

## INTERIM AGREEMENT

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**THIS INTERIM AGREEMENT** (this “**Agreement**”), dated as of February 24, 2025, (the “**Effective Date**”), between **JAMES CITY COUNTY**, a political subdivision of the Commonwealth of Virginia (the “**County**”) and **Henderson-Gilbane Joint Venture (“HGJV”)**, recites and provides as follows:

### RECITALS

A. On December 7, 2022, the County received an unsolicited proposal, under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (“**PPEA**”) and the County’s PPEA Guidelines (“**Guidelines**”), pursuant to an unsolicited proposal for a Consolidated Government Center Complex (the “**Project**”). After public notice, other proposals were received by the May 25, 2023 deadline.

B. As permitted by the PPEA, the County and HGJV now desire to enter into this second interim agreement to facilitate and support the efficient and comprehensive evaluation of the Project, as hereinafter more particularly set forth (the “**Agreement**”).

### AGREEMENT

In consideration of the premises set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and HGJV (each a “**Party**” and together the “**Parties**”) hereby agree as follows:

#### 1. **Interim Agreement: Purpose; Scope.**

a. **Interim Agreement.** This Agreement is an “interim agreement” (as that term is used under the PPEA and the Guidelines) between the County and HGJV in regard to the Project.

**Purpose and Scope.** The Purpose of this Agreement is to engage HGJV to produce for the County certain services, reports, plans, and recommendations (collectively, the “**Deliverables**”) regarding the 100% complete design plan, site testing and surveys of the Project. The Parties anticipate that the County will use all, or a portion of, the Deliverables to determine whether to approve the Project and whether to pursue a comprehensive agreement with HGJV pursuant to the PPEA and the Guidelines. The scope of work will include working with the County to finalize the design development, confirming the budget, and other deliverables listed in the enclosed Exhibits. Exhibits A-G listed below are included and incorporated into this Agreement.

- Exhibit A- Major Components/Scope of Project Narrative
- Exhibit B- Schedule of Values in the amount of the Interim Agreement broken down into the design stages, deliverables, studies/surveys, etc.
- Exhibit C- List of Deliverables
- Exhibit D- Agreed upon baseline schedule for up to 100% of the pre-construction work to be performed under the Interim Agreement (tied to the actual execution date of the Interim Agreement)
- Exhibit E- Not used
- Exhibit F- HGJV Project Team
- Exhibit G- James City County Management Team

2. **Term.** The term of this Agreement (the “Term”) starts upon execution of the Agreement and ends upon successful completion of Deliverables in accordance with the schedule set forth in Exhibit D as may be amended throughout the design phase, unless this Agreement expires or is terminated at an earlier date under a provision of this Agreement. The Term may be extended by amendment of this Agreement, and such extensions shall be liberally granted so long as HGJV and the County are continuing negotiations and the work contemplated by this Agreement is in progress.

3. **Deliverables; Schedule; Reports; Meetings.**

a. **Deliverables and Schedule.** HGJV will use its best efforts to provide the County with the Deliverables set forth in Exhibit C in a timely fashion.

b. **Reports and Meetings.** HGJV and its designees as its project managers for the Project (“HGJV Project Principals”), along with its other principal development team members, consultants, and subcontractors (collectively, “HGJV Project Team”), as appropriate, will participate in regular meetings with all or portions of the group the County designates as its management team for the Project (the “County Management Team”) and its selected consultants. The County’s Project manager (or the County Administrator’s designee), in consultation with the designee of the HGJV Project Principals, will specify the reasonable dates and times for these meetings.

4. **HGJV Compensation and Reimbursements; Payments; Limitations.**

a. **Compensation.** As full and complete compensation for its production and provision of the Deliverables and its performance of any other obligations under this Agreement, the County will pay to HGJV an amount not to exceed \$11,359,252. This amount is subject to adjustment by amendment (i.e., change order) to this Agreement if changes in the Project components, schedule, or other details of Project Design are requested by the County.

b. **Contractual Disputes.** (a) Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude this Agreement from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work. (b) The decision of the Purchasing Director shall be final and conclusive unless HGJV appeals within six (6) months of the date of the final decision on the claim by the Purchasing Director by instituting legal action as provided in Section 10.8 of the Guidelines. (c) Under certain circumstances, beyond the control of the contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the contractor or its agent, the Purchasing Director shall grant relief from the performance of the contract or extend the time limit for performance as required in the contract. Any such extension must be issued in writing and signed by the Purchasing Director.

c. **Payments.** The Contractor shall submit to the Owner a monthly statement for its services rendered in accordance with the compensation and reimbursable expenses

described in Paragraph 4a, and percent completion of line items in Schedule of Values set forth in Exhibit B. Payment by the County to HGJV of the statement amount shall be made within thirty (30) days after it is submitted, and accepted as approved for payment by the County in conjunction with regular monthly progress meetings.

d. **Limitations.** The County's aggregate total liability to compensate and reimburse HGJV in connection with the scope of this Agreement (whether as part of a compensable cost, or otherwise) will not exceed \$11,359,252, unless this Agreement is amended in accordance with paragraph 4.a above.

## **5. Project Approval; Possible Comprehensive Agreement.**

- a. **Approval Status.** The County is still evaluating feasibility of the Project. Accordingly, this Agreement is not, and is not intended to be, evidence of any such approval, or a promise or assurance that the County will approve the Project, or that the County will approve another Agreement or a comprehensive agreement with HGJV. HGJV has submitted the Proposal, has entered into the engagement evidenced by this Agreement, and will contribute to the evaluation process of the Project at its own risk and cost, except for its rights to compensation expressly set out in this Agreement. HGJV's requirements for performance are expressly set out in Exhibit C and unless additional services are approved via amendment (i.e., change order) to this Agreement, HGJV will have no requirement to perform services outside of that which is set out in Exhibit C.
- b. **Possible Comprehensive Agreement.** The County (in its sole discretion) may determine that it is appropriate to attempt to negotiate phase 1 of a comprehensive agreement with HGJV that is acceptable to the County and HGJV if the County so determines for the purpose of early site work. The County and HGJV will formulate a negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timetable.

## **6. Expiration/Termination of Agreement.**

This Agreement will expire upon the successful performance of all the material terms in this Agreement. All Deliverables then made or in production, including any work product, plans, projections, design concepts and other items delivered or due to be delivered to the County on or before the date of termination, or expiration, will become the property of the County upon delivery, provided that the County has paid to HGJV all sums which are due and payable to HGJV as required by the terms of this Agreement.

## **7. Designated Project Personnel.**

- a. **Contractor.** HGJV Project Principals and the members of the HGJV Project Team are all listed on **Exhibit F**. While this Agreement is in effect, HGJV will cause each of the HGJV Project Principals to devote sufficient time and attention to directing and overseeing HGJV's performance under this Agreement, ensure participation in all meetings and conferences specified in the Project Schedule listed in Exhibit D or required under this Agreement by appropriate team members, and to interact with members of the County Management Team and the County's consultants and representatives for purposes

of this Agreement. HGJV may change the composition of the HGJV Project Principals only upon receiving the prior consent of the County, which will not be unreasonably withheld.

**County.** The County's Project manager and the members of the County Management Team are all listed on **Exhibit G**. While this Agreement is in effect, the County will cause the County Management Team to devote sufficient time and attention to directing and overseeing the County's performance under this Agreement, including supplying timely approvals as needed per the Project schedule as amended, ensure participation in all meetings and conferences specified in the Project schedule or required under this Agreement by appropriate team members and to interact with members of the HGJV Project Principals for purposes of this Agreement.

**8. Accuracy of Proposal; Representation & Warranties.** HGJV represents and warrants to the County that (i) to the best of HGJV's knowledge and belief as of the date of this Agreement all factual statements made in HGJV's submissions to the County evidencing the Project (including those pertaining to prior experience and expertise) are true, accurate, and not misleading in any material respects, (ii) HGJV has the expertise and capacities to perform its other obligations under this Agreement, (iii) the data and other information contained within the Deliverables will be accurate and complete and its use for the purposes of this Agreement will not violate any law, or infringe or violate any property right, and (iv) HGJV has full power and authority to enter into this Agreement, and the person[s] signing this Agreement on behalf of HGJV has full power and authority to bind HGJV under this Agreement.

**9. No Liability of Officials, Employees or Agents.** No director, officer, official, employee, agent, or representative of the County is, or will be, personally liable to HGJV, the HGJV Project Principals, or the HGJV Project Team, or any successor in interest of any of them, as a consequence of any default or breach by the County for any sum that may become due to HGJV, any of the HGJV Project Team or and of the HGJV Project Principals, or any successor in interest of any of them, or on any obligation incurred under this Agreement. No officer, official, employee, agent or representative of HGJV, any of the HGJV Project Principals, or any of the HGJV Project Team will be personally liable to the County, or any successor in interest, as a consequence of any default or breach by HGJV, any of the HGJV Project Principals, or any of the HGJV Project Team for any amount which may become due to the County or any successor in interest, or on any obligation incurred under this Agreement.

**10. Insurance.**

- a. **Coverages.** HGJV at its expense and not as a compensable cost, must carry the following insurance coverages: Workers' compensation insurance; commercial general liability insurance (on an occurrence basis); automobile liability insurance for any automobile owned, hired, or non-owned; professional liability/errors and omissions insurance; and umbrella/excess liability insurance. The commercial general liability policy must be for a combined single limit for personal injury and property damage of not less than \$1,000,000.00, and must provide coverage, at a minimum, for (i) broad form contractual liability specifically covering this Agreement, (ii) products liability and completed operations, and (iii) broad form property damage coverage. The automobile liability policy must a combined single limit policy for bodily injury and property damage of not less than \$1,000,000.00. The professional liability/errors and omissions policy must cover liability due to errors or omissions in the performance of services and production of the Deliverables under this Agreement, including the job functions of each HGJV employee or contractor performing Services under this agreement, with limits of not less than \$2,000,000.00 per

claim. If the professional liability/errors and omissions insurance policy is written on a “claims made” basis, HGJV shall maintain such coverage or exercise an extended reporting period for at least three years after completion of the Deliverables pursuant to this Agreement. The umbrella/excess liability policy must be for a maximum single limit of \$25,000,000.00 for supplementing the commercial general liability policy, workers compensation and automobile liability policy. Workers’ compensation coverage must conform to statutory requirements.

**Minimum Requirements.** The required insurance coverages specified in this provision are minimum insurance coverages and coverage amounts, and those specifications are only for the purposes of this Agreement. The County has not assessed the risk to which HGJV may be exposed, or the liability HGJV may incur, in connection with this Agreement, nor has the County represented in any fashion that such coverages or coverage amounts are prudent or otherwise sufficient to protect HGJV’s interests.

## **11. Default; Remedies; Limitations.**

- 1. Default.** If a Party fails to perform any of its obligations under this Agreement (a “**Default**”), the other Party is entitled to give notice to the defaulting Party, which must specify the Default and demand of performance. The defaulting Party must cure the specified Default within ten (10) calendar days after it receives the notice of Default are as otherwise agreed to by the Parties (the “**Cure Period**”).
- 2. Remedies.** If the defaulting Party does not cure the Default within the Cure Period, the non-defaulting Party will be entitled to (i) terminate this Agreement immediately by giving notice of termination to the defaulting Party and (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement.
- 3. Limitations.** Notwithstanding anything in this Agreement, neither the County nor HGJV will liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

**12. Notices.** To be effective, each notice, consent, approval, waiver, or similar communication or action required or permitted to be given under this Agreement (a “**Notice**”) must be in writing and must be delivered either by private messenger service (including a nationally recognized overnight courier), or by USPS mail, addressed as provided in this provision or delivered via e-mail with delivery confirmation. Each Notice will be considered given on the date it is provided to the applicable messenger, or to the USPS, or on the delivery confirmation notification as the case may be and will be considered received on the date actually received, unless delivery is evaded, in which case, the date delivery is attempted will be considered the date the Notice is received. Each address set forth in this provision will continue in effect for all purposes under this Agreement unless a Party replaces its address information by appropriate new information by a Notice to the other Party in compliance with this provision:

**To the County:**

Brad Rinehimer  
Assistant County  
Administrator  
James City County  
Williamsburg, VA 23185  
Tel.: 757-253-6616  
Email: [Brad.Rinehimer@jamescitycountyva.gov](mailto:Brad.Rinehimer@jamescitycountyva.gov)

**To HGJV:**

William Davis  
Vice President  
Henderson/Gilbane a Joint Venture  
5806 Mooretown Road  
Williamsburg, VA  
23188  
Tel.: 757-298-6289  
Email: [al@hendersoninc.com](mailto:al@hendersoninc.com)

**13. Various Contract Matters.**

a. **Governing Law; Binding Contract; Waiver.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. This Agreement is binding upon, and inures to, the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not, and is not to be construed as, a waiver or relinquishment of that Party's right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

b. **No Third-Party Beneficiary or Other Similar Rights.** There are no third-party beneficiaries to this Agreement. Accordingly, no third-party is entitled to make any claim under this Agreement for failure to perform or other breach under this Agreement. Only the Parties (and their respective permitted successors and permitted assigns) are entitled to rely upon the provisions of this Agreement.

c. **Compliance with Laws.** HGJV must comply, and must cause the HGJV Project Team, and HGJV's agents and subcontractors to comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of its obligations under this Agreement.

d. **Prior Agreements and Discussions.** Any agreement (whether in writing or oral) between the County and HGJV existing before or contemporaneously with this Agreement relating to the Project (or any prior versions of this Agreement are superseded by this Agreement. All prior discussions and negotiations as to the Project (or any prior versions of this project) are merged into this Agreement. The submission of any unexecuted copy of this Agreement does not constitute an offer to be legally bound by the provisions of the document submitted; and no Party will be bound by this Agreement until it is approved, executed, and

delivered on behalf of both Parties.

e. **Assignment.** HGJV is not entitled to assign its rights, nor delegate its duties, under this Agreement without the prior consent of the County, which consent the County may withhold in its sole discretion.

f. **Entire Agreement; Amendment; Counterparts.** This Agreement constitutes the entire agreement of the Parties as to the Project. This Agreement may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed in any number of counterparts and, so long as each Party signs at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.


g. **Rules of Usage and Interpretation.** The captions in this Agreement are for convenience only and are not to be used in its interpretation. This Agreement shall not be construed against one Party, or the other Party, on the basis that its counsel drafted it or participated in its drafting. The words “include,” “including,” or words to similar purport are not to be construed to be words of limitation. References to a Party means and includes that Party and its permitted successors and permitted assigns.

h. **Venue.** Any legal action, equitable cause, or other judicial proceeding with respect to this Agreement must be brought in the courts of the Commonwealth of Virginia in James City County, and in no other courts. By signing this Agreement, each Party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of this court.

[Signatures on next page.]

WITNESS the following signatures and seals.


**JAMES CITY COUNTY**


By:   
Name: **Scott A. Stevens**  
Title: **County Administrator**  
Date: **2-7-2025**

Approved as to form:

  
\_\_\_\_\_  
Attorney

**HENDERSON-GILBANE JOINT VENTURE**

By:   
Name: **Paul J. Choquette III**  
Title: **Regional President**  
Date: **02-18-2025**

  
Leslie H. Murphy  
president  
2/24/2025





## James City County Government Center

### *Interim Agreement #2*

#### **Exhibit A – Major Components/Scope of Project Narrative**

During the course of this interim agreement, our team (HGJV) will work with James City County (JCC) to further define the design of the project through development of the 'Design Development' and 'Construction Documents' of the new JCC Government Center building, underground parking deck and associated site conditions.

Over the course of the 17-month agreement HGJV will prepare and present design updates to JCC working and executive groups. Program requirements and expectations will be discussed and agreed upon by JCC and the design will develop based on those parameters. Final deliverables of the interim agreement will reflect the desires and input of JCC.

At the end of the Design Development, we will develop an Early Site Package Construction Document for permit. This set will be priced and reviewed by JCC and thusly we will enter into Comprehensive Agreement 1.

Upon completion of the Construction Documents, the Building and remaining design will go for permit review. This set will be priced and reviewed by JCC and thusly we will enter into a Comprehensive Agreement 2.

#### **Alternates;**

- School Admin Building
- Above-grade Parking Deck
- Library



James City County Government Center

*Interim Agreement #2***Exhibit B - Schedule of Values**

	DESCRIPTION	SCHEDULED VALUE
<b>Design Development Design Phase - Feb 2025 - June 2025</b>		
	Updated Design Documents	\$4,322,424
	Site Plan Development	\$301,000
	Additional Geotech	\$25,500
	Updated Traffic Study	\$7,500
	Locating & Surveying of Water Lines	\$9,500
	Updated Schedule and Estimate	Included
<b>Subtotal Cost - Design Development Design Phase</b>		<b>\$4,665,924</b>
<b>Construction Document Design Phase - July 2025 - June 2026</b>		
	Updated Design Documents	\$6,327,328
	Site Plan Development	\$261,000
	Updated Schedule and Estimate	Included
	Comprehensive Agreement #1 - Early Site Package	Included
	Comprehensive Agreement #2 - New Building Package	Included
<b>Subtotal Cost - Construction Document Design Phase</b>		<b>\$6,588,328</b>
<b>Contingency</b>		<b>\$100,000</b>
<b>Owner Allowance: Reimbursables (Printing, Travel, etc)</b>		<b>\$5,000</b>
<b>TOTAL COST - INTERIM AGREEMENT #2</b>		<b>\$11,359,252</b>

## Alternates:

Stand Alone Parking Garage	\$618,054
School Administration Building	\$3,196,829
Library - Programming/Schematic Design with Cost Estimate Only**	\$924,949

\*\* Full design fee for Library cannot be accurately estimated without a further developed scope and budget. Upon completion of Schematic design and a cost estimate, the team can finalize the costs for DD through CA services.



**James City County Government Center**

*Interim Agreement #2*

**Exhibit C - List of Deliverables**

**GENERAL DELIVERABLES**

**Client Design meetings** - Conduct coordination meetings with JCC Working Group at least monthly throughout the Design Phase. Provide presentations/briefings of design to public bodies, such as Board of Supervisors as needed.

**Comprehensive Agreement** – Develop (2) Comprehensive Agreement proposals based on completeness of drawings for review and signoff by JCC. First agreement will consist of an Early Site Package. The second agreement will be a complete package for the remaining work.

**SITE PLAN DEVELOPMENT**

**Site Plan Development** – Continue designing the site and civil package through Design Development and Construction Document phase.

**Additional Geotech Borings** - Perform additional soil borings in a variety of locations within the footprint of the building. Borings will be used to assess the soil's structural capacity and infiltrations capability.

**Updated Traffic Study** - given the new layout and two mini roundabout configuration of Ashbury an updated traffic study will be required.

**Additional Topography** - locating and surveying water lines on the far side of DePue and Longhill Road

**DESIGN DEVELOPMENT PHASE**

**Permitting Authority Meetings** – Brief and begin coordinating with local private and public authorities as well utility companies.

**DD Estimate and Value Engineering** – Provide an estimate of the DD drawings and value engineering exercise for JCC review and approval to ensure project is staying on budget.

**CONSTRUCTION DOCUMENTS PHASE**

**Permit Review** – Submit documents to Authority Having Jurisdiction (AHJ) to complete the design drawings to the level of care necessary for permit.



## James City County Government Center

**50% Check Estimate** - Provide an abbreviated estimate of the CD drawings half way through production to ensure design team is sticking to budget

### Alternates

- **School Administration Building/Wing**
- **Above Grade Parking Garage**
- **Library**

### EXCLUSIONS

- **MBE/SWAM outreach events**
- **MBE/SWAM participation goals**
- **PM, Legal, Permitting fees**

# James City County Government Center Project Responsibility Matrix



01/20/26

	Design Builder Furnished & Installed	Owner Furnished; Design Builder Installed	Owner Furnished; Owner Installed	Notes:
<b>Design / Engineering / Field Testing:</b>				
Architectural Design Fee	X			
Structural Engineer Design Fee	X			
Mech/Elec/Plumb Engineer Design Fee	X			
Fire Suppression Engineer Design Fee	X			Delegated design
Construction Administration Service Fee	X			
Kitchen Equipment Design Fee	NA	NA	NA	
Acoustical Consultant Design Fee	X			
Interior Designer Service Fee	X			
Furniture Design Service Fee			X	
Cost Consultant Service Fee	X			
Scheduling Consultant Service Fee	X			
LEED Registration Fee			X	
LEED Design Service Fee	X			
LEED Construction Administration	X			
Standard Commissioning	NA	NA	NA	
Enhanced Commissioning			X	
Civil Design	X			
Landscape / Hardscape Design Fee	X			
Site Lighting Design Service Fee	X			
Irrigation Design Service Fee	NA	NA	NA	
Traffic Study Fee	X			
Topo Survey Fee	X			
Boundary Survey Fee			X	JCC will take care of this
Water Flow Test & Model	X			
Endangered Species Study Fee	X			
Wetlands Delineation Fee			X	N/A - Not required
Archaeological Survey Fee			X	N/A - Not required
Geotechnical Engineer Service Fee	X			
Special Inspections - Agent 1			X	
Special Inspections - Agent 2			X	
Materials testing			X	
Air Barrier / Building Envelope Testing			X	JCC will require and hire independent 3rd party testing
<b>Permitting / Approvals / Legislative:</b>				
Site Plan Review Fee			X	JCC will waive or pay fees directly
Land Disturbance/ E & S Fees			X	JCC will pay required portion to the state
Stormwater Pollution Prevention Plan (SWPPP) Permit / Bonds	X			HQJV to post bond and obtain permit
Virginia Stormwater Management Program (VSMP) Permit / Bonds	X			HQJV to post bond and obtain permit
Other Environmental Fees			X	JCC will waive or pay fees directly
VDOT Related permit Fee	X		X	HQJV to secure permit/JCC will pay for it
Ashbury Lane / VDOT Transfer			X	JCC will waive or pay fees directly
Rezoning / SUP Fee			X	JCC will waive or pay fees directly
Building Permit Fee	X		X	HQJV will secure permit/JCC will waive or pay fees directly
Trade Permit (P,M,E, F) Fees	X		X	HQJV will secure permit/JCC will waive or pay fees directly
Health Department Fee	NA	NA	NA	
DRB/ARB Fee	NA	NA	NA	
<b>Construction:</b>				

	Design Builder Furnished & Installed	Owner Furnished; Design Builder Installed	Owner Furnished; Owner Installed	Notes:
Building Construction Cost	X			
Builders Risk Insurance	X			HGJV to secure this
Contractor Performance & Payment Bond	X			HGJV to secure this
Signage / Interior / Exterior / Monument	X			
Site Construction Cost	X			
Handling of Unsuitable Soils			X	Needs to be spelled out in comprehensive agreement
Abatement of Hazardous or Contaminated Soils / Materials			X	Needs to be spelled out in comprehensive agreement
Utilities:				
Street/Parking Lot Lights	X			Add for cameras in parking lot
VA Power Usage Fees-Set-up and Temporary Service (for construction) Fees	X			HGJV to pay for temporary service
VA Power Usage Fees-Permanent Power			X	Included management, coordination and service fees associated with utility.
VA Natural Gas - Distribution / Service Fee			X	Included management, coordination and service fees associated with utility.
Cox / Verizon - Phone / Data / Cable Service Fee			X	Included management, coordination and service fees associated with utility.
Verizon - Distribution / Service Fee			X	Included management, coordination and service fees associated with utility.
Water/Sewer Tap Fees			X	JCC to pay
Water Usage Fee	X			HGJV to pay for temporary water usage
EV Charging Stations	X			
Low Voltage / IT Services:				
Phone / Data Raceway System Cost	X			
Phone / Data Cabling System Cost			X	JCC to pay but HGJV will provide raceway/conduits necessary
Phone / Data Equipment System Cost			X	JCC to pay but HGJV will provide raceway/conduits necessary
Alarm (Duress & Intrusion) Raceway / Cabling / Equipment System Cost			X	JCC to pay but HGJV will provide raceway/conduits necessary
Audio/ Visual Equipment Cost			X	JCC to pay but HGJV will provide raceway/conduits necessary
Televisions / Monitors			X	JCC to pay but HGJV will provide raceway/conduits necessary
Computer Equipment / Routers			X	JCC to pay but HGJV will provide raceway/conduits necessary
Radio / Antenna system (First Responder)			X	JCC to pay but HGJV will provide raceway/conduits necessary
Door Access Control System			X	JCC to pay but HGJV will provide raceway/conduits necessary
CCTV Monitoring			X	JCC to pay but HGJV will provide raceway/conduits necessary
Fire Alarm System	X			
Fire Alarm and Elevator System Monitoring			X	JCC to pay but HGJV will provide raceway/conduits necessary
Furniture / Fixtures / Equipment (FF&E)				
Kitchen Equipment			X	
Refrigerators			X	
Range			X	
Range Hood		X		JCC to pay but HGJV will install if necessary
Wall Oven		X		JCC to pay but HGJV will install if necessary
Microwave		X		JCC to pay but HGJV will install if necessary
Dishwasher			X	
Garbage Disposal			X	
Ice Machine			X	
Kitchen Items			X	
Table and Chairs			X	
Office Furniture			X	
Site Furniture (Tables / Chairs / Trash cans / Benches)	X			
Site Bike Racks	X			

	Design Builder Furnished & Installed	Owner Furnished; Design Builder Installed	Owner Furnished; Owner Installed	Notes:
Site Planters	X			
Projection Screens / White boards / Bulletin Boards			X	JCC to purchase/install- HGJV will provide raceway/conduit as needed
File Cabinets			X	
Training Room - furniture and equipment			X	
Exercise Equipment			X	
Toilet Accessories (Related to paper products)		X		
Flags for Flag poles		X		
Window Treatment	X			
Work Stations (Not Cubicles)			X	
Mobile Shelving Systems		X		If required
Men's and Women's lockers	X			
Vehicle Traffic Control Equipment/ Coiling door at entrance	X			
Moving and Storage Costs			X	
<b>Development:</b>				
Land Purchase			X	
Closing Cost / Banking Fee's			X	
Construction Loan Financing			X	
Permanent Loan Financing			X	
Bank Appraisal			X	
Legal Service Fee			X	
Accounting Service Fee			X	
Owner Representative Service Fee (MBP)			X	
JCC Personal Cost			X	
Owner Contingency			X	
AEDs		X		
Dedication plaque		X		
Art work		X		If necessary
Other				To be determined



**James City County Government Center**

***Interim Agreement #2***

**Exhibit D – Schedule**

Schedule for this phase is defined as 17-months from execution of agreement. Agreed upon baseline schedule for up to 100% of the pre-construction work to be performed under the Interim Agreement 2 as defined in the detailed schedule herein.

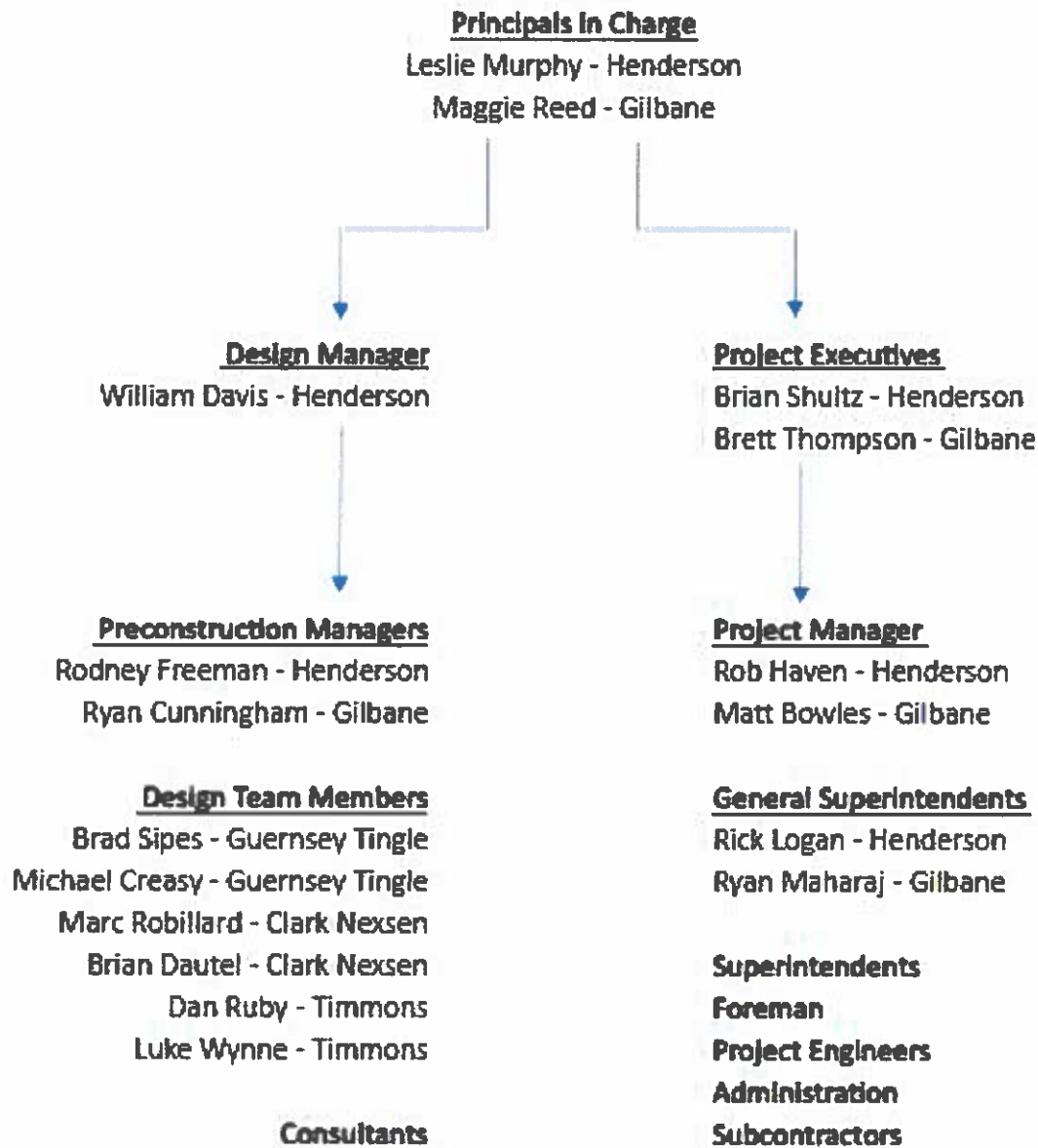




James City County Government Center

*Interim Agreement #2*

**Exhibit F – HGJV Key Personnel**





**JAMES CITY COUNTY  
EXHIBIT G**

**KEY PERSONNEL FOR JAMES CITY COUNTY TEAM**

1. **Brad Rinehimer, Assistant County Administrator**  
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