. PARTICIPATION EFFORTS THAT ARE INTENDED TO BE UNDERTAKEN IN CONNECTION WITH THIS PROJECT WITH REGARD TO THE FOLLOWING TYPES OF BUSINESSES: (I) MINORITY-OWNED BUSINESSES, (II) WOMAN-OWNED BUSINESSES, AND (III) SMALL BUSINESSES.**

The First Choice team is strongly committed to an effort to include small and minority owned businesses in the development and construction of this project. Our team has a record of achieving minority participation goals on our projects.

First Choice is committed to aligning its utilization of small, women-owned, and minority-owned (SWAM) businesses as subcontractors and vendors whenever feasible in all of its work for both public and private projects. Helping to support SWAM businesses is good for the construction industry by increasing the group of

talented contractors, in addition to providing essential social and economic diversity opportunities.

English Construction Company will implement a SWAM plan to identify and utilize (i) small businesses, (ii) women-owned businesses, and (iii) minority-owned businesses. This plan is successfully being utilized on numerous projects through the company. English Construction Company's efforts in implementing this plan are to attract prime, first tier, and second tier contractors, including minority business participants (most of the project team is already familiar with many local and SWAM contractors). In addition to the SWAM plan, First Choice will also strive to attract local businesses and further boost the city's economy.

The First Choice team will strongly encourage all qualified minority subcontractors to bid various trades.

Initiatives to reach SWAM contractors will include:

- advertising for all trades in the local newspapers in the City of Fredericksburg and surrounding areas, the Virginia Department of Minority Business Enterprise (DMBE) database;
- notifications through faxes, emails to SWAM firms;
- notifications in local plan rooms;
- sponsoring SWAM events, as appropriate.

These ads will encourage small, women-owned, and minority-owned businesses to participate.

English Construction will also assist interested SWAM firms in obtaining appropriate insurance coverage and bonding requirements. Should non-minority subcontractor be utilized, we will request that they assume part of the responsibility of meeting or exceeding contractual SWAM participation goals.

ABOVE Lafayette Upper Elementary School, Fredericksburg City Public Schools

**EXHIBIT 2**

**GENERAL CONDITIONS**

**to**

**COMPREHENSIVE AGREEMENT**

**between**

**THE FREDERICKSBURG CITY SCHOOL BOARD, VIRGINIA**

**and**

**FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC**

**for**

**DESIGN AND CONSTRUCTION**

**of**

**NEW MIDDLE SCHOOL BUILDING**



## Design-Build Institute of America - Contract Documents

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## Article 1

### General

#### 1.1 Mutual Obligations

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

#### 1.2 Basic Definitions. (Capitalized terms not otherwise defined herein shall have the meaning as defined in the Comprehensive Agreement).

**1.2.1** *Agreement* refers to the executed Comprehensive Agreement between Owner and Design-Builder.

**1.2.2** *Basis of Design Documents* are Design-Builder's Conceptual Phase Proposal and Design-Builder's Detailed Phase Proposal, the latter taking precedence over the former in the event of any conflict between them.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** Omitted.

**1.2.6** *Designer* is a qualified, licensed design professional who is an employee of Design-Builder or is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Designer, but is retained by the Designer or employed or retained by anyone under contract to Designer, to furnish design services required under the Contract Documents.

**1.2.7** *Final Completion* means completion of all of the Work in conformance with the Contract Documents, as described in Section 2.4.2, and other Contract Documents, including without limitation any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2 but not including warranty items.

**1.2.8** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes,

epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God.

**1.2.9** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

**1.2.10** *Omitted.*

**1.2.11** *Omitted.*

**1.2.12** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.13** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, standards, requirements, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation the most current Virginia Uniform Statewide Building Code, Virginia and the federal Americans with Disabilities Act, and any submission required by Virginia law to the Virginia Department of Education. All publications and other documents (such a manuals, handle codes, standards, and specifications) cited to in this Agreement for the purpose of establishing requirements applicable to equipment, materials, or workmanship are hereby incorporated by reference in this Agreement.

**1.2.14** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.15** *Site* is the land or premises on which the Project is located.

**1.2.16** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18** *Substantial Completion or Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents, including an occupancy permit, and punch list (other than cosmetic items), so that it may be utilized and can be used for all of its intended uses, including that the

Project is ready to accept move-in by the Owner and all life/safety items are operational, and other items that are critical in nature are complete.

**1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

### **1.3 Additional Definitions.**

**1.3.1** *Contract Cost Limit ("CCL")* is the initial limit established as the time of execution of this Agreement on total amounts payable to the Design-Builder under this Agreement absent a Change pursuant to this Agreement. CCL is further defined in Article 13 of the Comprehensive Agreement.

**1.3.2** *Contractor or Prime Construction Contractor* means Design-Builder or, where appropriate, the entity to which the Design-Builder subcontracts its responsibility for the construction portion of the work under the agreement. If Design-Builder has proposed the Construction Contractor for the Project in its proposals to the School Board, Design-Builder shall use Construction Contractor for the Project unless the School Board in its sole discretion approves otherwise in writing.

**1.3.3** *Defect, Defective, or Deficient* is an adjective or noun which when modifying or referring to the word Work refers to Work or any part thereof that is unsatisfactory, faulty, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standards, tests or approvals referred to in the Contract Documents.

**1.3.4** *Drawings and Specifications* mean the surveys, drawings and specifications that Design-Builder causes to be prepared for the Project that are approved by the Owner, Designer and Design-Builder.

**1.3.5** *Fixed Fees* mean the amounts payable to the Design-Builder as specified in Comprehensive Agreement Article 13 for the Services in addition to Reimbursable Costs.

**1.3.6** *Guaranteed Maximum Price ("GMP")* means the amount established as the maximum amount payable to the Design-Builder absent a Change and as further defined in Article 13 of the Comprehensive Agreement.

**1.3.7** *Land* means the real property depicted on the Site Plan attached as Exhibit P to the Comprehensive Agreement.

**1.3.8** *Person(s) or person(s)* means any individual, partnership, joint venture, association, joint-stock company, corporation, limited liability company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other legal entity.

**1.3.9** *Project Schedule* means the schedule for design and construction of the Project, which, in its initial version, is set forth in on the Project Schedule Milestones attach as Exhibit G to the Comprehensive Agreement.

**1.3.10** *Reimbursable Costs* mean the amounts payable to the Design-Builder as specified in Comprehensive Agreement Article 13 for the Services in addition to the Fixed Fees.

**1.3.11** *Requisition* means an application for payment in the form attached as Exhibit F to the Comprehensive Agreement.

**1.3.12** *Scope of Work* means all the work and materials for the Project required by this Agreement to be provided by Design-Builder, and that may be required to result in a fully functional and properly operating Project, and all of which shall be provided by Design-Builder within the GMP, which will be set forth in an amendment to the Comprehensive Agreement, except as may be modified by any Change.

**1.3.13** *Services* means all pre-construction and development services and all architectural and engineering design, procurement and construction services related to the Project furnished by Design-Builder, including, without limitation, all labor, services, materials and facilities, and all other things that are required to provide for the development of the Site and the design, construction and equipping of the Project so that such Project is properly completed. Services are a part of the Work.

**1.3.14** *Unusually Severe Weather* means weather that impacts major Work activities on the critical path of the Project and deviates significantly from that which could be reasonably expected due to the time of year or as compared to standard averages for the area as compiled through the NOAA or other authorized local sources.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Comprehensive Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete

the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Design-Builder shall prepare and submit a schedule in accordance with Supplemental Condition, Section 8.1, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within forty-five (45) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

**2.1.5** The Design-Builder or its Prime Construction Contractor shall perform on the Site with its own organization, work equivalent to at least 10% of the total amount of Work to be performed under this Agreement. The percentage of Work required to be performed by the Design-Builder or its Prime Construction Contractor may be reduced with written approval of the Owner's Representative.

## **2.2 Design Professional Services.**

**2.2.1** It is understood and agreed that this Agreement includes design services. Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Designer or Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Design-Builder further represents that the structural, electrical, mechanical and other engineering disciplines provided for the design of the Project will be under the direct supervision of licensed professional engineers who are registered in Virginia or who are persons in responsible charge of an engineering firm registered in Virginia. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession

practicing under similar conditions on projects of similar complexity at the same time and in the Commonwealth of Virginia.

## **2.4 Design Development Services.**

**2.4.1** Subject to Section 2.3.1, Design-Builder is responsible to Owner for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by the Design-Builder's design professionals under this Agreement. Design-Builder must, without any changes to the CCL, GMP or schedule, correct any errors or deficiencies in any of the designs, drawings, specifications, and other Services, all at no costs to the Owner, and, provided that such errors or deficiencies do not arise out of, or as a result of, information or directives furnished by Owner or Owner's Representative, and further provided, that because of such errors or deficiencies the Work does not conform to the requirements of this Agreement. Design-Builder shall, consistent with Article 11 of the Comprehensive Agreement, prepare the interim design submissions described therein which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Licenses, Government Approvals, Permits and Responsibilities.**

**2.6.1** Except as **may be otherwise provided for in the Agreement**, Design-Builder shall identify and obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

**2.6.3** Design-Builder is responsible for all injury to persons or damage to property that occurs as a result of its actions. Design-Builder must take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Design-Builder is responsible also for all materials delivered and Work performed until completion and acceptance by Owner of the entire construction Work. There shall be no mark-up on any permit or other costs paid for by the Owner for the items covered by the allowances.

**2.6.4** Design-Builder shall demonstrate compliance with all environmental permits and regulations identified in the Contract Documents and/or as may be required by law prior to, and during construction.

**2.6.5** Design-Builder shall comply with all state and local building code requirements.

**2.6.6** Design-Builder shall pay all fees and charges for temporary connections to outside services and for use of property outside the Site, subject to reimbursement as provided by Article 13.b of the Comprehensive Agreement. The Owner will directly pay for permanent utility connection fees for the facility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and in a good and workmanlike manner and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** On a daily basis during the progress of the work, Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

**2.7.7** The Design-Builder must give personal superintendence to the Work either in person or by having a foreman or superintendent on the Prime Construction Contractor's or Design-Builder's payroll, approved by the Owner's Representative, with authority to act on behalf of the Design-Builder, on the Site at all times Work is in progress.

**2.7.7.1** A minimum of one such superintendent must be provided on Site to be responsible for coordinating, directing, inspecting, and expediting the Work of the Prime Construction Contractor and its subcontractors.

**2.7.7.2** It is contemplated that all construction Work at the Site will be performed during normal working hours, between the hours of 7:00 a.m. until 5:00 p.m., Monday through Friday, local time, unless otherwise specified in this Agreement. Work performed by the Design-Builder at its own volition outside such normal working hours shall be at no additional expense to the Owner. The Design-Builder's material and equipment deliveries must not interfere with the arrival or departure of Owner employees, staff and visitors to existing facilities. The School Board may upon written request from Design-Builder waive or modify this requirement in its sole and exclusive discretion.

**2.7.8** The Design-Builder must refer requests received from occupants of buildings included in the immediate Work area to change the hours of Work, including anticipated cost and schedule impact, to the Owner's Representative for consideration of a possible Change Order.

**2.7.9** The Design-Builder shall submit a daily construction report by close of business of the following working day on a form provided by or approved by the Owner's Representative or other form customarily used in the industry. The report shall indicate the number of people by trade or craft, and the type and location of Work. The report shall include subcontractors, safety and quality violations observed, corrective measures taken to correct the violations, and other information requested by the Owner's Representative. The Owner's Representative may modify the requirements of this report as the Project progresses.

**2.7.10** The Owner's Representative may, in writing, require the Design-Builder to remove from the Work any employee of the Design-Builder, or any subcontractor or its employee, the Owner's Representative reasonably deems incompetent, careless, or otherwise objectionable. The Design-Builder shall immediately remove from the Work any employee or any subcontractor or its employee so designated. However, if Design-Builder does not agree with such action, the Design-Builder may within 3 days request the Owner to review and make a decision on the matter, which decision shall be final.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-

Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of suitable grade for the purpose intended, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder shall provide a list of extended warranties at 100% design that Design-Builder is providing, or will be providing, or is or will be assigning from manufacturers and which shall be in addition to the warranty mentioned above. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion. Design-Builder will also use commercially reasonable efforts to include provisions in the Specifications, that such warranties do not contain any limitation on liability, any reduction of the applicable statute of limitations, any indemnity requirements from the Owner, any venue or forum selection clause other than the City of Fredericksburg, Virginia, or any requirement for mediation or arbitration.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific

warranty included in the Contract Documents. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction, including reasonable attorney's fees. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

**2.10.4** Design-Builder shall obtain each transferable guarantee or warranty of equipment, materials, or installation that is furnished by any manufacturer or installer in the ordinary course of the business or trade. Design-Builder shall obtain and furnish to the Owner all information required to make any such guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Owner in sufficient time to permit the Owner to meet any time limit requirements specified in the guarantee or warranty or, if no time limit is specified, before completion and acceptance of all Work under this Agreement.

**2.10.5** Owner, by accepting any warranties or guarantees under this Agreement, does not waive any legal right or remedy that Owner otherwise may have for breach of this Agreement and/or for breach of any such warranties or guarantees.

## **2.11 Use of Premises**

**2.11.1** The Design-Builder, the Prime Construction Contractor, and any subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while on the Site as shown in Exhibit P to the Comprehensive Agreement and shall perform the Work required under this Agreement so as not to unreasonably interfere with the conduct of Owner's business or use and occupancy by Owner.

**2.11.2** As permitted by the site conditions, the Design-Builder shall separate its personnel, the Prime Construction Contractor's personnel, and subcontractors' personnel from

Owner visitors, employees, and Owner property not involved in the Project. The Design-Builder shall cordon off the construction area using barricades or other means to achieve this separation.

**2.11.3** Any requests received by the Design-Builder from occupants, or occupants in the area, to change the sequence of Work shall be referred to the Owner's Representative.

**2.11.4** The Design-Builder, any subcontractors, and their employees will not have access to any Owner facility outside the scope of this Agreement without permission of the Owner's Representative.

**2.11.5** Where available, Design-Builder may use utility services of the building only if the Owner's Representative determines sufficient capacity is available to support the Work and confirms such determination in writing. Design-Builder, Prime Construction Contractor, or subcontractor employees may not use the toilet facilities. No cleaning of tools, including painting equipment/brushes, is permitted in the toilet or janitorial facilities.

**2.11.6.** Design-Builder shall provide a Site Utilization Plan for Owner review at the time of the 65% development submission. Such plan should show access points, traffic control, storage of materials, phasing, lay down areas, fenced and protected areas, and mobile office locations at a minimum.

## **2.12 Design-Builder's Additional Obligations**

**2.12.1** Unless otherwise specified, or unless directed otherwise by the Owner's representative in writing, the Design-Builder shall provide heat as necessary to protect all Work, materials, and equipment against injury from dampness and cold, and in the case of information technology equipment requiring the same, air conditioning, to protect it from heat and humidity.

**2.12.2** Design-Builder's on-site superintendent must be able to speak, read, and write English to the extent necessary to permit reasonable communication with Owner personnel.

**2.12.3** Where the Construction Documents permit Design-Builder to propose substitute materials, items, systems, or equipment, the selection of such options is subject to the following conditions:

**.1** Once a substitute has been selected and approved by the Owner's Representative, it must be used for the entire Project unless the Design-Builder has proposed, and Owner's Representative has approved, the substitute for a limited application.

**.2** Design-Builder must coordinate its selection with the Plans and Specifications and the Designer.

**.3** Substitutions proposed by Design-Builder shall be at no increase to the GMP.

**2.12.4** Except with the Owner's Representative's prior written approval, Design-Builder agrees not to refer in its commercial advertising to imply in any manner that the Owner endorses its products.

**2.12.5 Survey Monuments and Benchmarks.**

**.1** Except as otherwise provided in Section 3.2, the Design-Builder will establish such general reference points, for written approval by the Owner's Representative, as will enable the Design-Builder to proceed with the Work. The Design-Builder shall provide new monuments where shown or specified. If the Design-Builder finds that any previously established reference points have been destroyed or displaced, or that none have been established, the Design-Builder shall promptly notify the Owner's Representative.

**.2** The Design-Builder must protect and preserve established benchmarks and monuments and make no changes in locations without the written approval of the Owner's Representative. Established reference points that may be lost, covered, destroyed, or disturbed in the course of performance of the Work under this Agreement, or that require shifting because of necessary changes in grades or locations, must (subject to prior approval of the Owner's Representative) be replaced and accurately located or relocated (as appropriate) by a licensed engineer or licensed land surveyor.

**.3** New monuments will be six (6) inches square by three (3) feet deep (unless otherwise specified), of concrete or stone, with a 3—inch copper or brass pin, 3/8—inch in diameter, in the center, and must be set flush with the ground or pavement in locations indicated on the Site Plan.

**.4** Monuments will not be required where lines of buildings are coincident with property lines.

**.5** The Design-Builder shall verify the figures shown on the survey and Site Plan before undertaking any construction Work and will be responsible for the accuracy of the finished Work.

**.6** After completion of construction and before final payment, the Design-Builder must furnish the Owner blueprints (in triplicate) of plans showing the exact location of construction survey monuments with reference to true property lines.

**2.12.6** Design-Builder agrees to participate in groundbreaking ceremonies at a time specified by the Owner.

### **Article 3**

#### **Owner's Services and Responsibilities**

##### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

##### **3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, record drawings of any existing structures at the Site;  
and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

### **3.3 Financial Information.**

**3.3.1** At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for permits, approvals, licenses, government charges and inspection fees as required for utility fees and general site and building permit fees.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

### **3.7 Site Visits.**

**3.7.1** The Owner from time to time during construction may desire to conduct groups of guests on visits to the Site of the Work. These tours will be authorized by the Owner's Representative or his/her appointed representative. In such event the Design-Builder shall

cooperate by providing reasonable access to and posting signs to give notice of dangerous areas, providing hard hats, and making such other arrangements for the safety and convenience of the guests as may be required. The Owner's Representative shall give the Design-Builder as much advance notice of any such visits as is practical and to the maximum practicable extent shall schedule any such visits so as not to interfere with the progress of the Work.

### **3.8 Examination of Records**

**3.8.1** The Owner and its authorized representatives shall, during the Project and until three (3) years after final payment under this Agreement, have access to and the right to audit, copy and/or examine any pertinent books, documents, papers, or other records of the Design-Builder involving any transactions or items related to Reimbursable Costs under of this Agreement.

**3.8.2** The Design-Builder agrees to include in all subcontracts under this Agreement, to the extent commercially reasonable, and to have its Prime Construction Contractor include in all its subcontracts a provision to the effect that the Owner and its authorized representatives will, until three (3) years after final payment under this Agreement, have access to and the right to audit, copy, and/or examine any pertinent books, documents, papers, or other records of the Prime Construction Contractor and subcontractors involving any transactions or items related to the Work performed for which payment is made to Design-Builder and further providing that such individuals shall otherwise comply with the provisions contemplated by this Section 3.8. The term subcontract as used in this clause excludes Subcontracts for public utility services at rates established for uniform applicability to the general public.

**3.8.3** For the purposes of this Section 3.8, the Design-Builder agrees to provide Owner, at no cost to the Owner, adequate and appropriate work space at the offices of the Prime Construction Contractor in order to conduct such examinations.

**3.9 Ownership of Work Product.** Ownership of work product shall be determined as provided in Article 5 of the Comprehensive Agreement:

**3.9.1** Owner may use the Work Product in connection with Owner's occupancy and use of the Project, including for maintenance and repairs, future renovations, and expansions, and for any other purpose Owner deems appropriate. Such Work Product is not intended or expected to be suitable for use on other projects. Owner shall not provide Work product to any other entity for use on other projects, subject to State law, except for renovations or expansions to this project. Such use of Work Product by Owner or any other person to whom the Owner has furnished such Work Product shall be at the user's sole risk of liability and without liability or legal exposure to Design-Builder, Designer, Prime Construction Contractor, or any of their subcontractors and consultants, or any of their officers or employees.

**3.9.2** Design-Builder shall include in its contract with its Designer and have included in contracts with any design professionals providing any services for this Project provisions that

require all design professionals providing any services for the Project to agree to this Section 3.9, and Design-Builder shall indemnify, defend and hold harmless Owner and its agents, employees, architects, engineers, consultants and contractors from any claim of copyright infringement by any Person based upon Owner's use of the Work Product pursuant to this Section 3.9 for this Project.

**3.9.3** Nothing in this Section 3.9 shall be deemed to relieve Design-Builder or any Designers providing services through Design-Builder of their obligation under this Agreement that all design and design services provided for this Project shall conform to the applicable standard of care defined herein for the Designer providing such design or services.

### **3.10 Partial Occupancy Does Not Constitute Acceptance**

**3.10.1** The Owner's Representative reserves the right of partial occupancy or use of facilities, services, and utilities, before final acceptance, without implying completion or acceptance of any part of the Project by the Owner. Before such occupancy or use, the Owner's Representative must furnish the Design-Builder an itemized list of Work remaining to be performed or corrected. Failure to list an item will not relieve the Design-Builder of the responsibility for complying with the terms of the Contract Documents. Responsibility for damage to the Work within the partially occupied area shall be transferred to the Owner for any such partial occupancy or use.

**3.10.2** Costs incurred and delays to the completion of the Project as a direct result of such partial occupancy or use of facilities, services, and utilities are subject to equitable adjustment under Section 9 hereof.

### **3.11 Owner Property.**

**3.11.1** The Owner will provide access to Design-Builder and all rights needed for the Work to the Land.

**3.11.2** Title to the Land and tangible Owner Property will remain with the Owner even if incorporated in or affixed to property not owned by the Owner. The Design-Builder may use the Land and tangible Owner Property only in connection with this Agreement. The Design-Builder must maintain adequate property control records in a form acceptable to the Owner's Representative and must make them available for Owner inspection upon request. Owner represents that it will obtain good title to the Land (the real property described in Exhibit P) subject to easements and other items of record and the authority to authorize Design-Builder contractors to perform work on such Land provided the Design-Builder complies with all applicable laws, ordinances, and regulations regarding work on such Land and obtains all required permits and licenses for such Work. The Land shall be made available to Design-Builder with the notice to proceed with the construction Work.

**3.11.3** Upon delivery of the tangible Owner Property (other than the Land) to the Design-Builder, the Design-Builder assumes the risk and responsibility for its loss or damage, except:

1. For reasonable wear and tear;
2. To the extent property is consumed in performing the Agreement; or
3. As otherwise provided in the Contract Documents.

**3.11.4 Changes in Owner-Furnished Tangible Property**

1. By written notice, the Owner's Representative may; (a) decrease the Property provided or to be provided by the Owner under this Agreement; or (b) substitute other Owner owned Property for the Property to be provided by the Owner, or to be acquired by the Design-Builder for the Owner under this Agreement. The Design-Builder must promptly take any action the Owner's Representative may direct regarding the removal and shipping of the Property covered by this notice.

2. In the event of any decrease in or substitution of Property pursuant to Subparagraph d.1 above, or any withdrawal of authority to use Property provided under any other contract or lease, or failure of Owner to make Land or tangible property available in a timely manner which Property the Owner had agreed in this Agreement to make available, the Owner's Representative, upon the Design-Builder's written request, or if substitution causes a decrease in the cost of performance, on the Owner's Representative's own initiative, may equitably adjust any contractual provisions affected by the decrease, substitution, late delivery or withdrawal, in accordance with the "Changes" clause.

**3.11.5** The Design-Builder must maintain and administer a program or system acceptable to the Owner's Representative for the utilization, maintenance, repair, protection, and preservation of Owner Property until it is disposed of in accordance with this Section 3.11.

**3.11.6** The Owner, and any persons designated by it, shall at reasonable times have access to premises where any Owner Property is located for the purpose of inspecting it.

**3.11.7** Within forty-five (45) calendar days after Notice to Proceed with construction, the Design-Builder must submit a schedule to the Owner's Representative, in an acceptable format and giving desired dates for delivery of items and Property furnished by the Owner. Approved dates of delivery must be confirmed by the Owner's Representative in writing. Approved dates of delivery must be confirmed by the Design-Builder thirty (30) calendar days prior to scheduled delivery. The Design-Builder must submit a written report to the Owner's Representative within forty-eight (48) hours after receipt, noting any shortages or damage to the Owner-furnished Property, other than for the Land.

**3.11.8** If Owner-furnished equipment is to be installed and is not on the construction site, the Owner will make separate arrangements to provide delivery to the site. Any costs to

Design-Builder for labor associated with loading or unloading this Owner-furnished equipment will be negotiated.

**3.11.9** Upon Substantial Completion, the Design-Builder shall follow the Owner's Representative's instructions regarding the disposition of all Owner Property not consumed in performing this Agreement or previously returned to the Owner. The Design-Builder shall prepare for shipment, deliver f.o.b. origin, or dispose of the Owner Property, as directed or authorized by the Owner's Representative. The net proceeds of any such disposal will be credited to award amounts due Design-Builder or will be paid to the Owner as directed by the Owner's Representative.

### **3.12 Owner Property Furnished "As Is".**

**3.12.1** The Owner makes no warranty whatsoever with respect to the Land and tangible Owner Property furnished "as is" except that such Property is in the same condition specified in the solicitation as when inspected by the Design-Builder pursuant to the solicitation or (if not inspected by the Design-Builder) as when last available for inspection under the solicitation.

**3.12.2** The Design-Builder may repair any Property made available to the Design-Builder "as is." Repair will be at the Design-Builder's expense except as otherwise provided in this clause. Such Property may be modified at the Design-Builder's expense, but only with the written permission of the Owner's Representative. Any repair or modification of Property furnished "as is" does not affect the title of the Owner.

**3.12.3** If there is any change (between the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation) in the condition of tangible Owner Property furnished "as is" that will adversely affect the Design-Builder, the Design-Builder must, upon receipt of the Property, notify the Owner's Representative of that fact, and (as directed by the Owner's Representative) either (1) return the Property at the expense of the Owner or otherwise dispose of it, or (2) effect repairs to return it to the condition it was in when inspected under the solicitation, or (if not inspected) as it was when last available for inspection under the solicitation. Upon completion of (1) and (2) above, the Owner's Representative, upon written request from the Design-Builder, may equitably adjust any contractual provisions affected by the return, disposition, or repair, in accordance with the "Changes" clause. The foregoing provisions for adjustment are exclusive, and the Owner is not liable for any delivery of Owner Property furnished "as is" in a condition other than that in which it was originally offered.

**3.12.4** Except as otherwise provided in this section, tangible Owner Property furnished "as is" is governed by this Section 3.12 of this Agreement.

## Article 4

### Hazardous Conditions and Differing Site Conditions

#### 4.1 Hazardous Conditions.

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Designer, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts

they may be liable.

## **4.2 Differing Site Conditions.**

**4.2.1** Design-Builder has been provided access to the Site and has caused a geotechnical engineer selected by it to conduct a geotechnical investigation to its own satisfaction of physical and subsurface conditions at the site.

**4.2.2** Concealed or latent physical conditions or subsurface conditions at the site that (i) materially differ from conditions that would reasonably be anticipated by the Design-Builder, in the exercise of ordinary care and skill in interpreting such geotechnical engineer's report, on the basis of a geotechnical investigation conducted with the care and skill ordinarily used by members of the geotechnical engineering profession practicing in the Commonwealth of Virginia under similar conditions at the same time, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."

**4.2.3** If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to: (i) an adjustment in the Contract Price in the amount of 50% of the actual, reasonable costs incurred; and (ii) an adjustment to the Contract Time(s) to the extent Design-Builder's time of performance is adversely impacted by the Differing Site Condition.

**4.2.4** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the differing Site Condition has been substantially disturbed or altered.

**4.2.5** No claim of the Design-Builder for any subsurface or latent conditions or any other differing site conditions will be allowed unless the Design-Builder has given the written notice and otherwise complied with the requirements of this Section 4.2.

### **Article 5**

**Omitted.**

### **Article 6**

**Payment**

## **6.1 Schedule of Values.**

**6.1.1** Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

## **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Comprehensive Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be consistent with Project Schedule, and be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied as to the quantity, value and delivery of such equipment and materials and that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's certification that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier. This paragraph does not: (i) relieve Design-Builder of responsibility to protect and safeguard materials and Work for which payment has been made or for restoration of any damaged Work; or (ii) waive the right of the Owner to require fulfillment of all terms of the contract Documents.

## **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder

must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

#### **6.4 Omitted**

#### **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Designer and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Designers and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof. Design-Builder agrees to comply with the provisions of Virginia Code Section 2.2-4354 regarding payments to others.

#### **6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to 200% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above,

(ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Comprehensive Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## Article 7

### Indemnification

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

**7.1.5** This clause must be included in all subcontracts that include design services of any type under this Agreement.

#### **7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence

to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

#### **7.4 Design-Builder's General Indemnification.**

**7.4.1** Design-Builder, to the fullest extent permitted by law, shall indemnify, and hold harmless Owner, its Board, Board Members, officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of Design-Builder, Designer, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** If an employee of Design-Builder, Designer, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its Board, Board Members, officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

#### **7.5 Omitted.**

### **Article 8**

#### **Time**

#### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence, and diligently pursue, the performance of the Work and achieve the Contract Time(s) in accordance with Article 8 of the Comprehensive Agreement and the Project Schedule.

#### **8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed in the performance of the Work on the Project Critical Path due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment

of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events.

### **8.3 Design-Builder's Notice of Delay.**

**8.3.1** Immediately, and in no event later than fifteen (15) days after it first believes an event may give rise to or result in a Change due to any delay under this Comprehensive Agreement, Design-Builder shall so notify the Owner's Representative in writing. The notification must identify the difficulties, the reasons for them and the estimated period of delay anticipated. Failure to give such notice in substantial compliance with this Article 8.3 will waive any right by Design-Builder to make a claim based upon such delay. Such notice shall be a condition precedent to Design-Builder's right to pursue any claim for an adjustment to payment or schedule based upon such delay.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders.**

**9.1.1** The Owner may at any time, without notice to any sureties, make a Change, including, without limitation, one that: (i) changes the Drawings and Specifications (including drawings and designs); (ii) changes the method or manner of performance of the Work; (iii) changes the Owner-furnished facilities, equipment, materials, services, or site; (iv) directs acceleration in the performance of the Work; or (v) implements other changes referred to in this Agreement. A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. **Design-Builder shall not proceed with any Change until the Owner has executed and delivered a Change Order.**

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for any material reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.1.4** Any other written or oral order, direction, instruction, interpretation, or determination from the Owner or the Owner's Representative that causes a change to the Scope of Work or its time of performance will be treated as a Work Change Directive, allowing a change in compensation or schedule only if (1) the Design-Builder gives the Owner's Representative written notice promptly, but not later than within twenty one (21) calendar days, of the receipt by Design-Builder or the Prime Construction Contractor whichever has first receipt of such order, direction, instruction, or determination, stating (i) the date, circumstances, and source of the order, direction, instruction or determination, and (ii) that Design-Builder regards the order, direction, instruction or determination as a Change, and (2) Design-Builder does not incur additional costs attributable to such order, direction, instruction or determination without first receiving a Change Directive from Owner, unless waiting for a Change Directive is unreasonable under the circumstances. Such notice is a condition precedent to any such claim. Except as provided in this Article 9, no order, direction, instruction, interpretation, determination, statement, or conduct of the Owner's Representative may be treated as a Change or entitle the Design-Builder to any adjustment in compensation or schedule.

**9.1.5** If any Change under this Article adds to or increases the Scope of Work, other than minor changes, and causes an increase or decrease in Design-Builder's cost of, or the time required for, the performance of any part of the Work under this Agreement, the Owner shall issue a Change Order or Change Directive for such Change. However, no claim for any Change shall be allowed for which Design-Builder' has not complied in all material respects with the requirements of Article 9 as well as all other requirements of this Agreement. No claims will be allowed for Drawings or Specifications prepared by or for Design-Builder and not in conformance with this Agreement. The GMP shall be decreased for any Owner requested reduction to the Scope of Work. After approval of final Drawings and Specifications, except for the correction of errors and omissions, Design-Builder shall not make or allow any changes in the Drawings or Specifications, including drawings and designs, without approval of the Owner's Representative.

**9.1.6** The GMP shall be adjusted for overruns and underruns in any allowances as agreed to by the parties in writing in accordance with this Article 9 of the General Conditions and with Article 13 of the Comprehensive Agreement. Items covered by allowances shall be supplied for such amounts (without markup except as otherwise noted) and by such persons or entities as required to perform the Work, but Design-Builder shall not be required to employ persons or entities to whom Design-Builder has reasonable objection. Unless otherwise provided in this Agreement, (1) allowances shall cover the cost to Design-Builder of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts but no other costs; (2) Design-Builder's cost for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the GMP but not in the allowances; and (3) whenever costs covered by (1) are more or less than allowances, the GMP shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs covered by (1) and the allowances. Materials and equipment under an allowance shall be

selected by the Owner's Representative in sufficient time to avoid delay in the Work.

## **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

## **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

## **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

### **Article 10**

**Omitted**

### **Article 11**

**Omitted**

### **Article 12**

#### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 5 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

### **Article 13**

**Omitted.**

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**Design-Build Institute of America**  
1331 Pennsylvania Ave. NW, 4<sup>th</sup> Floor  
Washington, DC 20004

(202) 682-0110  
[dbia@dbia.org](mailto:dbia@dbia.org)

**Exhibit # 3**

**SUPPLEMENTAL CONDITIONS**

**Comprehensive Agreement  
for the Design and Construction of a  
New Middle School Building  
Fredericksburg City School Board  
and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

**SUPPLEMENTAL CONDITIONS**

**to**

**COMPREHENSIVE AGREEMENT**

**between**

**THE FREDERICKSBURG CITY SCHOOL BOARD**

**and**

**FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC**

**for**

**DESIGN AND CONSTRUCTION**

**of**

**NEW MIDDLE SCHOOL BUILDING**

**PROJECT**

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## **SC Article 1 General**

### **SC 1.1 The Work**

#### **1.1.1. Work/Specifications.**

- a. Design-Builder shall furnish all necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to fully and properly perform the Project in a good and workmanlike manner in accordance with the Contract Documents and within the Project Schedule, time being of the essence for this Project.
- b. The Owner requires that Design-Builder perform a complete and satisfactory job in accordance with the Contract Documents.
- c. All Work not specifically described in the Contract Documents, yet required to produce a fully functional and properly operating project shall be provided even though every item or minor detail for the proper installation or successful operation of the entire Work is not mentioned in the Contract Documents.
- d. The Design-Builder acknowledges and agrees that it has taken into account in its proposal the requirements of the Contract Documents, local conditions, availability of material, equipment, labor, and any other factors which may affect the performance of the Work. The Design-Builder agrees and warrants that it will properly and fully complete the Work not later than the time period or date indicated for completion.

**1.1.2. Conditions Affecting The Work.** The Design-Builder is responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or its costs, including, but not limited to available parking and staging areas and existing building materials and components. Any failure by the Design-Builder to reasonably ascertain the conditions affecting the Work does not relieve the Design-Builder from responsibility for successfully performing the Work without additional expense to the Owner. Each party assumes no responsibility for any representations concerning conditions made by any of its officers, employees or agents before execution of this Agreement unless such representations are expressly stated in the Agreement.

#### **1.1.3. Interpretation and Precedence of Construction Documents.**

- a. The Contract Documents are intended to be complementary and to be interpreted in harmony to avoid conflict if this can reasonably be accomplished.
- b. The following rules regarding correlation and intent of the Contract Documents are first to be employed in the event of any inconsistency, conflict, or ambiguity: (1) Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, is of like effect as if shown or mentioned in both; (2) In case of conflicts between Plans and Specifications, the Specifications will govern; (3) In case

of a difference between small and large-scale drawings, the large-scale drawings will govern; (4) Schedules on any contract drawing take precedence over conflicting information on that or any other contract drawing; (5) On any of the drawings in which a portion of the Work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will apply also to all other like portions of the Work.

## **SC Article 2**

### **Design-Builder's Services and Responsibilities**

#### **SC 2.1. Subcontractors.**

- a. Design-Builder may subcontract any portion of the Services to be performed hereunder, but Design-Builder shall not thereby be relieved of any of its obligations set forth herein. Design-Builder may subcontract the construction Work to a contractor ("Contractor" or "Prime Construction Contractor"). Design-Builder shall use the Prime Construction Contractor proposed in its proposals unless the Owner, in its sole discretion, approves otherwise in writing. Design-Builder shall furnish to the Owner's Representative, for its information, not later than ten (10) days before the date scheduled for issuance of the notice to proceed with construction, a list of all Persons being considered to be subcontractors to the Prime Construction Contractor. The Owner's Representative shall, within five (5) days of receipt of this list, notify Design-Builder in writing if it has any objection to any such subcontractor. A failure to notify Design-Builder within this five-day period shall not waive the right of the Owner's Representative to later object to any proposed subcontractor for cause. The receipt of such list shall not require the Owner's Representative to investigate the qualifications of any listed subcontractor.
- b. If so requested, prior to performing any Work on the Project, the Contractor and subcontractors shall provide copies of their current licenses to the Owner's Representative. Design-Builder shall ensure that all such subcontractors shall be properly licensed and authorized to do business in Virginia and the City of Fredericksburg, shall have the proper insurance coverage, and shall comply with all state, federal, and local laws, including obtaining any necessary business licenses. The Design-Builder shall comply with Title 54.1, Chapter 11, of the Code of Virginia, with respect to licensure of itself and all subcontractors employed to work on the Project. The Design-Builder represents that it has verified that all subcontractors hold all required state and local licenses. The Design-Builder will verify that any additional subcontractors employed to work on the Project, subject to initial verification, hold all required state and local licenses. Design-Builder is required to submit the Contractor's Certification as to Licensure of Subcontractors Form to the Owner. This constitutes a material part of the Design-Builder's Agreement with the City.
- c. Subcontractors shall not be changed without the written approval of the Owner's Representative.

- d. Design-Builder further agrees that it is as fully responsible to the Owner for the acts and omissions of its subcontractors, suppliers, and invitees on the jobsite and of persons either directly or indirectly employed by them, as the Design-Builder is for the acts and omissions of Persons directly employed by it.
- e. Nothing in this Agreement may be construed to create any contractual relationship between any subcontractors and the Owner. The divisions or sections of the Specifications are not intended to control Design-Builder in dividing the Work among subcontractors or to limit the Work performed by any trade.
- f. Design-Builder is responsible to the Owner for acts and omissions of its own employees, of subcontractors and their employees, and any other person providing Work on the Project through Design-Builder. Design-Builder is also responsible for the coordination of the Work of the trades of subcontractors.
- g. The Owner will not undertake to settle any differences among Design-Builder, the Prime Construction Contractor, the Designer, and any subcontractors of any of them.

## **SC 2.2 Preparation of Plans and Specifications**

Based upon the Scope of Work and/or requirements furnished by the Owner in writing and included herein, Design-Builder shall prepare the complete contract working Plans and Specifications. All design submissions for this Project shall be made in both paper drawing/document form and AutoCAD electronic file form compatible with Owner's CAD system. The minimum scale for building drawings shall be 1/8 inch = 1 foot except for small scale drawings of the floor plan of the entire building with space tabulation. Design submissions shall be made as outlined in the Comprehensive Agreement, Article 11. The Owner review and/or approval period shall be in accordance with the Project Schedule Milestones.

## **SC 2.3 Scheduled Submittals**

- a. Upon receipt of a scheduled submittal by Design-Builder for the Owner's review and approval, the Owner shall provide its approval, conditional approval or a single consolidated list of exceptions within the period of time specified in the Project Schedule.. If a submittal is not specified, in this Agreement, the period for review shall not exceed ten (10) work days. Acceptance of a particular scheduled submittal(s) shall be deemed made by the Owner if the Owner's Representative has not delivered a consolidated list of exceptions prior to the expiration of the applicable period for review. Upon receipt of any "conditional" approval, work shall proceed on the approved portions of the Work and a re-submittal of the conditional Work will be submitted, or not submitted, as directed.

- b. Upon receipt of a consolidated list of exceptions from the Owner's Representative regarding any submittal, Design-Builder shall change or correct, and redeliver the submittal to the Owner's Representative within the period of time specified in the Schedule Milestones, or within ten work (10) days if not specified. The Owner's Representative shall then provide Design-Builder its approval or single consolidated list of exceptions within five work (5) days. Any re-review after 35% Design Development approval shall strictly confine itself to the corrections or changes relative to the original consolidated list of exceptions. All exceptions taken at any time must be relative only to the requirements set forth in this Agreement and identify the area of non-compliance.

#### **SC 2.4 Samples**

- a. **Sample Approval.** After issuance of the notice to proceed with construction, the Design-Builder shall furnish to the Owner's Representative samples required by the Specifications or by the Owner's Representative, for the Owner Representative's approval. The Owner's review and approval shall not be unreasonably withheld, conditioned, or delayed and shall be made in a time frame so as not to delay the Design-Builder or Contractor. Samples shall be delivered to the Owner's Representative as specified or as directed. The Design-Builder shall prepay all shipping charges on samples. Materials or equipment for which samples are required may not be used in the Work until the Owner's Representative approves them in writing. Approval of a sample is only for the characteristics or use named in the approval and may not be construed to change or modify any requirement of the Contract Documents. Substitutions are not permitted unless approved in writing by the Owner's Representative.
- b. **Labels.** Each sample must be labeled to show:
  - i. Name of Project building or facility, Project title, and contract number;
  - ii. Name of Design-Builder and (if appropriate) Prime Construction Contractor and subcontractor;
  - iii. Identification of material or equipment, with specification requirement;
  - iv. Place of origin; and
  - v. Name of producer and brand (if any).
- c. **Markings.** Samples of finish materials must have additional markings that will identify them under the finish schedules.
- d. **Cover Letter.** The Design-Builder shall mail, under separate cover, a letter, in triplicate, submitting each shipment of samples and containing the information required in this SC 2.4.

The Design-Builder shall also enclose a copy of that letter with the shipment and fax or send a copy to the Owner's Representative on the Project.

- e. Use of Samples. Approved samples not destroyed in testing will be sent to the Owner's Representative at the Project. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work must match the approved samples. Samples not destroyed in testing and not approved will be returned at the Design-Builder's expense if the Design-Builder so requests in writing at the time of submission.
- f. Failure. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this Agreement, any further samples of the same brand or make of that material. The Owner reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service as determined in Owner's sole discretion.
- g. Testing. Samples of materials or equipment delivered on the site or in place may be taken by the Owner's Representative for testing. Failure of a sample to meet the requirements of the Contract Documents may void previous approvals of the item tested. The Design-Builder shall replace materials or equipment found not to have met requirements of the Contract Documents, unless Owner, in its sole discretion, elects to accept an equitable downward adjustment to the GMP in lieu of such replacement.
- h. Cost of Testing.
  - i. The Design-Builder shall pay for all costs of construction testing, including sampling, field tests, laboratory tests, and inspection services as required by the specifications. The Design-Builder shall provide written reports of observations, recommendations, and testing activities as the Project progresses. Design-Builder shall make a written report on a biweekly basis to the Owner. All tests pertaining to physical or chemical properties of materials must be made in a laboratory approved by the Owner's Representative. The Design-Builder shall include all applicable tests required by ASTM in the specifications. The specifications will also include all tests and inspections required by Codes and Standards.
  - ii. The Owner will pay for the costs of special inspections and any additional tests the Owner deems necessary. However, if such tests indicate that the workmanship or materials used by the Design-Builder are not in conformance with the Construction Documents, approved shop drawings, or the approved materials, the Design-Builder shall pay for the tests and/or re-tests and remove all Work and material failing to conform, and replace with Work and materials in full conformity, without additional cost to the Owner, and to the Owner's satisfaction.
  - iii. The Design-Builder shall provide a listing in the specifications of all testing, inspections, and special inspections required by the building commissioner.

- iv. The special inspections scope of work may include, but is not limited to sampling, field tests, laboratory tests, inspection services to verify soil classifications, moisture density of soils, observation of subgrades to receive compacted structural fill for building and pavement support, observation of pavement subgrades to receive compacted base course material, observation of fill placement and field density testing, observation of footing subgrades to evaluate suitable bearing, observation of concrete pours, field concrete slump testing, air content testing, molding of concrete cylinders, laboratory curing and compression testing of concrete, observation of steel installation, ultra-sonic testing of steel moment connections, steel weld testing and any other tests required by standards or codes referenced in the specifications to include, but not limited to IBC, IEC, IPC ASTM, ACI, PCI, AISC, NFPA, of NEC, etc. It shall also include reporting to the Owner and Design-Builder the status of the testing bi-weekly or at a schedule established by the Owner's Representative.
  - v. If such tests indicate that the workmanship or materials used by the Design-Builder are not in conformance with the Construction Documents, approved shop drawings, or the approved materials, the Design-Builder shall pay for the re-tests. The Design-Builder shall remove all Work and material failing to conform, and replace with Work and materials in full conformity, without additional cost to the Owner, and to the Owner's satisfaction.
- i. Inventory of Samples. The Design-Builder shall maintain an inventory of all approved samples until final Inspection of the Project. Such samples shall be available to Owner for additional viewing, inspection and testing, as deemed necessary by the Owner, at reasonable times.

## **SC 2.5 Measurements, Drawings, Specifications**

### **2.5.1. Requirement for Verification of Measurements/On Site Documents.**

- a. The Design-Builder shall keep at the site copies of the Contract Documents and shall at all times give the Owner's Representative and any designated representative access to them.
- b. When the word "similar" appears on the Plans, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the Work.
- c. In case of discrepancy either in figures, Plans, or Specifications, the matter must be promptly submitted to Designer, who shall provide a determination in writing, for approval by the Owner's Representative in writing. Any adjustment by the Design-Builder without such approval will be at the Design-Builder's own risk and expense. The Design-Builder shall

furnish from time to time such detailed Plans and other information as may be deemed reasonably necessary by Owner's Representative.

**2.5.2. Plans and Specifications requirements.** The following requirements apply to Design-Builder's responsibility to cause the Plans and Specifications to be properly prepared:

- a. Required technical Specifications shall be prepared in accordance with the applicable standards. Specifications must be complete, concise, and reasonably free of repetition and ambiguity. Care must be exercised to avoid specifying the same Work in more than one section and to avoid duplication or conflict with the general provisions, special provisions, and the Plans.
- b. The Specifications shall be submitted on 8-1/2"x11" sheets in 3-ring binders for ease in adding addendum.
- c. If guide specifications are not furnished, typical specifications developed and used by the Designer in general practice shall be used in preparing contract Specifications. The CSI Format for Construction Specifications, CSI Document MP-2A, shall be used in the arrangement of Project Specifications.
- d. Testing to establish compliance with the Contract Documents for critical items or critical portions of the Work shall be specified as the Design-Builder's responsibility, subject to Supplemental Condition Section 2.4.g. Testing shall be consistent with that required under standard commercial practices as approved by Owner's Representative and/or the local building officials. Any testing requirements specified do not limit the Owner from having additional testing and inspection performed in Owner's discretion.
- e. Submittals such as shop drawings, samples, and certificates shall be specified as necessary to establish compliance with the Contract Documents for critical portions of the Work. The Design-Builder should not require submittals for minor commercial items or for items of marginal value. The Design-Builder shall include in the mechanical and electrical sections the extent of a manufacturer's literature, rating data, performance curves, spare part lists, and shop drawings that must be furnished for review and approval before procurement.
- f. The Specifications shall require the Design-Builder to make tests of heating and air conditioning systems, as installed, to demonstrate that the equipment will perform as required. The results of the tests are to be submitted before the final inspection. Manufacturer's representatives may be required for inspection, start-up, and instructions in the operation and maintenance of equipment and the Design-Builder shall ensure their presence for such purposes if requested by the Owner. Commissioning may be provided by the Owner and the Design-Builder shall cooperate with the commissioning agent providing all documentation and demonstrations required.

- g. The Specifications shall require that the Design-Builder furnish manufacturer's manuals, spare parts lists, diagrams, instructions, performance data, curves, and shop drawings as approved for major items of equipment to be installed in the Work.
- h. All required Plans shall be prepared and furnished as reproducible tracings. All final Plans must be 8-1/2"x11", 11"x17", 18"x24", 24"x36", or 30"x42", trim-to-trim, with Owner title block, graphic scale, and metric conversion table. Drawing methods and quality must permit satisfactory, clear, and legible one-half (1/2) size reproduction. Lettering on the Plans will not be smaller in height than .12 (1/8) inch freehand or .10 inch mechanical.
- i. All final Plans shall be detailed as necessary for efficient execution of the construction Work. They must conform to the above general requirements and the requirements previously stated. All original Plans must be prepared at an adequate scale to properly present the design data development including detailed features. Drawing scales for buildings or structures smaller than 118-inch = 1'-0" are not permitted without prior written approval of the Owner's Representative.
- j. The electrical design must be separated into two Plans, when necessary to avoid congestion: one devoted to the power, receptacle, telephone, fire alarm and intercommunication systems, and the other to lighting. Similarly, the plumbing and heating/air conditioning must be separated, when necessary to avoid congestion. A minimum scale of 1/4-inch = 1'-0" must be used for all details of areas of congestion such as mechanical rooms, toilet rooms, and the like, and as may otherwise be reasonably designated by the Owner's Representative. Drawing scale for site, utility, or other related Work outside five foot building line), including details (engineer's) must clearly and adequately reflect the design data developed. Plans must be organized and provide appropriate details of the site Work (layout, grading, paving, and drainage) and the utilities (water, sewer, gas, power, and communications) separate from the building and/or structure Plans.
- k. All design submissions prepared using CADD support shall be accompanied by electronic files of the submission in AutoCAD, in a version compatible with the Owner's computer system which uses Autodesk® Architectural Desktop.
- l. Any discrepancies in figures, Plans, Specifications, or submittals shall be promptly resolved by the Design-Builder. Design-Builder shall immediately notify the Owner's Representative of any discrepancies in such Plans and/or Specifications and confirm such notice in writing within five (5) calendar days.
- m. The Specifications shall include, to the satisfaction of the Owner, training of Owner's personnel on the operation and maintenance of systems and equipment. In addition, the Specifications shall include, to the satisfaction of the Owner, the development and submittal of operations and maintenance manuals, to include three (3) copies of each such document.

- n. Design-Builder shall be responsible for making all changes in the Work necessary to adapt and accommodate any equivalent product or item that it uses. The necessary changes shall be made at the Design-Builder's sole expense.
- o. The Design-Builder shall, as requested by the Owner's Representative, provide all design calculations, which may include, but are not limited to, structural steel, mechanical, electrical, plumbing and civil calculations.

### **2.5.3 Shop Drawings, Submittals, Coordination Drawings, and Schedules.**

- a. The Design-Builder shall submit to the Owner's Representative, in triplicate, a schedule listing all items that will be furnished for review and approval no later than thirty (30) days after Owner's final approval of Plans and Specifications. For example, the schedule must include shop drawings and manufacturer's literature, test procedures, test results, certificates of compliance, material samples, and special guarantees, etc. The schedule must indicate the type of item, contract requirement reference, the Design-Builder's scheduled date for submitting the above items, identification of the first scheduled activity and projected needs for approval answers to support procurement or installation. In preparing the schedule, reasonable time will be allowed for review, approval, and possible re-submittal. Also, the scheduling shall be coordinated with the approved construction progress chart. The Design-Builder must revise and/or update the schedule as the Owner's Representative reasonably directs. Such revised schedule must be made available to the Owner's Representative for monitoring.
- b. The Design-Builder shall submit to the Owner's Representative shop drawings, coordination drawings, and schedules for approval as required by the Specifications or requested by the Owner's Representative, as follows:
  - i. Shop drawings shall include fabrication, erection, and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
  - ii. Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be reviewed, signed and submitted in reproducible form with three prints made by a process approved by the Owner's Representative. Upon approval, the reproducible form will be returned to the Design-Builder who shall furnish the number of additional prints, not to exceed ten. The Design-Builder shall submit shop drawings in catalog, pamphlet, and similar printed form in a minimum of four copies plus as many additional copies as the Design-Builder may desire or need for the use of subcontractors.
  - iii. Approval by the Owner's Representative is to validate conformance with the owner's intent, and does not relieve the Design-Builder from any design liability for the approved submittals.

- c. Before submitting shop drawings on the mechanical and electrical Work, the Design-Builder shall obtain the Owner's Representative's written approval of lists of mechanical and electrical equipment and materials as required by the Specifications.
- d. The Design-Builder must check the drawings and schedules and coordinate them (by means of coordination drawings whenever required) with the Work of all trades involved before submission, indicating approval on them. Drawings and schedules submitted without evidence of subcontractors/trades' approval may be returned for resubmission.
- e. Each shop drawing or coordination drawing must have a blank area 5 x 5 inches, located adjacent to the title block. The title block must display:
  - i. Number and title of drawing;
  - ii. Date of drawing or revision;
  - iii. Name of Project building or facility;
  - iv. Name of Design-Builder and, if appropriate, of Subcontractor submitting drawing;
  - v. Clear identity of contents and location on the Work;
  - vi. Project title and contract number; and
  - vii. A unique 9 digit alphanumeric transmittal number containing the Specification number (5 digits), sequence number (3 digits), and iteration letter (1 digit) clearly identifying the stage of the submittal process.
- f. Unless otherwise provided in this Agreement, or otherwise directed by the Owner's Representative, shop drawings, coordination drawings, and schedules must be submitted by Design-Builder sufficiently in advance of construction requirements to permit fourteen (14) calendar days, excluding delivery time to and from the contractor, for checking and appropriate action by the Designer. Such items shall be submitted to the Owner's Representative (2 copies) for review concurrently with the Designer's review.
- g. Except as otherwise provided in Subparagraph h. below, approval of drawings and schedules will be general and may not be construed as:
  - i. Permitting any departure from the requirements of the Contract Documents; or
  - ii. Relieving the Design-Builder of responsibility for any errors, including details, dimensions, and materials.
- h. If drawings or schedules show variations from the requirements of the Contract Documents because of standard shop practice or for other reasons, the Design-Builder must clearly describe the variation in the letter of transmittal. If acceptable, the Owner's Representative

may approve any or all variations and issue an appropriate Change Order. If the Design-Builder fails to describe these variations, it is not relieved of the responsibility for executing the Work in accordance with the Contract Documents, even though the drawings or schedules have been previously approved.

- i. Shop drawings, samples, color schedules, catalog cuts, construction schedule, etc. submitted to Owner's Representative must first be reviewed by the Designer to verify compliance with the Construction Documents. The Owner's Representative reserves the right to review building shop drawings, and formwork and falsework drawings. Such submittals shall be only in response to a specific request by the Owner's Representative.
- j. The Design-Builder shall prepare and submit equipment room layout drawings and drawings of areas where the equipment proposed for use could present interface or space difficulties. Room layout drawings must conform to the requirements established for drawings. Layouts must be submitted within forty (40) calendar days after completion of final construction drawings. Submittals describing the various mechanical and electrical equipment items which are to be installed in the areas represented by the layout drawings must be assembled and submitted concurrently and accompanied by the room layout drawings. Room layout drawings must show all pertinent structural and fenestration features and other items such as cabinets required for installation and which will affect the available space. All mechanical and electrical equipment and accessories must be shown in scale in plan and also in elevation and/or section in their installed locations. Duct work and piping also must be shown. Equipment room layout designs must ensure all equipment is accessible for maintenance, repair and replacement.
- k. All shop drawings, ductwork drawings, and sprinkler drawings must be on 30" by 42" sheets to fit the size of the Project Plans.
- l. At the completion of the Project, updated ductwork drawings and sprinkler drawings must be submitted as part of the "As-Built" drawings submission.
- m. All certificates required for demonstrating proof of compliance of materials with Specification requirements, including mill certificates, statements of application, and extended warranties, must be executed in quadruplicate and furnished to the Owner's Representative. It is the Design-Builder's responsibility to review all certificates to ensure compliance with the requirements of the Contract Documents and that all affidavits are properly executed prior to submission to the Owner's Representative. Each certificate must be signed by an official authorized to certify on behalf of the manufacturing company. Each certificate must contain the name and address of the manufacturer, the Project name and location, and the quantity and date(s) of shipment or delivery to which the certificate(s) apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the date(s) of the tests to which the report applies. Certification shall not be construed as relieving the Design-Builder from furnishing satisfactory material, if, after test(s) are performed on selected sample(s), the material is found not to meet the specified requirements.

n. Designer shall review and take action on all shop drawings and samples. All approvals must be in accordance with the terms of the Contract Documents. Processing will be accomplished in accordance with the following procedure:

i. Prime Construction Contractor shall transmit reproducible copies of shop drawings etc. to the Designer for review. Information copies of the letter of transmittal, clearly identifying shop drawings, etc., shall at the same time be furnished to the Owner's Representative.

ii. As a result of Designer's review, each submittal will be marked by Designer as follows:

"Approved": The fabrication, manufacture and/or construction may proceed providing the Work is in compliance with the Contract Documents.

"Approved as Noted": The fabrication, manufacture and/or construction may proceed providing the Work is in compliance with Designer's notations and the Contract Documents.

"Rejected": No Work shall be fabricated, manufactured or constructed and a new submittal is required. No Work for a submittal marked "C-Action" shall be permitted on site.

iii. The Design-Builder is responsible for obtaining prints of all "Approved" and "Approved as Noted" reproducible shop drawings and distributing them to the field and to the subcontractors. Concurrently, two (2) copies of each print shall be provided to the Owner's Representative.

iv. The Design-Builder is responsible for obtaining copies of all "Approved" and "Approved as Noted" manufacturer's descriptive literature, literature, catalog cuts and brochures and distributing them to the Contractor. Concurrently, two (2) copies of each shall be provided to the Owner's Representative.

v. The Design-Builder is responsible for submitting new shop drawings, brochures and/or samples to replace all "Rejected" items and furnishing two (2) copies to the Owner's Representative.

vi. The Design-Builder is responsible for maintaining the Shop Drawing Log. An updated copy of the Log shall be furnished to the Owner's Representative no less than monthly.

#### **2.5.4. Record "As Built" Drawings.**

a. The Design-Builder shall, during the progress of the Work, keep a master set of prints on the job site (Record or also referred to as "As-Built" drawings) on which is kept a complete,

careful and neat record of all deviations from the Construction Documents made during the course of the Work.

- b. The Design-Builder shall provide the Owner with one, complete, reproducible set of the Construction Documents incorporating the revisions and changes made during construction up to acceptance of the Project. These updated Plans and Specifications shall reflect all changes to the Construction Documents to indicate the “As-Built” conditions, including revisions in site and building area tabulations. These Plans and specifications must be certified as to their correctness by the signature of the Design-Builder and Designer and used in preparing a permanent set of “As-Built” drawings.
- c. In addition to reproducible submissions, the Design-Builder must submit a CADD system electronic file for these “As Built” documents prepared with a CADD system compatible with the Owner’s AutoCAD system.
- d. The Owner reserves the right to review “As-Built” documents at any time during the Project.
- e. The Design-Builder shall forward all “As-Built” drawings, specifications and photographs to the Owner’s Representative not later than thirty (30) calendar days after Project completion.
- f. Any part of the costs associated with the preparation and completion of the “As-Built” drawings will not be paid to Design-Builder by Owner until the As-Built drawings are provided to and approved by the Owner’s Representative.

#### **2.5.5 Spare Parts Data.**

- a. The Design-Builder shall furnish spare-parts data for each different item of equipment furnished. The data must include a complete list of parts and supplies, with current unit prices and sources of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment, or specified to be furnished as part of the Contract Documents, and a list of additional items recommended by the manufacturer to ensure efficient operation for a period of 360 days at the particular installation.
- b. The foregoing does not relieve the Design-Builder of any responsibilities under any of the guarantees specified and/or provided.

#### **SC 2.6 Owner’s Representative Field Office.**

- a. The Field Office for the Owner’s Representative shall be ready for use and occupancy within fourteen (14) days from the construction Notice to Proceed through Final Completion.
- b. The Field Office for the Owner’s Representative shall be located within the construction contractor’s trailer. The Field Office for the Owners Representative shall be 10’ x 8’. The

furniture shall include a plan rack to hold working drawings, padded swivel armchair for 1 representative, two (2) four (4) drawer legal size metal filing cabinets, and one (1) 36" x 30" tack board. Provide temporary utility service, including, but not limited to, water, sewage, trash, electric (generator if needed) and high speed internet service. Provide a high speed internet service, modem and router. Provide restroom and weekly janitorial cleaning and maintenance service, and trash removal and disposal. At the completion of work, or as directed by the Owner's Representative, remove offsite the Field Office and related structures and restore area to the original site condition or as indicated in the Construction Documents.

**SC Article 3**  
**Owner's Services, Rights and Responsibilities**  
[Omitted]

**SC Article 4**  
**Hazardous Conditions and Differing Site Conditions**  
[Omitted]

**SC Article 5**  
**Insurance and Bonds**  
[Omitted]

**SC Article 6**  
**Payment**  
[Omitted]

**SC Article 7**  
**Indemnification**  
[Omitted]

## SC Article 8 Time

### SC 8.1 Construction Schedule/ Progress Chart.

- a. Within ten (10) working days after receiving Notice to Proceed for each phase, the Design-Builder shall prepare and submit to the Owner's Representative a complete detailed design and construction schedule in the form of a electronic file and six (6) copies of a practical progress chart. The schedule shall show the principal categories of work, corresponding with those used in the breakdown on which progress payments are based, the order in which the Design-Builder proposes to carry on the Work, the date on which it will start each category of Work, and the contemplated dates for completion. The design and construction schedule must be in suitable scale to indicate graphically the total percentage of Work scheduled to be in place at any time. The Design-Builder shall use a Critical Path Method (CPM) format. This schedule shall use Primavera Scheduling software (Primavera Contractor P6), with at least 100 activities including sitework, procurement, delivery, commissioning, significant owner activities, and installation of construction materials and equipment. Activities shall be organized by work areas, and work breakdown structure, and shall be fully cost loaded such that the sum of all activities equals the total GMP. An "earned value report" shall be used as the feeder report for the Schedule of Values for the purpose of determining progress payment. No activity shall have a value exceeding \$40,000 dollars, or a duration longer than 10 working days, without prior approval of the Owner's Representative. A critical path shall be developed based on scheduling logic that identifies all successor and predecessor activities and float. Activities of like duration, programmed for different times of the year shall be modified to account for weather that can reasonably be expected by the Design-Builder as indicated in Exhibit L. Activity constraints shall be avoided. Such software and schedule shall be compatible with the Owner's computer system and scheduling software. This will allow the Owner's Representative to efficiently process each pay application in Expedition, using the AIA G702/G703 format where the G703 back up listing will be the Schedule of Values in CSI division format so that the Owner will only be paying for work actually completed by the Design-Builder.

At the end of each progress payment period, or at such reasonable intervals as directed by the Owner's Representative, the Design-Builder shall:

1. Revise the design and construction schedule to reflect any changes in the Work, completion time, or both, as approved by the Owner's Representative;
2. Enter on the design and construction schedule the total percentage of Work actually in place; and
3. Submit three (3) copies of the adjusted design and construction schedule, and a complete electronic update, to the Owner's Representative.

- b. If at any time the Work falls behind the design and construction schedule after taking into consideration any excusable delays as defined General Condition Article 8, Design-Builder shall take such action as necessary to improve progress. The Owner's Representative may require the Design-Builder to submit a revised design and construction schedule demonstrating its proposed recovery plan to make up the lag in scheduled progress. The plan shall show how the Design-Builder shall achieve recovery by increasing resources and/or work times, (if approved by Owner). If the Owner's Representative finds the proposed plan unacceptable, the Design-Builder may be required to submit a new plan. If the new plan submitted is not reasonable, after consultation with the Design-Builder, the Owner's Representative may require the Design-Builder to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, or take other appropriate action, all without increase to the GMP.
- c. Design-Builder shall update the schedule and issue a progress report each month. If after either update has been performed the actual durations of recurring activities are longer than the original durations, the Design-Builder shall issue a written plan that indicates the additional resources to be allocated to those activities showing how they will achieve the planned duration. Alternatively, the durations of all subsequent occurrences of that type of activity shall be increased to reflect actual production, and the Design-Builder shall issue a recovery plan to the Owner's Representative within 10 days showing how the project will get back on schedule.
- d. Failure of the Design-Builder to comply with any of these requirements will be considered grounds for a determination by the Owner's Representative that the Design-Builder is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

#### **SC 8.2 Exception to Completion Schedule and Liquidated Damages.**

In cases where the parties agree in writing that sodding and/or planting and/or specified maintenance thereof is not feasible during the construction period, such Work will be excepted from the completion schedule and the liquidated damages provision of Comprehensive Agreement Article 8. However, such Work must be accomplished or completed during the first sodding and/or planting period or the specified maintenance period following the original completion date within the same number of days originally scheduled for such activity. This shall also include items not contracted to the Design-Builder, but directly contracted by the Owner with other vendors and which is required to complete and provide a fully functional facility; the failure of Owner's other vendors to provide or complete their work shall not affect either Substantial Completion or Final Completion of the Work by Design-Builder.

**SC Article 9**  
**Changes to the Contract Price and Time**

**SC 9.1 Change Order Accounting.**

The Owner's Representative may require Change and Change-order accounting whenever the estimated cost of a Change or series of related Changes exceeds \$50,000. The Design-Builder, for each such Change or series of related Changes, must maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of Work, both changed and not changed, allocable to the Change. The Design-Builder shall maintain such accounts until the parties agree to an equitable adjustment for the Changes ordered by the Owner's Representative or the matter is finally disposed of in accordance with the Dispute Resolution provisions in the Comprehensive Agreement. However, Design-Builder shall continue to work on the Project without any interruption and/or delay.

**SC Article 10**  
**Contract Adjustments and Disputes**  
[Omitted]

**SC Article 11**  
**Stop Work and Termination for Cause**  
[Omitted]

**SC Article 12**  
**Electronic Data**  
[Omitted]

**SC Article 13**  
**Miscellaneous**

**SC 13.1 Inspections and Acceptance**

**13.1.1 Inspection of Professional Services.**

The Owner's Representative may, at any time or place, inspect the services performed and the work products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the

Owner's Representative may reject any services or products that do not meet the requirements of this Comprehensive Agreement. No payment will be due for any services or products rejected under this clause.

### **13.1.2 Inspection and Acceptance.**

- a. Owner inspection and testing of materials and workmanship will be made at reasonable times at the site of the Work or off the site as the Owner's Representative may direct. Off-site inspection or testing does not relieve the Design-Builder of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed Work under the terms of Paragraph f of this section.
- b. The Design-Builder must, without charge, replace any material or correct any workmanship found by the Owner not to conform to the Agreement requirements, unless the Owner consents to accept such material or workmanship with an appropriate adjustment in Agreement price. The Design-Builder must promptly segregate and remove rejected material from the premises.
- c. If the Design-Builder does not promptly replace rejected material or correct rejected workmanship, the Owner may, by contract or otherwise, replace or correct it and charge the cost to the Design-Builder.
- d. The Owner may examine completed Work by removing or tearing it out. The Design-Builder must replace or correct any Work found not to conform to Agreement requirements. If Work is torn out and found to comply with Agreement requirements, the Owner's Representative must make an equitable adjustment for the Services provided for the inspection and replacement of the Work.
- e. The Owner will inspect the Work as soon as practicable after completion.
- f. The Owner may terminate this Agreement for default and seek any remedy allowed by law and/or this Agreement if the Design-Builder does not maintain an acceptable inspection system or follow Owner directions to replace or correct incorrect or defective items, which is material to completion of the Work as required by this Agreement.

### **13.1.3 Technical Supervision.**

- a. Performance of the Work is subject to technical input by representatives of the Owner. Technical input includes suggestions to the Design-Builder which fill in technical details, suggest possible lines of inquiry, or otherwise clarifies the Scope of Work, but do not constitute new scopes of Work.
- b. The Owner reserves the right to use Project Management Support Services (PMSSC) personnel, or other qualified personnel under contract to the Owner, to provide such technical superv1s10n.

#### **13.1.4 Approval of Design.**

- a. The Owner's Representative must approve all final Plans and Specifications. However, phased or fast track construction may commence prior to approval of final Plans and Specifications, provided the Owner's Representative has approved Plans and Specifications covering only that phase of the Work. The Owner's Representative's review will be primarily for general arrangement and compliance with Owner requirements included as part of the Agreement.

Owner's Representative's approval shall not be construed as:

1. Permitting any departure from the Agreement requirements, without specific prior written approval.
  2. Relieving the Design-Builder of responsibility for any errors including, but not limited to, details, dimensions and materials;
  3. Relieving the Design-Builder of responsibility for compliance with all applicable codes of local, state, or federal codes, regulations and laws.
- b. After approval of Plans and Specifications, the Design-Builder shall be responsible for revising Plans and Specifications to correct all deficiencies from requirements of this Agreement. Copies of revised Plans and Specifications will be furnished to the Owner's Representative. There will be no modification to any fee or to the GMP to the Agreement, as a result of corrections of such deficiencies.

#### **13.1.5 Project Closeout.**

Unless specified for an earlier date elsewhere in this Agreement, the Design-Builder must process all documents, changes, claim submissions, complete all Project closeout items, provide warranties, as-built drawings, and submit a final report certifying that this action has been taken not later than seventy-five (75) days after the date of Substantial Completion.

#### **13.1.6 Asbestos Free and Lead-Based Paint Free Certification.**

The Design-Builder must certify that no asbestos-containing building materials or lead-based paints (interior or exterior) were used in this Project. The Design-Builder must include completed and unaltered asbestos free and lead-based paint certifications as a closeout submittal document. The only acceptable alternative for asbestos and lead based paint certification is to conduct a post-construction asbestos and lead paint survey in accordance with AHERA requirements.

### **SC 13.2 Protection of Persons And Property**

### **13.2.1 Accident Prevention.**

- a. All construction and other Work on this Project must be performed in compliance with the Occupational Safety and Health Act of 1970 and with local, state and federal occupational safety and health regulations enforced by an agency of the locality or state under a plan approved by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). Where requirements are different or in conflict, the more stringent requirement will apply.
- b. The Design-Builder shall maintain or require maintenance by the Prime Construction Contractor of an accurate record of exposure data and all accidents incidental to Work performed under this Agreement resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment. The Design-Builder must submit regular Project safety reports, exposure data, and accident reports, as prescribed by the Owner's Representative.
- c. Health and Safety Plans are required as follows:
  - 1. Prior to commencing on-site Work, the Design-Builder must submit to the Owner's Representative, in triplicate, a Health and Safety Plan designed to provide a system by which hazards on the Project site will be controlled to minimize or eliminate occupational injuries or illnesses during performance of the contract.
  - 2. The Health and Safety Plan must state that the Prime Construction Contractor, Designer, and all subcontractors are required to comply with the Design-Builder's Project safety rules and requirements issued under the authority of that program.
  - 3. The Health and Safety Plan must identify, by name, the Design-Builder's representative responsible for the execution of the Project safety program. The Design-Builder's Project safety representative must have the express written authority from the Design-Builder to stop work, to abate hazardous conditions or unsafe practices, and to eject any Design-Builder, Subcontractor, or vendor employees from the Project site for failure to comply with safety requirements.
  - 4. The Health and Safety Plan must include the precautionary measures to be taken to protect Owner staff, employees and the public.
- d. The authority, responsibilities, and duties of the Design-Builder's Project safety representative must be incorporated as part of the written Health & Safety Plan. The safety responsibilities include, but are not limited to, conducting subcontractor construction safety program reviews, conducting employee safety orientation training, conducting weekly safety meetings, conducting daily site safety inspections, auditing Subcontractor safety compliance, and preparing required periodic and special safety reports.

- e. In addition to the general requirements of Health and Safety Standards, the Design-Builder, Designer and Prime Construction Contractor, specifically must comply with applicable OSHA requirements concerning Hazard Communications Standards. Details of the Design-Builder's hazard communications program shall be included in the Health & Safety Plan.

### **13.2.2 Health and Safety Standards.**

- a. In performing this contract, the Design-Builder must:
  - 1. Comply with applicable Occupational Safety and Health Standards promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA).
  - 2. Comply with any other applicable federal, state, or local regulations governing workplace safety to the extent they do not conflict with a. 1 above; however, the more stringent shall apply.
  - 3. Comply with any Owner standard unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.
  - 4. Take all reasonable precautions to protect the safety and health of the Design-Builder's employees, Owner staff, employees, and the public.
- b. The Design-Builder must coordinate its use of existing Owner premises with the Owner's Representative. Subjects of this coordination include the designation of work and storage areas; the extent, if any, of use by the Design-Builder of Owner tools and equipment; the furnishing by the Design-Builder of appropriate signs and barricades to exclude unauthorized personnel from the work areas and to call attention to hazards and dangers; and other matters relating to the protection of Owner staff, employees, property and the public.
- c. Materials, supplies, articles, or equipment manufactured or furnished under this Agreement or order must conform to the Occupational Safety and Health Standards pursuant to the authority of OSHA, and to other safety and health requirements specified in this Agreement or order. When conducting work on existing facilities, the Design-Builder must provide the Owner's Representative copies of Material Safety Data Sheets (MSDS) for any hazardous material, as defined by OSHA's Hazard Communications Standards, to be used on the job.
- d. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U.S. Department of Labor, Occupational Safety and Health Administration.

### **13.2.3 Protection of the Environment, Existing Vegetation, Structures, Utilities, and Improvements**

- a. The Design-Builder shall perform all Work necessary to implement and accomplish a program to prevent environmental pollution during or as a result of construction performed under this Agreement. As a minimum, the Design-Builder's Work must conform to all requirements of applicable federal, state and local law.
- b. The Design-Builder must preserve, protect and maintain all existing vegetation (such as trees, shrubs, and grass), landscape features, athletic fields, and structures on or adjacent to the site of Work that are not to be removed. Care must be taken in removing trees authorized by the Owner's Representative for removal, to avoid damage to vegetation that will remain in place. Any trees or other landscape features scarred or damaged by the Design-Builder's equipment or operations must be restored by the Design-Builder. The Owner's Representative decides what method of restoration must be used and whether damaged trees and/or shrubs will be treated or replaced. The Design-Builder shall use guard posts or barriers as necessary to control vehicular traffic passing close to trees and/or shrubs to remain. Areas disturbed, such as temporary roadways or embankments, must be restored to near natural conditions that will permit the growth of vegetation. Disturbed areas must be graded and filled as required, covered with six inches of topsoil and landscaped as per the Contract Documents.
- c. The Design-Builder shall protect from damage all existing buildings, improvements or utilities at or contiguous to the site of the Work, the location of which is known, and must repair or restore any damage to these facilities resulting from failure to comply with the requirements of this Agreement or to exercise reasonable care in performing the Work. If the Design-Builder fails or refuses to repair such damage promptly, the Owner's Representative may have the necessary Work performed and charge the cost to the Design-Builder, who shall pay such costs to the Owner in a prompt manner.
- d. The Design-Builder shall obtain approval from the Owner's Representative for any temporary roads, embankments and disposal areas not included in Project Specifications or Plans and restore such areas to original conditions, including appropriate landscaping, upon the completion of Work.
- e. Monuments, markers and works of art must be protected. Items discovered that have potential historical or archeological interest must be preserved. The Design-Builder must leave the archeological find undisturbed and must immediately report the find to the Owner's Representative so that the proper authority may be notified. The GMP and time shall be equitably adjusted in accordance with the provisions of this Agreement if the Design-Builder incurs additional cost or time to perform as a result of any such discovery.
- f. Design-Builder shall follow all Environmental Protection Agency, Virginia Department of Environmental Quality and other applicable governmental regulations and guidelines, as to the labeling, use, storage and disposal of "hazardous waste", which shall for the purposes of this agreement be defined as (a) any chemical, substance, material, mixture, contaminant or pollutant now or hereafter defined as a "hazardous substance" under the comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time;

(b) petroleum, crude oil, or any fraction thereof; (c) any pollutant, contaminant, special waste or toxic substance now or hereinafter listed, defined by or subject to regulation under any federal, state or local statute, ordinance, rule, regulation, standard, policy, guidance, permit, order, administrative or judicial decision or pronouncement, previously, currently or hereafter in effect, as amended from time to time, pertaining to health, safety, or the environment, including without limitation, natural resources, environmental regulation, contamination, pollution, cleanup, or disclosure. Design-Builder agrees to indemnify, hold harmless and defend Owner and all Owner's successors, employees, officers, City Council, representatives, and agents from any liability, claim, demand, action, cause of action, suit, loss, damage, injury, expense, cost, settlement, or judgment of any kind or nature including but not limited to demands, fines, remediations, or penalties asserted by any governmental entity, as a result of the treatment, storage, disposal, handling, spillage, leakage, or presence in any form in soils, surface waters, ground-waters, air, or property, of any wastes or "hazardous waste" as defined in this paragraph, at the subject property, caused or to the extent contributed to by Design-Builder or Design-Builder's subcontractors.

#### **13.2.4 Access to Site.**

- a. The Design-Builder's access to the site and use of existing roads will be as agreed to by the Design-Builder and the Owner's Representative including issuing vehicle passes for construction and private vehicles.
- b. Design-Builder shall not permit workers to carry firearms or other deadly weapons onto any Owner construction site or into any facility, including in their personal or construction vehicles. This supersedes any state or local law permitting the carrying of firearms or weapons. Violation of this clause shall be grounds for removal of individuals or contractors from the site or termination for default.

#### **13.2.5 Elevator Work-Qualifications.**

- a. The Design-Builder, Prime Construction Contractor, or the subcontractor whom the Design-Builder uses for performance of the elevator work, must have had at least three (3) years of successful experience in installing and servicing elevators.
- b. In addition, the Design-Builder, the Prime Construction Contractor, or its subcontractor must have installed, on at least two prior projects, elevators comparable to those required for this Project that have performed satisfactorily under conditions of normal use for a period of not less than one (1) year. To be considered comparable, prior installations must have not less than the same number of elevators operating together in one group as the largest number in any group specified for this Project, except that a group of four may be considered comparable to a large group specified for this Project.
- c. A list of the prior comparable installations by the Design-Builder, the Prime Construction Contractor, or its subcontractor, together with the names and addresses of the buildings,

the names of the owners or managers, and any other pertinent information required must be submitted promptly upon request of the Owner.

- d. The names, addresses, experience, and statement of work to be performed by each subcontractor or second-tier subcontractor whom the Design-Builder, Prime Construction Contractor, or the principal subcontractor, as the case may be, will use for performance of minor portions of the installation of elevators must also be submitted promptly upon request of the Owner.
- e. The Owner's Representative may reject the proposed elevator subcontractor if it is determined that it has failed to meet the experience requirements, or if it has been found to have an unsatisfactory record of prior elevator installations. In the case of rejection, the Design-Builder must resubmit another name within ten (10) days for renewed consideration.

**Exhibit # 4**

**PARENT GUARANTEES**

**Comprehensive Agreement  
for the Design and Construction of a  
New Middle School Building  
Fredericksburg City School Board  
and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

EXHIBIT "4"

PARENT GUARANTEES

Comprehensive Agreement

between

The Fredericksburg City School Board, VA

and First Choice

Parent Guarantees are attached (12 pages).

PRIMARY CONTRACTOR'S GUARANTY OF PERFORMANCE

( English )

THIS GUARANTY OF PERFORMANCE (the "Guaranty") IS MADE AS OF  
October 20, 2022, by ENGLISH CONSTRUCTION COMPANY, INCORPORATED, a

Virginia corporation ("English") for the benefit of The Fredericksburg City School Board, Virginia (the "School Board") with respect to certain obligations (as more particularly described herein ) of First Choice Public-Private Partners a Virginia limited liability company ("First Choice") under the Comprehensive Agreement of even date herewith between the School Board and First Choice ( the "Comprehensive Agreement") as a material inducement to the School Board to enter into the Comprehensive Agreement with First Choice and to consummate the transactions contemplated thereby.

English acknowledges that material financial and other benefits may accrue to English in connection with the Comprehensive Agreement and that such benefits constitute full and adequate consideration for this Guaranty.

Section 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Comprehensive Agreement or in the applicable Design-Build Contracts.

Section 2. Performance Guaranty Relating to Bonds, etc. If First Choice fails to perform any covenant or satisfy any condition set forth in Sections 17 or 18 of the Comprehensive Agreement, the Guarantor shall, upon demand in writing by the School Board, promptly furnish or replace any bonds, insurance and/or other security required thereby as necessary to cause First Choice to be in full compliance with the requirements of Sections 17 and 18 of the Comprehensive Agreement, in each case solely to the extent that the failure of First Choice to perform such covenant or satisfy such condition results from a failure by the Guarantor to perform Construction Work (as hereinafter defined) under any construction contract between First Choice and the Guarantor in relation to the Project (each a "Construction Contract").

Section 3. School Board's Recourse to Guarantor as Third-Party Beneficiary of Construction Contracts.

(a) The Guarantor shall be liable to the School Board as an intended third party beneficiary of each Construction Contract. The Guarantor shall include in each such Construction Contract provisions (x) stating that the School Board is an intended third-party beneficiary of such Construction Contract, (y) allowing assignment of such Construction Contract by First Choice to the School Board for no additional consideration upon any default thereunder, and (z) providing that if First Choice has defaulted under such Construction Contract prior to its assignment the School Board shall not be liable for any such default and, after assignment, the Guarantor shall remain liable to perform for the benefit of the School Board notwithstanding any such default. As to each such Construction Contract, the provisions referred to in clauses (x), (y) and (z) of this Section 3 (a) shall be deemed to be automatically incorporated therein, notwithstanding any failure to include them expressly.

(b) If First Choice defaults under the Comprehensive Agreement or any Design-Build Contract with the School Board relating to the Project, or if First Choice defaults on any Construction Contract with the Guarantor with respect to the Project (which default in each case is continuing after the expiration of any applicable grace period) and if the School Board elects to exercise its assignment rights under Section 3(a) above, then the Guarantor agrees to continue to perform under its Construction Contract for the benefit of the School Board, provided that the School Board continues to pay all amounts when due under the terms of such Construction Contract. The School Board shall pay for any Work (as defined in each Construction Contract and referred to herein as the "Construction Work") performed by the Guarantor prior to this assignment except for amounts, if any, previously received by First Choice from the School Board but not in full to the Guarantor.

Section 4. Guaranty of Certain Warranty and Indemnification Obligations. The Guarantor hereby unconditionally guarantees each of the warranty and indemnification obligations of First Choice under Section 12 of the Comprehensive Agreement under Sections 2.9 and 2.10 and Article 7 of the General Conditions, and under the corresponding provisions of the Design-Build Contracts, in each case solely to the extent that the failure of First Choice to perform such obligations results from a failure by the Guarantor to perform Construction Work under the Construction Contracts.

Section 5. Cross Default. The Guarantor agrees that any material breach by the Guarantor of its obligations to the School Board under this Guaranty shall be deemed to be a material breach by First Choice under the Comprehensive Agreement  
Fredericksburg Middle School

Comprehensive Agreement and the Design-Build Contracts relating to the Project. Any such breach, if it remains uncured for 45 days (or such longer period as may be permitted by Section 15(b) of the Comprehensive Agreement) after the School Board has sent written notice of such breach to First Choice, with a copy to the Guarantor, shall entitle the School Board in its discretion, to terminate the Comprehensive Agreement and any Design-Build Contract with First Choice as the City may elect upon written notice.

Section 6. Notices. All notices and demands by any party under this Guaranty shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage paid, return receipt requested and addressed as follows:

To Guarantor:	English Construction Company, Inc. P.O. Box P-7000 615 Church Street Lynchburg, Virginia 24505 Facsimile No. : (434) 845-0306 Telephone No. : (434) 845-030 1 Attention: Alex Amos
With copies to:	A. Douglas Dalton President and CEO English Construction Company, Incorporated P.O. Box P-7000 615 Church Street Lynchburg, Virginia 24505 Facsimile No.: (434) 845-0306 Telephone No.: (434) 845-0301
	First Choice Public-Private Partners: Stephen Halsey 3200 Norfolk Street Richmond, VA 23230 Fascimile No.: (804) 355-5690 Telephone No.: (804) 794-7555
School Board	Dr. Marceline Catlett, Superintendent Fredericksburg School Board, Virginia Fredericksburg, Virginia Fascimile No.: Telephone No.:

Any party may, upon prior notice to the other party, specify a different address for the giving of notice. Notices shall be effective one day after sending if sent by overnight courier or three days after sending if sent by certified mail, return

receipt requested.

Section 7. Severability. If any provisions of this Guaranty shall for any reason be held invalid or unenforceable, to the full extent permitted by law, such invalidity or unenforceability shall not affect any other provisions hereof, but this Guaranty shall be construed as if such invalid or unenforceable provision had never been contained herein.

Section 8. Assignment. Neither this Guaranty nor any of the rights, interest or obligations hereunder shall be assigned or delegated by the Guarantor without the prior written consent of the Fredericksburg School Board, Virginia, which may be withheld in its sole and absolute discretion. This Guaranty shall be finding upon the Guarantor and its successors and any permitted assigns and shall insure to the benefit of the Fredericksburg School Board, Virginia and its successors and assigns.

Section 9. Guarantor's Obligation Separate from Moseley Guaranty. This Guaranty and the Guaranty being prepared by Moseley Architects P.C. ("Moseley Guaranty") are intended to be complementary, together providing performance assurances for certain obligations of First Choice to the Fredericksburg School Board, Virginia under the Comprehensive Agreement and the Design-Build Contracts. However, the School Board acknowledges and agrees that the obligations of the Guarantor hereunder are separate and distinct from the obligations of Moseley Architects, P.C. under the Moseley Guaranty and the Guarantor expressly disclaims any responsibility for matters covered by the Moseley Guaranty.

Section 10. Entire Agreement. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

Section 11. Governing Law. This Guaranty shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

ENGLISH CONSTRUCTION COMPANY, INCORPORATED

By: \_\_\_\_\_

William A. Amos, Project Executive

Accepted and Agreed:

FREDERICKSBURG CITY SCHOOL BOARD

By: \_\_\_\_\_

Its: \_\_\_\_\_

## DESIGNER'S GUARANTY OF PERFORMANCE

(Moseley)

THIS GUARANTY OF PERFORMANCE (The Guaranty) IS MADE AS OF October 20, 2022, By MOSELEY ARCHITECTS P.C., a Virginia Professional Corporation ("Moseley") for the benefit of the School Board of Fredericksburg, Virginia (The "City") with respect to certain obligations (as more particularly described herein) of First Choice Public-Private Partners: Walker Grant School, LLC, a Virginia limited liability company ("First Choice") under the Comprehensive Agreement of given date herewith between the School Board and First Choice (the "Comprehensive Agreement") as a material inducement to the School Board to enter into the Comprehensive Agreement with First Choice and to consummate the transactions contemplated thereby. Moseley Architects acknowledges that material financial and other benefits may accrue to Moseley in connection with the Comprehensive Agreement and that such benefits constitute full and adequate consideration for this Guaranty.

Section 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Comprehensive Agreement or in the applicable Design-Build Contracts.

Section 2. Performance of Guaranty Relating to Bonds, etc. If First Choice fails to perform any covenant or satisfy any condition set forth in Section 18 of the Comprehensive Agreement, the Guarantor shall, upon demand in writing by the City, promptly furnish or place any bonds, insurance, and/or other security required thereby as necessary to cause First Choice to be in full compliance with the requirements of Section 18 of the Comprehensive Agreement, solely to the extent that the failure of First Choice to perform such covenant or satisfy such condition results from a failure by the Guarantor to perform Designer Services (as hereinafter defined) under any designer contract between First Choice and the Guarantor in relation to the Project (each a Designer Contract).

Section 3. City's Recourse to Guarantor as Third-Party Beneficiary of Designer Contracts.

- (a) The Guarantor shall be liable to the School Board as an intended third-party beneficiary of each Designer Contract. The Guarantor shall include in each such Designer Contract provisions (x) stating that the School Board is an intended third-party beneficiary of such Designer Contract, (y) allowing assignment of such Designer Contract by First Choice to the School Board for no additional consideration upon any default thereunder, and (z) providing that if First Choice has defaulted under such Designer Contract prior to its assignment, the School Board shall not be liable for any such default and, after assignment, the Guarantor shall remain liable to perform for the benefit of the School Board notwithstanding any such default. As to each such Designer Contract, the provisions referred to in clauses (x), (y), and (z) of this Section 3(a) shall be deemed to be automatically incorporated therein, notwithstanding any failure to include them expressly.
- (b) If First Choice defaults under the Comprehensive Agreement or any Design-Build Contract with the School Board relating to the Project, or if First Choice defaults on any Designer Contract with the Guarantor with respect to the Project (which default in each case is continuing after the expiration of any applicable grace period) and if the School Board elects to exercise its assignment rights under Section 3(a) above, then the Guarantor agrees to continue to perform under its Designer Contract for the benefit of the City, provided that the School Board continues to pay all amounts when due under the terms of such Designer Contract. The School Board shall pay for any Services (as defined in each Designer Contract and referred to herein as the "Designer Services") performed by the Guarantor prior to the assignment except for amounts, if any, previously received by First Choice from the School Board but not paid in full to the Guarantor. After the assignment, the Guarantor shall continue to perform under such Designer Contract for the City's benefit so long as the School Board continues to pay all other amounts when due under the terms of such Designer Contract.

Section 4. Guaranty of Certain Warranty and Indemnification Obligations .

The Guarantor hereby unconditionally guarantees each of the warranty and indemnification obligations of First Choice under Section 1 1 of the Comprehensive Agreement, under Sections 2.9.1 and Article 7 of the General Conditions, and under the corresponding provisions of the Design-Build Contracts, in each case solely to the extent that the failure of First Choice to perform such obligations results from a failure by the Guarantor to perform Designer Services under the Designer Contract.

Section 5. Cross Default. The Guarantor agrees that any material breach by the Guarantor of its obligations to the School Board under this Guaranty shall be deemed to be a material breach by First Choice under the Comprehensive Agreement and the Design-Build Contracts relating to the Project. Any such breach, if it remains uncured for 45 days (or such longer period as may be permitted by Section 15(b) of the Comprehensive Agreement) after the School Board has sent a written notice of such breach to First Choice, with a copy to the Guarantor, shall entitle the City, in its discretion, to terminate the Comprehensive Agreement and any Design-Build Contract with First Choice as the School Board may elect upon written notice.

Section 6. Notices. All notices and demands by any party under this Guaranty shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

<p>To Guarantor</p>	<p>Moseley Architects P.C.          3200 Norfolk Street          Richmond, Virginia 23230          Facsimile No. (804) 355-5690          Telephone No. (804) 794-7555          Attention: Stephen Halsey</p>
<p>With Copies to:</p>	<p>First Choice Public-Private Partners: Fredericksburg Middle School          c/o W. Alex Amos          English Construction Company, Incorporated          P.O. Box P-7000          615 Church Street          Lynchburg, Virginia 24505          Facsimile No. (434)845-0306          Telephone No. (434)845-0301</p>
<p>To School Board:</p>	<p>Dr. Marceline Catlett, Superintendent          Fredericksburg City Public Schools          817 Princess Anne Street          Fredericksburg, Virginia 22401-7447</p>

Any party may, upon prior notice to the other party, specify a different address for the giving of notice. Notices shall be effective one day after sending if sent by overnight courier or three days after sending if sent by certified mail, return receipt requested.

Section 7. Severability. If any provisions of this Guaranty shall for any reason be held invalid or unenforceable, to the full extent permitted by law, such invalidity, or unenforceability shall not affect any other provisions hereof, but this Guaranty shall be construed as if such invalid or unenforceable provision had never been contained herein.

Section 8. Assignment. Neither this Guaranty nor any rights, interest or obligations hereunder shall be assigned or delegated by the Guarantor without the prior written consent of the City, which may be withheld in its sole and absolute discretion. This Guaranty shall be binding upon the Guarantor and its successors and any permitted assigns and shall inure to the benefit of the School Board and its successors and assigns.

Section 9. Guarantor's Obligations Separate from English Guaranty. This Guaranty and the Guaranty being provided by English Construction Company, Incorporated ("English Guaranty") are intended to be complementary, together providing performance assurances for certain obligations of First Choice to the School Board under the Comprehensive Agreement and the Design-Build Contracts. However, the School Board acknowledges and agrees that the obligations of the Guarantor hereunder are separate and distinct from the obligations of English Construction Company, Incorporated under the English Guaranty and the Guarantor expressly disclaims any responsibility for matters covered by the English Guaranty.

Section 10. Entire Agreement. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

Section 11. Governing Law. This Guaranty shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

MOSELEY ARCHITECTS P.C.

By: \_\_\_\_\_  
Stephen Halsey, Vice President

Accepted and Agreed:

THE CITY OF FREDERICKSBURG, VIRGINIA

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit # C**

**CLARIFICATIONS AND ASSUMPTIONS (5 PAGES)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

Fredericksburg City Public Schools

New Middle School



First Choice

Contract Cost Limit Clarifications

6/30/2022

These Clarifications interpret Plans and Specifications provided by Moseley Architects Dated June 20, 2022

Item	Section	Clarification
1	General	All testing and special inspections is covered by the testing allowance. Only exception is testing by the manufacturer/supplier required for submittals.
2	General	No site testing or inspections included by contractor with the exception of the roofing manufacturer.
3	General	Mock ups are not required.
4	General	No rock or unsuitable soil removal included in the estimate
5	General	No hazardous material removal included in the estimate
6	General	All products and equipment are as stated or equal.
7	033000	Slabs on grade and deck to utilize 4# of synthetic macro fiber per CY, not wire.
8	033000	No lightweight concrete is included in this estimate.
9	033511	Polished concrete will be Salt and Pepper 800 Grit with joints filled with Polyurea sealant
10	033511	Densifier is CPS Armor DSQ and Sealer is CPS Armor Surface Shield
11	042000	Masonry estimate includes modular brick at \$600 per thousand and \$20 per bag of colored mortar
12	042000	No Ceramic Glazed Brick are included in this estimate.
13	055000	There are no down spout boots included in this estimate
14	071300	Waterproofing is only included at the elevator pit. Crystiline waterproofing is included in lieu of sheet waterproofing. No foundation drain is included at the elevator pit.
15		There are no foundation drains included in the estimate.
16	072736	If ABAA inspections are requested there will be an added cost of \$25,000.
17	074113	Metal Roof Panel is 22g, standard color with double folded joint.
18	074213.23	There are no Metal Composite Material Wall Panels on the project or included in the estimate.
19	078100	Only beams, bar joist and deck under 20' AFF to receive spray fireproofing
20	079200	An allowance for M-Seal and architectural expansion joints of \$80,000 is included.
21	092900	There is no Bullet Resistant Sheathing or wallboard included in this estimate.
22	096813	Basis of design for tile carpeting is Exchange 2 Collection from Mannington Commercial or equal
23	101100	The moveable marker wall board is an allowance of \$10,000
24	102600	There is no Wall and Door protection included in this estimate. None was shown.
25	107500	There are 2 flag poles included in the estimate.
26	110000	All CTE, science, STEM, Ag Lab equipment including dust collector is in the allowance.

27	115213	There is 1 projection screen included and it is an allowance of \$5,000 Furnished and Installed
28	116623	The divider curtain priced is by Draper w/ 3/4 HP 115 single phase motor and includes up to 10' of vinyl
29	116623	There is 1 interior scoreboard include by Daktronics. It can serve basketball, volleyball and wrestling, Model BB-2103-RA-PV
30	116623	If a Indoor LED team name message center (4'x8') is requested add \$4,000
31	116623	Four set of volleyball sleeves are included, 1 set of volley ball equipment and nets are included, if additional sets are requested add \$2,000 per set.
32	116623	No wrestling mats are included.
33	211000	No special Hazard Extinguishing Systems are included.
34	310000	Fields to be adjusted in elevation to allow for a balanced site or stock piles so there is no requirement for export of site material. No export of material is included.
35	320000	An allowance of \$20,000 has been included for the Mulched adaptive play area and relocation of the equipment.
36	320000	Exterior athletic equipment included in this proposal include the following: 2 Football goal post, 2 soccer goals, shot put and discuss ring and stops, long jump pit, pole vault pit. All pads, and other accessories to be by others or the FF&E allowance.
37	330000	All connection fees and availability fees are to be per the allowances.
38	330000	There has been no cost included to upgrade any of the existing utilities we are tying into.

**Exhibit # D**

**CONTRACT COST LIMIT (1 PAGE)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

City of Fredericksburg

New Middle School

# FIRST CHOICE

Public - Private Partners

First Choice

CCL Summary

CONSTRUCTION COSTS		Cost Per	
Middle School Building	163000 SF	\$349.79	\$57,015,207
Sitework	1 LS	\$8,814,793	\$8,814,793
Construction Cost Subtotal			\$65,830,000
			<b>\$4,203,073</b>
SOFT COSTS			
Geotechnical study		Interim	
Wetland, stream and nutrient credits		Included	
Testing and inspections Allowance (Special Inspections)			\$328,253
Arch/Eng/Civil Design Services			\$3,663,870
Printing Allowance			\$10,000
Furniture design services			\$90,950
Commissioning services			\$110,000
SOFT COST TOTAL			\$4,203,073
			<b>\$4,296,927</b>
ALLOWANCES			
FF&E Allowance			\$1,931,527
IT/AV Allowance			\$2,090,400
Equipment Allowance (includes equipment for STEM, CTE, Science and Ag Labs)			\$75,000
Phone system, computers, copiers, monitors			\$100,000
Moving expenses			\$50,000
Legal (Allowance)			\$50,000
ALLOWANCE Subtotal			\$4,296,927
			<b>\$700,000</b>
OWNER COSTS			
Utility Connection fees			\$600,000
Permitting fees			\$100,000
OWNER COST TOTAL			\$700,000
			<b>\$3,300,000</b>
Design Builder's Contingency			\$3,300,000
			<b>-\$1,300,000</b>
Interim Agreement			-\$1,300,000
			<b>* \$77,030,000</b>

\* Escalation costs are being carried in the above estimate through 3rd quarter 2022, with a 4th quarter construction start.

Value Engineering Accepted	-\$3,546,533
ADD Alternate #1 Accepted	\$796,533
Interim Agreement Amendment #1 - 65%	-\$1,205,000

**Total CCL** **\$73,075,000**

ADDITIONAL COST OPTIONS					
Alternate 1	Add 6 Classrooms			Add	\$796,533
Alternate 2	Add Solar			Add	\$1,129,044
Alternate	Add Green Roof			Allowance	\$221,000
Alternate	Add Commercial Washer/Dryer			Allowance	\$50,000
Alternate	Add Football Scoreboard			Allowance	\$20,000
Alternate	Add Lighting to football/Track (30 foot candle)			Allowance	\$300,000

Unit Prices					
	Unsuitable Soils			CY	\$60
	Mass Rock			CY	\$125
	Trench Rock			CY	\$225
	Smoke Dectors			Each	\$650
	Moisture Vapor			SF	\$2

**Exhibit # E**

**DRAW SCHEDULE (1 PAGE)**

**Comprehensive Agreement  
for the Design and Construction of a  
New Middle School Building  
Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

Fredericksburg City Public Schools

New Middle School

Exhibit E

Preliminary Draw Schedule

# FIRST CHOICE

Public - Private Partners

Preliminary Monthly Billings

2023	
January	\$1,500,000
February	\$1,000,000
March	\$1,000,000
April	\$1,000,000
May	\$1,000,000
June	\$1,750,000
July	\$2,250,000
August	\$2,500,000
September	\$2,500,000
October	\$2,500,000
November	\$2,500,000
December	\$2,500,000
2024	
January	\$2,500,000
February	\$2,500,000
March	\$3,000,000
April	\$3,000,000
May	\$3,000,000
June	\$3,000,000
July	\$2,500,000
August	\$2,500,000
September	\$2,500,000
October	\$2,500,000
November	\$2,500,000
December	\$2,500,000
2025	
January	\$2,500,000
February	\$2,500,000
March	\$2,500,000
April	\$2,500,000
May	\$2,250,000
June	\$2,250,000
July	\$2,000,000
August	\$1,750,000
September	\$825,000
Total	\$73,075,000

Notes \*

FF&E and AV/IT Allowance of \$4,000,000 depending on when ordered and invoiced  
D/B Contingency has been allocated equally thru preliminary draw schedule

**Exhibit # F**

**PAYMENT APPLICATION (4 PAGES)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

**EXHIBIT F**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER: Fredericksburg City Public Schools  
817 Princess Anne Street  
Fredericksburg, VA 22401

PROJECT: New Middle School  
Fredericksburg, VA 22401

FROM CONTRACTOR: FIRST CHOICE PUBLIC-PRIVATE PARTNERS:  
FREDERICKSBURG II, LLC  
PO Box P-7000  
Lynchburg, VA 24505

VIA ARCHITECT: First Choice/Moseley  
3200 Norfolk Street  
Richmond, VA 23230

CONTRACT FOR:

APPLICATION NO: 3

PERIOD TO: 30-Sep-22

CONTRACTOR PROJECT NOS: 122165

CONTRACT DATE: 3/28/2022

Distribution to:


CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>2,503,452.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>2,503,452.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,415,751.00</u>
5. RETAINAGE:		
a. ___ % of Completed Work (Column D + E on G703)		<u>0.00</u>
b. ___ % of Stored Material (Column F on G703)		<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,415,751.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,300,000.00</u>
8. CURRENT PAYMENT DUE	\$	<u>115,751.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,087,701.00</u>

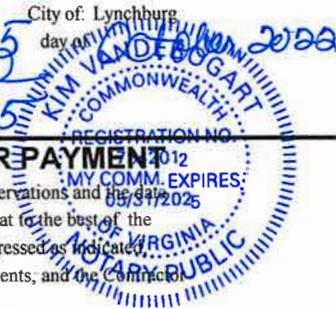
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	<b>\$0.00</b>	
NET CHANGES by Change Order		<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: First Choice Public Private Partners

By: Alex Amos Date: 10/5/22  
Alex Amos, Project Executive

State of: Virginia  
Subscribed and sworn to before me this 5 day of October, 2022  
Notary Public: Kim Vandenberg  
My Commission expires: May 31, 2025



**CONTRACTOR'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT: First Choice / Moseley

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





APPLICATION NO: 3  
 APPLICATION DATE: 3-Oct-22  
 PERIOD TO: 30-Sep-22  
 ARCHITECT'S PROJECT NO:

**New Middle School - FCPS**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
425									
435						-			
<b>GRAND TOTALS</b>		2,503,452.00	1,300,000.00	115,751.00	-	1,415,751.00	56.6%	1,087,701.00	0.00

**Exhibit # G**

**PROJECT SCHEDULE MILESTONES (1 PAGE)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

Fredericksburg Middle School Proposed Schedule  
 Fredericksburg City Public School System  
**FIRST CHOICE**

EXHIBIT G

<b>Task</b>	<b>Start Date</b>	<b>Duration</b>	<b>Completion Date</b>	<b>Responsibility</b>
65% Construction Documents - Interim Agreement Amend. #1	September 23, 2022	55	November 17, 2022	First Choice
100% Civil Design for Permit	September 23, 2022	84	December 16, 2022	First Choice
<i>Develop &amp; Execute Comprehensive Agreement</i>	September 23, 2022	55	November 17, 2022	ALL
65% Construction Document Pricing for Initial GMP	November 18, 2022	28	December 16, 2022	First Choice
Owner Review and comment on 65% Construction Documents	December 16, 2022	7	December 23, 2022	FCPS
Early Structural Document Package (Concrete, Steel, Masonry)	December 16, 2022	50	February 4, 2023	First Choice
Early Structural Document Package Pricing & Contracts	February 4, 2023	35	March 11, 2023	First Choice
Early Structural Document Package Submittals	March 11, 2023	35	April 15, 2023	First Choice
Obtain DEQ / Site Permits	December 16, 2022	45	January 30, 2023	First Choice
Award site / Civil contractor	December 12, 2022	45	January 26, 2023	First Choice
Begin Phase 1 E&S, Clearing site, Building Pad	January 26, 2023	90	April 26, 2023	First Choice
100% Construction Documents	December 12, 2022	102	March 24, 2023	First Choice
Owner Review and comment on 100% Construction documents	March 24, 2023	7	March 31, 2023	FCPS
<i>Provide Final Guaranteed Maximum Price</i>	March 24, 2023	30	April 23, 2023	First Choice
Submittals & Procurement	April 16, 2023	90	July 15, 2023	First Choice
Obtain Building Permits	March 24, 2023	30	April 23, 2023	First Choice / City
Start Building Construction (foundations)	May 1, 2023	830	<b>August 8, 2025</b>	First Choice
<b>Owner Move in</b>	<b>August 8, 2025</b>	15	August 23, 2025	FCPS
<b>Completion of New Middle School</b>	<b>August 8, 2025</b>	60	October 7, 2025	First Choice

**Exhibit # H**

**VENDOR'S CERTIFICATION (1 PAGE)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

**EXHIBIT "H"**  
**Private Entity Certification**

**for the**  
**Comprehensive Agreement**  
**between**

**THE CITY OF FREDERICKSBURG CITY SCHOOL BOARD, VIRGINIA and**  
**FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG**  
**MIDDLE SCHOOL - PPEA**

On behalf of Private FIRST CHOICE PUBLIC-PRIVATE PARTNERS, the undersigned hereby certifies that no officer or employee of the The Fredericksburg City School Board, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent the Fredericksburg City School Board, has been promised or has received, directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution, payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, or any similar form of remuneration on account of the acts of negotiating, awarding and/or executing this Agreement, or for any purpose following the submission of the proposal under the PPEA until the execution of this Comprehensive Agreement, from FIRST CHOICE PUBLIC-PRIVATE PARTNERS, or any officer or director of such private entity. FIRST CHOICE PUBLIC-PRIVATE PARTNERS further agrees to comply with the provisions of Sections 22-4367 through 22-4377 of the Virginia Code, Ethics in Public Contracting.

Signatures of Authorized Principals:

Name: William A. Amos,

Title: Manager & Executive in Charge

FIRST CHOICE PUBLIC-PRIVATE PARTNERS

Date: October 20, 2022

\_\_\_\_\_  
Signature

Name: William A. Amos

Title: Project Executive

FIRST CHOICE PUBLIC-PRIVATE PARTNERS

Date: October 20, 2022

**Exhibit # I**

**LIST OF A-E RATES (1 PAGE)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

# MOSELEYARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES

## SCHEDULE OF HOURLY BILLING RATES CALENDAR YEAR 2022

<b>Principals</b>	\$242
<b>Architects</b>	
Senior Project Manager	\$219
Project Manager	\$172
Architect	\$164
Project Designer	\$109
<b>Security and Detention Design</b>	
Security Design Specialist	\$207
<b>Moseley Engineering Director</b>	\$242
<b>Moseley Mechanical/Electrical/Plumbing/Engineering</b>	
Senior Engineer	\$192
Engineer/Designer	\$157
Intern Technician	\$109
<b>Moseley Structural Engineering</b>	
Senior Engineer	\$172
Engineer/Designer	\$143
Intern Technician	\$109
<b>Moseley Interior Design</b>	
Interior Design Director	\$191
Senior Interior Designer	\$129
Project Interior Designer	\$109
<b>Corrections Planner</b>	\$242
<b>Criminal Justice Consultant</b>	\$187
<b>Construction Administration</b>	
Construction Administrator	\$164
<b>Specification Writer</b>	\$164
<b>Sustainability Planning</b>	
Sustainability Planning Director	\$192
Energy Analyst	\$161
Sustainability Coordinator	\$143
<b>Administrative</b>	\$76

Rates are subject to change on January 1 of each year.

**HOURLY RATES**

**includes reimbursables for projects local to Central/Northern/Eastern Virginia**

Principal in Charge	\$185
Project Manager	\$135
CAD/Revit/BIM Technician	\$100
Administrative	\$70



## 2022 BILLING RATES\*

Rates in effect 1/1/2022 - 12/31/2022

### Civil Engineering & Surveying

<u>TEAM MEMBER</u>	<u>Hourly Rate</u>	<u>TEAM MEMBER</u>	<u>Hourly Rate</u>
<b><u>Engineering</u></b>		<b><u>Environmental</u></b>	
Engineer Technician	\$85.00	Environmental Technician	\$75.00
Project Engineer I	\$95.00	Environmental Scientist	\$95.00
Project Engineer II / Designer	\$105.00	Environmental Scientist II	\$105.00
Project Engineer III / Sr. Designer	\$115.00	Sr. Environmental Scientist	\$115.00
Project Manager / Sr. Project Engineer	\$150.00	Environmental Project Manager	\$150.00
Sr. Project Manager	\$185.00		
Principal	\$230.00		
Senior Principal	\$280.00		
<b><u>Construction Services</u></b>		<b><u>Right of Way</u></b>	
Laboratory Manager	\$85.00	Right of Way Manager	\$125.00
Materials Technician	\$60.00	Right of Way Specialist	\$110.00
Sr. Field Technician	\$70.00	Document Specialist	\$75.00
Construction Inspector	\$80.00		
Sr. Construction Inspector	\$90.00		
Const. Material Testing Manager	\$115.00		
<b><u>Landscape Architecture</u></b>		<b><u>Support Staff</u></b>	
Landscape Technician	\$85.00	Field Intern	\$45.00
Landscape Architect/Land Planner	\$105.00	Engineering Intern	\$60.00
Visualization Manager	\$115.00	Clerical	\$80.00
Sr. Landscape Architect	\$125.00		
LA/LP Project Manager	\$150.00		
LA/LP Sr. Manager	\$165.00		
<b><u>Survey</u></b>			
Survey Technician	\$90.00		
Sr. Survey Technician	\$115.00		
SUE Project Manager	\$130.00		
Licensed Land Surveyor	\$150.00		
1 Person Crew w/ Robot	\$130.00		
2 Person Crew	\$150.00		
3 Person Crew	\$210.00		

Rates shown are for the Central Virginia, Hampton Roads, Western Virginia and North Carolina.

\*Rates are subject to change annually.

Updated: 10/26/2021

**Exhibit # K**

**DESIGN GUIDELINES (22 PAGES)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

EXHIBIT "K"

DESIGN GUIDELINES

Comprehensive Agreement

Between

THE FREDERICKSBURG CITY SCHOOL BOARD, VIRGINIA

and

FIRST CHOICE PUBLIC-PRIVATE PARTNERS: FREDERICKSBURG II, LLC

CREATED OCTOBER \_\_\_\_\_, 2022

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## 1.0 INTRODUCTION

### 1.1 GENERAL

This EXHIBIT K - "Design Guidelines" provides guidance and standards for Design/Build Architecture and Engineering (A-E) services that are being provided by the Private Entity for the design and construction of the Fredericksburg City School Board's new middle school ("Project"). The Private Entity shall be responsible for ensuring that the A-E follows the guidance and standards. The Private Entity shall be liable to the Fredericksburg City School Board ("Owner") if the A-E or those providing design services through the A-E fails to follow the guidance and standards, except as otherwise approved by the Owner. Wherever in this Exhibit K there is any requirement imposed on the A-E or any design professional, this shall be interpreted to mean that the Private Entity shall cause the A-E or those providing design services to meet such requirement. Nothing in this Exhibit K shall be interpreted to create any privity of contract between Owner and A-E, to create any warranty by Owner to Private Entity, express or implied, regarding any of the design services, or to create any responsibility by the Owner for any acts or omissions by the A-E or those providing services through the A-E.

This EXHIBIT K is intended to assist the Private Entity's A-E and Owner and its Owner's Representative by setting forth some of the general procedures to be followed for the Services to be provided by or through the A-E. This exhibit is not designed to be an exhaustive description of the work on the Project, but rather to assist design professionals in understanding some of the details of the general requirements for A-E services for the Project and describe the major deliverable submissions for interaction and approval by the Owner. This exhibit is intended to complement and supplement the Contract Documents, not to replace any of the terms of such documents.

The Owner will identify an Owner's Representative and an Owner's Review Committee who would be the key individuals to meet with Private Entity and A-E to develop, review and approve the design submissions. The Private Entity shall coordinate through the Owner's Representative as described in the Comprehensive Agreement.

### 1.2 PLANNING AND DESIGN SERVICES

Document for the design of the facility include applicable Fredericksburg City School Board documents including, but not limited to, the following:

- Owner's space program and descriptions and other requirements as described in the 35% Design Development plans submitted by the Private Entity and as defined in the Comprehensive Agreement
- Design Guidelines (this document)

Design services include all services by design professionals provided by Private Entity pursuant to the Comprehensive Agreement and this Exhibit K hereto required to provide the final Construction Plans and Specifications for the Project and for any Changes

thereto and any construction administration services by design professionals. Design Services may include assisting Owner's Review Committee in the preparation of the Design Development and Construction Documents for the Project based on Owner Requirements. All design services shall meet applicable national, state and local building codes and regulations and shall meet the professional standard of care ("Standard of Care"), which shall be defined as the standard of performance for all design and construction administration services ("Design Services") under the Comprehensive Agreement and shall be the same professional standard of care and of quality as is ordinarily exercised under similar circumstances by design professional providing similar services in similar projects in Virginia.

The design work shall include all necessary subcontractor and consultant design professionals, including but not limited to, civil engineer (including all utility analysis and design for systems for storm water, sanitary, water service, gas service, electrical power, telephone/data/communications, and plot and location survey), site lighting, architectural, landscaping, mechanical, plumbing, electrical and structural services necessary for a complete set of final Construction Drawings and Specifications.

During the design phase reviews, Private Entity will provide for all printing and electronic copies of drawings and specifications necessary for review of the work product by the Owner's Representative and Review Committee. Electronic copies shall be made available to the Owner and the Owner's Representative through an accessible electronic platform. The electronic platform shall store and document all relevant document review, including owner comment logs, owner direction and issue resolutions. Costs for printing shall be paid through the Printing Allowance (see 2.1.6 Reproduction). Private Entity's A-E will meet with the Owner and/or the Owner's Representative as necessary for design review and coordination as necessary to review project design documents. Meetings will be scheduled with the Owner's Representative to approve design work product for compliance with this Design Guideline.

### **1.3 CONSTRUCTION ADMINISTRATION**

Construction administration services shall be provided by Private Entity through its A-E during construction phases. These services shall include modifications to the Construction Drawings and Specifications required to correct errors or clarify the intent of the Construction Documents. Basic services during construction shall also include shop drawing review and approvals, answering requests for information, and routine job site visits at least every two weeks by the A-E in order to review the Work and reject non-conforming Work.

## **2.0 PROJECT PROCEDURES FOR A-E**

### **2.1 GENERAL PROJECT PROCEDURES**

Upon execution of the Agreement, Private Entity and Private Entity's A-E will attend a "kick-off" meeting with the Owner's Representative and Review Committee to discuss procedures to be followed for the Project and to review the Scope of Work and the A-E's

services to be provided.

The A-E, with consultants, will then begin the design development process. The following general procedures are required, along with the specifics outlined elsewhere in this and other Contract Documents. This introductory list is intended to assist the A-E in knowing what is required by highlighting a few of the Owner's requirements, but is not intended to be an exhaustive or exclusive list of Project procedures. Other requirements and procedures will be provided by Owner or Owner's Representative for the design process and review.

- All Project documentation involving the A-E, including but not limited to, meeting minutes, design review comments, correspondence, invoices, code enforcement comments, RFI's, and RFP's must be documented by the A-E, with copies provided promptly to the Owner and Owner's Representative.
- At each phase of the design process, the A-E shall respond in writing to any Owner comments as soon as possible and address Owner comments in the subsequent design phase documents. The A-E shall provide blank review forms to the Owner to be used for entering comments.
- Private Entity shall update the Project progress schedule at each phase of the design process.
- The A-E shall record and submit to the Owner for comment and revision (before distribution), all meeting minutes, including but not limited to, Owner's Review Committee meetings, City of Fredericksburg Planning & Zoning and Code Review meetings, and submittal review meetings. A-E shall address all Owner comments before distributing such documents.
- Design reviews will take place after submission of each design phase (Design Development and Construction Documents) with the Owner's Review Committee.
- Any material deviations from the Technical Scope must be provided to the Owner in writing under separate cover.
- A post-evaluation survey (site visit and visual observation of the new facility) must be completed and submitted to the Owner by the A-E eleven (11) months after occupancy of the facility so that any one-year warranty issues can be identified.

### **2.1.1 Value Engineering**

The Owner has the option of performing a Value Engineering study prior to the Owner's acceptance of the 35% Design Development drawings (DD's). The design team shall submit a complete set of design documents at this time to be used for Value Engineering Study including drawings and specifications, owner's project requirements ("OPR"),

basis of design ("BOD") and a cost estimate. The A-E shall participate by presenting the design to the value engineering team on the morning of the first day.

The A-E, structural, mechanical, electrical, and civil engineers shall attend this briefing, as required. On the last day of the study, the A-E shall attend the debriefing by the Value Engineering team. The A-E shall provide a written response to each Value Engineering Alternative recommending acceptance or rejection of each alternative. The Owner shall make the final determination whether to accept or reject each Value Engineering Alternative. All Value Engineering cost saving alternatives accepted by the Owner prior to preparation of the 65% Design Development drawings shall be incorporated by Private Entity into the design at no additional cost to the Owner.

### Design Freeze

Once the Owner has accepted in writing the Design Development (35%) Plans and Specifications, subject to resolution of all design review comments and value engineering changes, the design shall be considered "frozen", and any substantial changes requested thereafter by the Owner shall be at a charge, unless required changes are due to unplanned A-E modifications subsequent to the 35% Design Development Documents. The A-E shall obtain, from the Owner, a Design Development approval letter, indicating that the Owner has approved the Design Development submission and other work on previous phases including a list of all Value Engineering Alternatives accepted by the Owner. The revised fee for any subsequent changes shall be determined pursuant to the Comprehensive Agreement.

#### 2.1.2 Guaranteed Maximum Price

The Private Entity shall provide a Guaranteed Maximum Price (GMP) at the 90% Construction Documents submission to replace the Contract Cost Limit (CCL).

#### 2.1.3 Constructability Review

The Owner will conduct an independent "Constructability Review" of the 90% Construction Documents. The purpose is to discover any discrepancies, coordination or clarification issues that might impact the cost or timely execution of the Work. The A-E shall review and respond in writing to the Constructability Review findings and incorporate all appropriate revisions and/or clarifications at no additional cost to the Owner. The A-E shall provide the review comment forms to be used by the Owner. The A-E shall coordinate and support the Owner conducting a check of the 100% Construction Documents to confirm all of the 90% (and earlier) Construction Document Constructability Review comments have been addressed satisfactory.

#### 2.1.4 Reproduction

Provide the Owner with at least five (5) sets of all Plans, Specifications at each stage of the design. Determine the number of full size and/or half size drawings required with the Owner's Representative. Deliver or ship these documents overnight as directed by the

Owner's Representative. The cost of printing shall be paid out of the Printing Allowance. (Materials shall also be available electronically.) The reimbursable costs shall be for reproduction cost only including file management, paper, bindings, and other material supplies, direct labor involved in printing and delivery charges.

Design reviews will take place at the submission of each design phase to include Design Development (35%) and Construction Documents (65% & 90%) with Owner. A brief review will also be completed by the Owner's Representative at 100% to ensure that all previous comments have been incorporated prior to bid.

### **2.1.5 Post-Occupancy**

A debriefing will be held with the Owner within 90 days after the occupancy of the facility. The A-E shall attend, conduct the debriefing, and prepare minutes of this debriefing, which shall be furnished to the Owner.

A post-evaluation survey (site visit and visual observation of the new facility) shall be completed and submitted to the Owner by the A-E 11 months after the occupancy of the facility so that any one-year warranty issues can be identified.

## **2.2 PROCEDURES FOR INDIVIDUAL PHASES OF THE WORK**

### **2.2.1 Summary Outline of Submissions (percents refer to % of total design effort)**

- Schematic Design (SD's)
  - Schematic Design (10%) Submission
  - Owner's Project Requirements
  - Design Narrative
- Design Development (DD's)
  - Design Development (35%) Submission
    - Value Engineering Study
    - HVAC System Selection
    - Basis of Design
- Construction Documents (CD's)
  - Construction Documents (65%)
  - Construction Documents (90%)
- Bid Documents (BD's)

➤ Bid Documents (100%)

**2.2.2 Schematic Design (10%) Submission (Revalidation)**

The first phase of the Work is the Schematic Design (SD) 10% Submission.

**2.2.2.1 General Requirements - Schematic Design (10%) Submission**

1. The A-E will study the programmatic square footage and relationships, and reflect them in plan form as appropriate. The initial design shall be based upon the following:
  - A-E completed site survey based on A-E's inspection of the site.
  - Fredericksburg City Schools RFP including Design Guidelines (this document) and Comprehensive Agreement.
  - Construction Cost Limit (CCL)
2. The initial program shall be subject to modification based upon input from the following, and approval by Owner:
  - Preliminary site plan meetings with City of Fredericksburg Fire Marshall
  - Input and comments from the Owner's affected offices and departments
  - Meetings with Owner's Review Committee
3. The Private Entity will have prepared a Geotechnical Engineer report and site survey.
4. The A-E will submit to Owner Schematic Drawings and narrative in order to:
  - Define a schematic plan which incorporates space and area requirements derived from the program.
  - Provide, as a minimum, Site Plan, Building Plans, Perspective, HVAC System options and descriptions.
  - Provide area tabulations of all programmed spaces listing "programmed" and "provided" square footages.
  - Provide a Design Narrative describing the concepts and features the A-E intends to incorporate in the design to meet the Owner's Project Requirements and associated performance criteria.
  - Provide an outline Specification listing all major materials, equipment, and systems.

- Identify areas of demolition or disturbance to site that will be necessary for construction of the Project.
  - Incorporate input described in item (2).
5. Private Entity shall meet with Owner's Review Committee and any other designated by it to review the Schematic Drawings. If Private Entity determines that the cost estimate exceeds its Contract Cost Limit (CCL), changes to the design may be required to bring the Project in line with the CCL. Such changes will be made by A-E at no additional cost to the Owner during the Design Development Phase.
  6. Private Entity shall meet with the appropriate local authorities to determine the "Special Inspections" required for this Project, and provide a listing all Special Inspections required by local authorities and a cost estimate to the Owner for any Special Inspections the Owner is required to do through a third party inspection firm.

**2.2.2.2 Mechanical, Electrical, Plumbing (MEP) & Sprinkler - Schematic Design (10%) Submission**

The following section lists items and standards for mechanical, electrical, and plumbing that will be required as part of the A-E's services. This list is neither exhaustive nor exclusive, but is intended and provided to assist the A-E in providing satisfactory Services:

**1. Mechanical System**

- Provide written description of the proposed HVAC system including locations and types of mechanical systems and equipment, ductwork, and piping mains.
- Provide a key plan showing proposed zoning for temperature controls; include overview of proposed BAS/EMS systems.
- Provide early planning for submission to Enhanced Commissioning.
- Provide early planning for submission of the Energy Modeling.

**2. Electrical System**

- Conduct and complete a thorough site survey. Provide a detailed written description of each electrical system including the electrical distribution system (including emergency) and exterior lighting.
- Site - Describe the site conditions as they pertain to the existing underground and or overhead electrical utilities, utility company transformer location.

- Provide a written description of the proposed new lighting system for each type of space, parking, and drive areas, and any new building mounted security lighting. Provide manufacturer's cut sheets for each type of lighting fixture considered.
- Provide a written description of the proposed new power distribution system identifying major items of new equipment and their proposed locations. Include the electrical service characteristics and generally identify what items are to be fed at what voltage. This description should include the new emergency power system.
- Provide a brief written description of each new proposed special system (fire alarm, lightning protection etc.), identifying major items of new equipment and their sound and intercommunications; master clock, auxiliary sound system; telecommunication; proposed locations.
- Provide a copy of the Engineer's letter to the electrical utility company requesting the maximum electrical demand for the existing electrical service.

### 3. Plumbing System

- Coordinate natural gas service with the gas company.
- Provide a separate meter service for all exterior water service.

### 4. Sprinkler System

- Obtain hydrant information from water authority.
- Provide overall plan showing proposed zoning of sprinkler system. Each floor shall be zoned separately. Coordinate zones with fire alarm zones (each sprinkler zone shall be subdivided into multiple fire alarm zones).

#### **2.2.2.3** Presentation Requirements - Schematic Design (10%) Submission

Private Entity's A-E will develop, and Private Entity and A-E will present, the Schematic Design to Owner's Representative and Review Committee. The Owner's Representative and Review Committee will review, and the Owner's Representative will approve, the design for general conformance with the program requirements.

Presentations by the Private Entity to the Review Committee will include full-size diagrams for illustration and electronic projection. Upon approval by Owner's Representative of the Schematic Design, then the A-E shall meet with the following persons or entities, if necessary to coordinate its work for the next design phase.

- City of Fredericksburg Fire Marshall

- City of Fredericksburg Building Plan Review Division
- City of Fredericksburg Planning and Zoning Department
- Any other City of Fredericksburg entities required

When all work has been completed for the Schematic Design Phase, the A-E shall obtain, from the Owner's Representative, a Schematic Design Approval Letter, indicating that Owner's Representative has approved the Schematic Design.

### **2.2.3 Design Development (DD) (35%) Submission**

The second phase of the work will be the Design Development (DD). During this phase the A-E shall, further refine the design, and produce construction documents and specifications that are at the 35% complete level.

#### **2.2.3.1 General Requirements - Design Development (35%) Submission**

During the DD Phase, the A-E shall do the following:

1. **Design Basis:** The A-E shall describe the basis, rationale, and assumptions for calculations, decisions, schemes, systems, and assemblies selected to meet the Owner's Project Requirements, performance criteria and applicable regulatory requirements, standards, and guidelines. The Owner will review and confirm the Design Basis. In general, the Design Narrative will be a qualitative description of the design, and the Design Basis will be a qualitative, to include specific numbers for loads, energy modeling, etc. These documents, together with the Owner's Project Requirements, will be the Design Record for the Project. The Design Record will change over the course of the Project and will be updated into a final document that reflects the as-built condition of the Project.
2. **Perspectives:** The A-E shall prepare rendered, color perspective drawings to illustrate the exterior design. Provide (X) sets of approximately 24"x36" renderings, mounted on foam board, suitable for framing. Provide a high-quality electronic file that the Owner may use for additional copies or other purposes. (The rendering provided with the detailed stage proposal or 10% Schematic Design should be updated, if necessary).
3. **Preliminary Construction Phasing Plan:** Develop a construction sequencing plan in conjunction with all consultants (including site), which shall allow all Work to be completed in the time frame indicated in the Agreement.
4. **Design Documents:** The A-E will provide civil, architectural, structural, mechanical, electrical, and plumbing drawings to approximately 35% level of design completion. At the 35% submission, all or a part of this package may be in "sketch form" or "hard lined", but shall not be considered as preliminary construction documents for future construction document phases. At the 65% submission, all of the package will be "hard lined."

5. Outline Specifications: At 35% submission, the A-E will provide an outline for the specifications that it will need for the construction documents phase.
6. Preliminary Code Review: The A-E will proceed to do preliminary code review with governmental agencies as may be required by relevant statutes, regulations, ordinances, or other laws. The results of these reviews shall be incorporated into the plans produced in this phase.
7. Preliminary Codes and Standards Compliance Report: Show documentation of analysis and compliance to Codes and Standards. Throughout the design and construction process the A-E or Private Entity will provide follow-up letters to code officials, with a copy to the Owner's Representative that document agreements reached with code officials on the resolution of design and construction issues related to the Project. The Private Entity shall forward to the Owner's Representative letters documenting agreements that occurred subsequent to submission of the Code and Standards Report.
8. Written Response to Owner Comments: The A-E shall fully respond to all previous design review comments from Owner or Owner's Representative on the design in writing.
9. Cost Estimate: The Private Entity will provide Owner with a Cost Estimate consistent with the Association for the Advancement of Cost Engineering (AACE) practices (detailed labor and material estimate by Construction Specification Institute (CSI) division.) This estimate will be required by the Owner to be used during the Value Engineering Study.

**2.2.3.2 Outline Specification Requirements - Design Development (35%) Submission**

During the 35% Design Development DD stage, the A-E shall develop an outline of specifications for the Project as follows:

- Develop Table of Contents listing Master Format sections applicable to the Project.
- Provide completed specification sections, or an outline for each section that specifically lists the materials and manufacturers intended for use.
- Note any Guide Specification sections to be deleted, modified, and or supplemented with new specification sections.
- Describe any deviations from the Agreement that are necessary to accommodate Project Scope.

**2.2.3.2 Architectural Requirements -Design Development (35%) Submission**

The following elements, by way of illustration and not limitation, shall be included in the

drawings prepared during the Design Development phase:

- Perspectives (2 views minimum) to be completed at the 35% submission and updated, if required, at the 65% submission:
  - Color perspective drawings to illustrate the exterior design
  - Electronic file of the renderings
- Life Safety Plan (LSP): to be completed at the 35% submission and updated if required at the 65% submission, the finalized overall plan showing, at a minimum:
  - Travel distances
  - Occupancy loads showing loads allowable and loads required by program requirement
  - Fire area tabulations
  - Area limitations
  - Fire wall and fire separation locations
  - Egress capacities of stairs and doorways
  - Rated assemblies, including wall, floor, and ceiling assemblies
  - Coordinate Structural Plans with Architectural Floor Plans to confirm that structural does not reduce required Square footages and room use requirements since plans will be frozen after 35% approval
- Architectural Standards: The drawings and supporting materials produced in this phase of the work shall be consistent with a 35% level of design completion and include the elements listed below at the minimum scales shown:
  - 1/8" = 1'0" - (minimum) Floor plans and notes
  - 1/8" = 1'0" - (minimum) Elevations from all directions
  - 1/8" = 1'0" - (minimum) Cross sections/details
  - 1/8" = 1'0" - (minimum) Wall sections/details
  - 1/8" = 1'0" - (minimum) Roof Plan
  - 1/8" = 1'0" - (minimum) Structural Framing and Foundation Plans
  - 1/8" = 1'0" - (minimum) Structural Details

#### 2.2.3.4 Civil, Structural, Security, Mechanical, Electrical, & Plumbing - Design Development (35%) Submission

- Civil Drawings: At the 35% submission, the A-E, by and through its civil engineer, shall continue design of the site plan during this phase. The A-E shall identify issues requiring compliance with City of Fredericksburg, State, or other regulations such as storm water management, water flow, and water quality. Note that the civil drawings shall be substantially complete, ready for submission to City of Fredericksburg for site plan review, at the completion of this phase and shall clearly show the scope of site work, including new features such as utilities, paved areas, landscaping, temporary trailer location if required, and contractor staging area, etc. Site plan drawings shall be filed for City reviews as soon as possible so as to obtain the site-building permit in a timely manner.
- Structural Drawings: At the 35% submission, the A-E will prepare structural drawings at a scale of 1/8" = 1'0" or larger. The structural drawings will include, at a minimum:
  - Outline plans for foundations, floor, and roof framing.
  - Show configuration of structural bays for floor and roof framing, indicate Span direction
  - Indicate structural steel framing member sizes and connection types.
  - Coordinate Structural Plans with Architectural Floor Plans to confirm that structure does not reduce required square footages and room use requirements since plans will be frozen after 35% approval. Failure to properly coordinate structure with space plan requirements at this phase will be rectified by the Architect and allow the Owner to continue to make changes to the building footprint until all square footage requirements have been met.
- Security Drawings: At the 35% submission, Security drawings will be prepared at a scale of 1/8" = 1'0" or larger. The security drawings will include, at a minimum:
  - Provide a written description of each new proposed security system identifying how security system features enhance functions such as administrative security and public access. Describe major items of new equipment and their proposed locations.
  - Proposed locations of CCTE cameras and recording devices; card access door locations, duress alarms, and other security related systems.
  - Tie all security systems to emergency power.
- HVAC, Plumbing, and Electrical Drawings: At the 35% submission, the A-E will provide HVAC, plumbing and electrical plans and diagrams to illustrate all heating,

cooling, plumbing, and electrical system design features and equipment. Provide system calculations to support design.

#### **2.2.4 Construction Documents (CD) (65%) Submission**

During this phase of the work, the A-E shall produce 65% complete construction documents that enable accurate and efficient construction of the Project.

The Private Entity will provide the Owner will a Guaranteed Maximum Price at 90% with detailed backup information as required in the Comprehensive Agreement and shall provide an updated LEED score sheet.

##### **2.2.4.1 Architectural - Construction Documents (65%)**

Initial Bidding Set: At the 65% submission, prepare an initial set of documents for Private Entity's Contractor to bid the Project to the construction trades in order to establish the GMP.

The following elements, by way of illustration and not limitation, shall be included in the drawings prepared during the Construction Document phase:

- Perspectives (2 views minimum) to update 35% submission to include:
  - Color perspective drawings to illustrate the exterior design
  - Electronic file of the renderings and graphics
- Life Safety Plan (LSP): update 35% submission so that the finalized overall plan shows, at a minimum:
  - Travel distances
  - Occupancy loads showing loads allowable and loads required by program Requirement
  - Fire area tabulations
  - Area limitations
  - Fire wall and fire separation locations
  - Egress capacities of stairs and doorways
  - Rated assemblies, including wall, floor, and ceiling assemblies
- Architectural Standards: The drawings and supporting materials produced in this phase of the work shall be consistent with a 65% level of design completion and include the elements listed below at the minimum scales shown:

- 1/8" = 1'0" - (minimum) Floor plans and notes
  - 1/8" = 1'0" - (minimum) Elevations from all directions
  - 1/8" = 1'0" - (minimum) Cross sections/details
  - 1/8" = 1'0" - (minimum) Wall sections/details
  - 1/8" = 1'0" - (minimum) Roof Plan
  - 1/8" = 1'0" - (minimum) Structural Framing and Foundation Plans
  - 1/8" = 1'0" - (minimum) Structural Details
  - 1/8" = 1'0" - (minimum) Architectural Details
- Architectural Drawings (65% CD's Submission): The A-E shall develop CADD Plans that are fully scaled. The Drawings shall include:
    - Cover sheet: Including drawing index and area tabulations of all programmed spaces listing "original - required" and "provided" square footages.
    - Door, window, and hardware schedules: The A-E will prepare the preliminary door and window schedule information that will, at a minimum, indicate new doors, windows, and frames and labeled door assemblies. Also provide a preliminary hardware schedule.
    - Finish Schedule: The A-E will prepare preliminary finish schedule that includes, at a minimum, the following information: finish types for walls, floors and ceiling, special finishes required for specialized areas. All finishes included shall be "basis of design" for Construction. Final Owner approval of finishes will be required once actual suppliers have been identified.
    - Reference/overall plan(s) at 1/8" minimum scale outlining scope and Including room names, occupancy loads, and building and site handicap accessibility features, such as elevators, lifts, ramps, and toilet facilities.
    - Show proposed locations for coordination of MEP items including roof drain piping and lower ceilings due to HVAC, structural or plumbing coordination issues.
    - Equipment and Furnishing Floor Plans: Include programmed room names, preliminary equipment layouts for specialized spaces. Owner approval of these specialized spaces will be required before commencement of the subsequent design phase.

- Elevations clearly demonstrating the scope of work. At a minimum the elevations will indicate major design features and the general types of material to be used in order to demonstrate design integrity, and will show overall vertical dimensions.
  - Sections: The A-E will provide typical Building Sections and Wall Sections to illustrate proposed building materials, methods, dimensions, and insulation values.
  - Details: The A-E will prepare architectural details which show at a minimum, preliminary cross sections (1/4"=1'0") and wall sections (3/4"=1'0") showing major construction features and material.
  - Roof Plan showing major rooftop equipment, roof membrane system, and drainage. Show location of roof drains and vertical piping on all plans (below roof plan) so that they may be properly enclosed by architectural detailing.
- Architectural Specifications: At the 65% submission, the A-E will provide a Draft copy of the fully developed Specifications.

#### 2.2.4.2 Mechanical Systems - Construction Documents (65%) Submission

##### 1. General Requirements

- Commissioning process to be integrated with plan review and specifications
- Provide index for Specifications indicating all sections that will be a part of the final Mechanical system Contract Documents. Provide edited mark-ups of all mechanical sections of the specification for the Project.
- Provide heating and cooling block and room loads for the entire building.
- Provide control sequences and strategies for the operation of building HVAC unit.
- Provide a copy of preliminary natural gas load letter as submitted to the natural gas utility.
- Return the responses to the comments made on the previous submission.

##### 2. Drawing Requirements

- Provide cover sheet with symbols list, notes, and air handling zone designations.
- Provide separate drawings showing all floor plans with temperature control

zones and panel locations.

- Provide room names on all floor plans.
- Provide floor plans showing equipment locations, piping, and ductwork. Identify all pieces of equipment, size of piping and ductwork.
- Provide mechanical room layouts. Show sections of all mechanical rooms and provide finalized sections through any bulkheads. Show approximate locations/tonnage/capacities of mechanical equipment.
- Provide finalized boiler room plan showing equipment layout.
- Provide air handling zone air balance diagrams.
- Provide coordination of phasing requirements.
- Begin equipment schedules and detail sheets.

#### 2.2.4.3 Electrical Systems - Construction Documents (65%) Submission

The design of the electrical system, unless the A-E is otherwise directed, shall include the following elements:

##### 1. General Requirements

- Provide index for Specifications indicating all sections that will be a part of the final electrical system Contract Documents. Provide edited mark-ups of all electrical sections of the Specification for the Project.
- Provide a written description of the proposed new electrical power distribution system identifying major items of equipment and their proposed locations. Include the electrical service characteristics and generally identify what items are to be fed at what voltage. This description should include the new emergency power system (if required).
- Provide a brief written description of each new proposed special system (fire alarm, sound and intercommunications; master clock; auxiliary sound system; telecommunications; lightning protection; etc.). Identifying items of new equipment and their proposed locations.
- Provide a copy of the foot-candle level calculation for each room. One calculation may be used for any room of the same use group that is the same size.
- Provide cut-sheets of proposed lighting fixtures.
- Provide the names and addresses of the Power Company, cable television,

and telephone company contacts for this Project.

- Provide a copy of the preliminary electrical load letter as submitted to the electrical utility company.
- Return the response to the comments made on the previous submission.

## 2. Drawing Requirements

- Provide a cover sheet to include at least the symbols list, abbreviations list, and a list of the drawings.
- Provide an updated computer-generated photometric site lighting plan indicating the point-by-point maintained foot-candle levels. This plan must correspond with and accompany the lighting layout shown on the electrical site plan.
- Provide an electrical site plan indicating the following:
  - Proposed site lighting
  - Proposed plan for site temporary electrical power during Construction
  - Location of the main electrical equipment room
  - Proposed power company transformer location
  - Generator and fuel tank
  - Property lines
  - All existing utility and lighting poles
  - All existing overhead and/or underground electrical utilities (power/telephone)
  - North arrow
- Provide an overall floor plan for each level, showing a proposed power layout with locations of power receptacles. This plan shall also include:
  - Proposed location and layouts of all electrical equipment rooms, communications rooms, kitchen and boiler rooms if applicable indicating the location and identification of each piece of equipment including major normal and emergency electrical service and distribution equipment.
  - Indicate major normal and emergency electrical service and distribution

equipment.

- Include proposed electrical (primary and secondary), telephone, and cable television service entrance.
- Indicate all new and or existing underground and overhead utility lines (gas, water, etc.) that may affect the electrical work.
- Include any site lighting and electrical utilities, and any applicable electrical site plan details, such as pole base secondary electrical service entrance duct bank, main grounding etc.
- Provide room names and numbers on all plans.
- Show the required power connections to architectural, mechanical, plumbing, and kitchen equipment including disconnects and control devices.
- Provide floor plans for each level indicating the new lighting layout in each space. Where no lighting can be shown at this time, due to ongoing design coordination with other disciplines, provide a detailed written description of the final layout and type of lighting fixtures to be used. These plans shall also show:
  - Branch circuit connections to branch panel circuit boards.
  - All illuminated exit signs.
  - Emergency lighting fixtures and circuits.
  - The method of lighting control for each space.
  - Lighting fixture type designations.
  - Room names and numbers.
  - Foot-candle level designations.
- Provide electrical panel schedules including load summary and spare capacity.
- Provide floor plans for each level indicating the locations of all applicable systems that may include fire alarm, master program clock, PA system, telecommunications system, and CATV system equipment and devices, including their interconnections. Indicate the location and identification of each item of control and enunciator panels and equipment. The plan shall also include the location of the separate enunciator panel for the emergency generator (if required), which should be shown next to the fire

alarm enunciator. The plan shall also include the proposed fire alarm zones.

- Provide a detail of the fire alarm graphic enunciator panel faceplate.
- Provide drawings for the main distribution switchboard, panel board, transformer, and lighting fixture schedules and a power system load tabulation schedule.
- Provide a power riser diagram showing electrical service entrance and distribution equipment, emergency service equipment, grounding system, and their associated interconnections. Label each item of equipment. Also provide an isometric elevation and a one-line diagram of the main distribution switchboard.

#### **2.2.4.4 Plumbing Systems - Construction Documents (65%) Submission**

##### **1. General Requirements**

- Provide index for plumbing specifications indicating all sections that will be a part of the final Contract Documents.
- Provide edited sections of the plumbing specifications for the Project.
- Provide the completed City of Fredericksburg Department of Public Works form requirements (if applicable).
- Provide a copy of the letter as submitted to the utility company.
- Verify whether adequate street pressure exists for building water requirements.
- Return the responses to the comments made on the previous submission.

##### **2. Drawing Requirements**

- Provide cover sheet with symbols list, sprinkler service detail, fixture connection schedule with mounting heights. Provide schedule showing overall drainage fixture units. Allow additional space for notes and other details.
- Provide separate drawings for all floor plans showing the following:

Show approximate locations for new water, sanitary room, storm and gas piping mains on overall new work plan. Show locations of all rain leaders on all floor plans and roof level.

Identify all handicapped fixtures (water closets, lavatories, and

water coolers).

Coordinate gas meter location.

Show utility entrances, water heaters, and phasing requirements.  
Provide notes and details.

Provide room names on all floor plans.

#### **2.2.4.5 Sprinkler Systems - Construction Documents (65%) Submission**

##### **1. General Requirements**

- Obtain hydrant information from water authority. Indicate on drawings and specifications that the sprinkler system is shown for guidance or intent only, and the Contractor is required to design the system, obtain the permits, obtain Fire Marshall approval, provide, and install the system.
- Verify where adequate street pressure exists for sprinkler system. Provide index for specifications indicating all sections that will be a part of the final sprinkler system Contract Documents. Provide edited mark-ups of all sprinkler sections of the specification for the Project.
- The Private Entity is solely responsible for all costs to design and provide any fire pump or water pressure booster pumps required for the Project.

##### **2. Drawing Requirements**

- Provide overall plan showing proposed zoning of sprinkler system and NFPA hazard classification. Each floor shall be zoned separately. Coordinate zones with fire alarm zones (each sprinkler zone shall be subdivided into multiple fire alarm zones).
- Coordinate and finalize sprinkler zones for fire protection system. Provide overall plan scaled at 1/8" (min), showing approximate locations of sprinkler mains in building, Siamese connection, and the sprinkler service entrance and building exterior hydrant coverage.
- Show all main piping routing, service entrance, manifold system, zone valves, inspector test valve locations, phasing requirements, and details such as service manifold system, hangers, and branch over details.

#### **2.2.4.6 Security Drawings (65%) Submission**

The design of security system, unless the A-E is otherwise directed, shall include the following elements.

##### **1. General Requirements**

- Security systems include but are not limited to, CCTC cameras and recording devices; card access door locations; controlled access doors; security consoles; weapon detectors; intrusion detection; duress alarms; and other security related systems.
- Provide an index for Specifications indicating all sections that will be a part of the final security system Contract Documents. Provide edited mark-ups of all security sections of the specification for the Project.
- Provide cut sheets of proposed equipment.
- Coordinate fully with architectural, structural, mechanical, and electrical disciplines for interfaces.
- Return responses to the 35% comments.

## 2. Drawing Requirements

- Final locations of CCTV cameras and recording devices; card access door locations; controlled access doors; security consoles; weapon detectors; intrusion alarms; and other security related systems.
- Final locations of architectural security elements, to include security doors, ceilings, windows and hardware.
- Tie all security systems to emergency power.

### **2.2.4.7** Cost Estimate - Construction Documents (90%) Guaranteed Maximum Price

Provide Guaranteed Maximum Price (GMP) proposal based upon competitive proposals from subcontractors for work not self-performed by the Prime Construction Contractor.

Provide multiple subcontractor quotations (per the Agreement) for each subcontracted work element in tabulation showing the range of cost, from least to the most costly, for total Project.

For cost estimate of work self-performed by the Prime Construction Contractor, or performed by the designated design build subcontractor (if applicable), provide a detailed, labor and material type cost estimate, consistent with the Association for the Advancement of Cost Engineering (AACE) practices (detailed labor and material estimate by CSI division) with the Design Development submission and Construction Documents. Organize by CSI division listing all materials, equipment, and systems necessary to construct the facility. The estimate will be used as the basis for GMP analysis and negotiations.

Once the 90% drawings and other work performed in the design development phase are accepted by Owner, the Private Entity shall obtain an approval letter for this phase of work, and this letter will incorporate permission to proceed to the Construction Document

phase of the work.

**Exhibit # M**

**SAMPLE PERFORMANCE BOND, PAYMENT BOND (6 PAGES)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

EXHIBIT "M"

SAMPLE BONDS

Comprehensive Agreement

between

The Fredericksburg City School Board, VA

and First Choice

Sample Payment and Performance Bonds are attached (8 pages).

**PERFORMANCE BOND** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

Bond No.: 106410971

**CONTRACTOR:**

*(Name, legal status and address)*

First Choice Public-Private Partners:  
Fredericksburg OWG School, LLC  
c/o English Construction Company, Inc.  
615 Church Street  
Lynchburg, Virginia 24504

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183

**OWNER:**

*(Name, legal status and address)*

The School Board of the City of Fredericksburg  
Fredericksburg City Public Schools  
817 Princess Anne Street  
Fredericksburg, Virginia 22401-7447

**CONSTRUCTION CONTRACT**

Date: October 1, 2015

Amount: \$ 12,500,000.00

Description:

*(Name and location)*

Design and Construction of Old Walker-Grant School Building Project, Fredericksburg, Virginia

**BOND**

Date: January 4, 2016

*(Not earlier than Construction Contract Date)*

Amount: \$12,500,000.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: First Choice Public-Private Partners:  
Fredericksburg OWG School, LLC  
*(Corporate Seal)*

**SURETY**

Company: Travelers Casualty and Surety Company of  
America *(Corporate Seal)*

Signature: 

Name and Title: Allen M. Hamblen, Project Executive  
c/o English Construction Company, Inc.  
615 Church Street, Lynchburg, VA 24504

Signature: 

Name and Title: Whitney D. Melton, Attorney-In-Fact  
202 River Oaks Drive, Altavista, VA 24517

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**PAYMENT  
BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: 106410971

**CONTRACTOR:**  
(Name, legal status and address)  
First Choice Public-Private Partners:  
Fredericksburg OWG School, LLC  
c/o English Construction Company, Inc.  
615 Church Street  
Lynchburg, Virginia 24504

**SURETY:**  
(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183

**OWNER:**  
(Name, legal status and address)  
The School Board of the City of Fredericksburg  
Fredericksburg City Public Schools  
817 Princess Anne Street  
Fredericksburg, Virginia 22401-7447

**CONSTRUCTION CONTRACT**  
Date: October 1, 2015  
Amount: \$12,500,000.00  
Description:  
(Name and location)  
Design and Construction of Old Walker-Grant School Building Project, Fredericksburg, Virginia

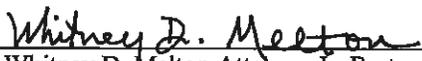
**BOND**  
Date: January 4, 2016  
(Not earlier than Construction Contract Date)

Amount: \$12,500,000.00  
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: First Choice Public-Private Partners:  
Fredericksburg OWG School, LLC  
(Corporate Seal)

**SURETY**  
Company: Travelers Casualty and Surety Company of  
America (Corporate Seal)

Signature:   
Name and Title: Allen M. Hamblen, Project Executive  
c/o English Construction Company, Inc.  
615 Church Street, Lynchburg, VA 24504

Signature:   
Name and Title: Whitney D. Melton, Attorney-In-Fact  
202 River Oaks Drive, Altavista, VA 24517

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**Exhibit # N**

**RENTAL RATE SHEET (3 PAGES)**

**Comprehensive Agreement  
for the Design and Construction of a  
New Middle School Building  
Fredericksburg City School Board  
and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

ENGLISH GROUP 2022 BLUE BOOK RENTAL RATES

MAKE	MODEL	Capacity	Description	Hrly BB Rates
Airman	PDS185		Air Compressor	\$33.25
Caterpillar	740	40 Ton	Artic Truck	\$175.28
Caterpillar	D250E	25 Ton	Artic Truck	\$173.19
Volvo	A25C	25 Ton	Artic Truck	\$154.84
Volvo	A30G	30 Ton	Artic Truck	\$204.43
Kobelco	CK800	80 Ton	Crawler Crane	\$268.79
Terex	HC110	110 Ton	Crawler Crane	\$343.88
Link Belt	LS218H	100 Ton	Crawler Crane	\$337.53
Link Belt	LS218H II	110 Ton	Crawler Crane	\$350.81
Link Belt	218HSL	110 Ton	Crawler Crane	\$350.81
Link Belt	248HSL	200 Ton	Crawler Crane	\$444.92
Caterpillar	953C	Erops	Crawler Loaders	\$130.94
Caterpillar	953D	Erops	Crawler Loaders	\$153.77
Caterpillar	963C	Erops	Crawler Loaders	\$161.03
Caterpillar	963D	Erops	Crawler Loaders	\$182.08
Deere	700K		Crawler Tractor	\$137.27
Deere	700K LGP		Crawler Tractor	\$113.53
Komatsu	D155AX-3		Crawler Tractor	\$269.38
Caterpillar	D3KXL		Crawler Tractor	\$70.53
Deere	450J		Crawler Tractor	\$95.39
Deere	450K		Crawler Tractor	\$95.36
Komatsu	D65EX-17		Crawler Tractor	\$143.00
Komatsu	D65EX-18		Crawler Tractor	\$142.14
Caterpillar	D6KXL		Crawler Tractor	\$140.07
Caterpillar	D6NXL		Crawler Tractor	\$180.58
Caterpillar	D8R		Crawler Tractor	\$246.49
Caterpillar	D9N		Crawler Tractor	\$248.28
Yanmar	ViO35-6A		Mini Excavator	\$48.55
Yanmar	SV100-2A		Mini Excavator	\$90.09
Caterpillar	311FL		Excavators	\$103.76
Caterpillar	320ELRR		Excavators	\$140.90
Caterpillar	336ELH		Excavators	\$146.48
Caterpillar	336FL		Excavators	\$177.39
Komatsu	PC210LC11		Excavators	\$116.16
JLG	400S 4wd	40'	Manlift	\$54.28
JLG	600S 4wd	60'	Manlift	\$108.38
Genie	S120 4wd	120'	Manlift	\$159.12
Genie	S80 4wd	80'	Manlift	\$165.88
Caterpillar	12H		Motorgrader	\$107.04
Caterpillar	12M		Motorgrader	\$161.04
Caterpillar	615CII		Paddle Pan	\$234.89
Caterpillar	420E 4wd		R/T Backhoes	\$82.47
Caterpillar	420EIT 4wd		R/T Backhoes	\$87.52
Grove	RT525C	25 Ton	R/T Crane	\$175.77
Link Belt	RTC8050	50 Ton	R/T Crane	\$393.22
Terex	RT160	60 Ton	R/T Crane	\$282.68

ENGLISH GROUP 2022 BLUE BOOK RENTAL RATES

MAKE	MODEL	Capacity	Description	Hrly BB Rates
Caterpillar	M318-07		R/T Excavators	\$114.51
Caterpillar	M322D		R/T Excavators	\$161.74
Caterpillar	815F		S.F. Compactors	\$262.29
Caterpillar	825G		S.F. Compactors	\$333.12
Caterpillar	621F		Scraper	\$281.03
Caterpillar	631E		Scraper	\$421.07
Deere	312G		Skid Steer	\$52.40
Deere	317G		R/T Skid Steer	\$66.60
Takeuchi	TL8RW		R/T Skid Steer	\$67.95
Lull	1044-54		Tele Mat. Handler	\$136.05
Lull	644E-42		Tele Mat. Handler	\$149.87
Lull	844C-42		Tele Mat. Handler	\$139.92
Caterpillar	TH460		Tele Mat. Handler	\$110.90
Caterpillar	CS433E		Vib. Compactors	\$106.18
Caterpillar	CS563E		Vib. Compactors	\$138.18
Ingersoll-Rand	SD70F		Vib. Compactors	\$73.72
Deere	444J		Wheel Loaders	\$60.85
Caterpillar	920-14		IT Wheel Loaders	\$88.31
Caterpillar	938M		IT Wheel Loaders	\$80.73
Deere	444K		IT Wheel Loaders	\$56.73
Kenworth	T370 Quad		Dump Truck	\$95.00
International	4400 Quad		Dump Truck	\$95.00
ICE	416L		Vib. Sheeting Hammer	\$107.98
C-P	RX-46		Hydraulic Breaker	\$58.50(*)
(*)To Be Added to Cat 336 ELH Excva. Rate				

**Exhibit # O**

**VENDOR'S CERTIFICATION – NO CRIMES AGAINST CHILDREN (1 PAGE)**

**Comprehensive Agreement  
for the Design and Construction of a  
New Middle School Building  
Fredericksburg City School Board  
and**

**First Choice Public-Private Partners: Fredericksburg II, LLC**

**Exhibit O**

**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

Design-Builder acknowledges that the implementation of this Contract requires Design-Builder, Design-Builder’s employees or other persons that will provide services under this Contract to have direct contact with students who attend **Fredericksburg City Public Schools**. Therefore, Design-Builder hereby certifies that neither Design-Builder, Design-Builder’s employees nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Design-Builder understands that pursuant to Code of Virginia § 22.1-296.1. making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class I 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. **The Fredericksburg City School Board** shall not be liable for materially false statements regarding the certifications required under this Contract.

\*\*\*\*\*

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Design-Builder**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Exhibit # P**

**SITE PLAN (1 PAGE)**

**Comprehensive Agreement**

**for the Design and Construction of a**

**New Middle School Building**

**Fredericksburg City School Board**

**and**

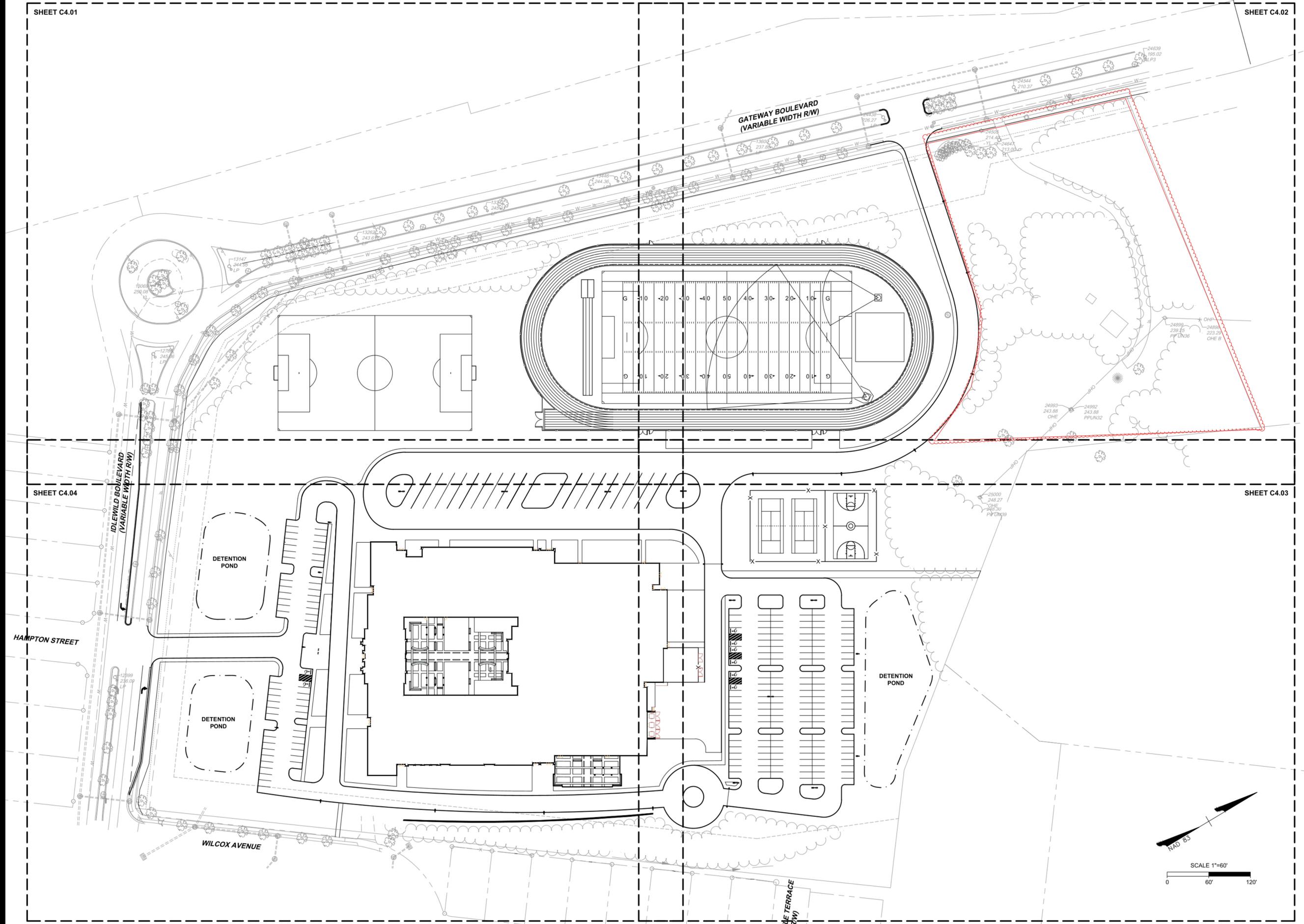
**First Choice Public-Private Partners: Fredericksburg II, LLC**

SHEET C4.01

SHEET C4.02

SHEET C4.04

SHEET C4.03



**MOSELEYARCHITECTS**

3200 NORFOLK STREET, RICHMOND, VA 23230  
 PHONE (804) 794-7555 FAX (804) 355-5690  
 MOSELEYARCHITECTS.COM

**BID DRAWINGS  
 NOT FOR  
 CONSTRUCTION**



**NEW MIDDLE SCHOOL**

**FREDERICKSBURG CITY PUBLIC SCHOOLS**

**IDLEWILD BOULEVARD**

PROJECT NO: 612428  
 DATE: JUNE 20, 2022

DATE	DESCRIPTION
06/03/22	PRICING SET
06/20/22	35% DESIGN DEVELOPMENT

**OVERALL LAYOUT  
 PLAN**

**C4.00**

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