



INTERIM AGREEMENT

THIS INTERIM AGREEMENT (this “**Agreement**”), dated as of 2/9/2024, 2024, (the “**Effective Date**”), between **JAMES CITY COUNTY**, a political subdivision of the Commonwealth of Virginia (the “**County**”) and Henderson, Inc., a Virginia stock corporation (“**Henderson**”) and Gilbane Building Company, a Rhode Island corporation doing business in Virginia, (“**Gilbane**”), jointly and severally, hereinafter Henderson/Gilbane, a 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 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.

b. **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 design and construction 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 project space program, as well as providing preliminary versions of the following: architectural site plans, floor plans, colored elevations, perspective drawings, topographic survey, subsurface utility engineering and base map, geotechnical surveys, confirming the budget range, and other deliverables listed in Exhibit E. Exhibits A through F, listed below shall govern this agreement.

- Exhibit A- Major Components/Scope of Project Narrative
- Exhibit B- Key Personnel for James City County Team - (provided by JCC)
- Exhibit C- Key Personnel for HGJV Team (provided by HGJV)
- Exhibit D- Schedule of Values in the amount of the Interim Agreement

broken down into the design stages, deliverables, studies/surveys, etc. (HGJV provide)

- Exhibit E- List of Deliverables
- Exhibit F- Schedule (HGJV provide)

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 F** 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 E 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 a (NTE) \$4,450,000. This payment 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 a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the (b) The decision of the Purchasing Director shall be final and conclusive unless the contractor 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. (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 may 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 D. 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 \$4,450,000 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 E 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 E.

- b. **Possible Comprehensive Agreement.** The County (in its sole discretion) may determine that it is appropriate to attempt to negotiate the form of a comprehensive agreement with HGJV that is acceptable to the County and HGJV if the County so determines. 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 Term.

This Agreement will automatically end **upon the earliest** of: (i) execution of a comprehensive agreement, or another interim agreement, in respect of the Project; (ii) the 5th business day after the date that either Party receives notice from the other that the Party giving notice does not intend to approve or proceed with development of the Project, or that it does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) the completion of services as described in this Agreement. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, 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, the date of the termination, or the date of expiration of the Term, **whichever is earlier**; 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 C**. 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 Schedule 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.

- b. **County.** The County's Project manager and the members of the County Management Team are all listed on **Exhibit B**. 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.**

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.
- 2. Remedies. If the defaulting Party does not cure the Default within that 10-day 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 be 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 Parties 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@jamecitycountyva.gov

To HGJV:

William Davis
Design Manager Henderson/Gilbane a Joint
Venture
5806 Mooretown Road
Williamsburg, VA 23188
Tel.: 757-298-6289
Email: 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 agreements (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 the Project) 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 by both of the 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.

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.

g. **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: *Scott A Stevens*
Name: Scott A Stevens
Title: County Administrator
Date: 2/9/2024

ATTEST:

Adam Kinsman

Approved as
to Form

Attorney

HENDERSON, Inc.

By: *Leslie H. Murphy*
Name: Leslie H. Murphy
Title: president
Date: 2/7/2024

Gilbane Building Company

By: *Paul Choquette*
Name: Paul Choquette
Title: Regional President
Date: 2/6/2024



JAMES CITY COUNTY MUNICIPAL COMPLEX

January 24, 2024

Exhibit A – Scope of Work

During the course of this interim agreement, our team (HGJV) will work with James City County (JCC) to define key elements of the project, establish program requirements and develop 30% design of a new municipal office building, free standing precast parking deck, school administrative building and associated site conditions.

Over the course of the 9-month agreement HGJV will prepare and present a variety of schemes and options 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.



**JAMES CITY COUNTY
EXHIBIT B**

KEY PERSONNEL FOR JAMES CITY COUNTY TEAM

1. **Brad Rinehimer, Assistant County Administrator**
Brad.Rinehimer@jamescitycountyva.gov
757-253-6616
2. **Sharon McCarthy, Financial and Management Services Director**
Sharon.McCarthy@jamescitycountyva.gov
757-253-6633
3. **Paul Holt, Director of Community Development**
Paul. Holt@jamescitycountyva.gov
757-253-6674
4. **Grace Boone, Director of General Services**
Grace.Boone@jamescitycountyva.gov
757-259-4082
5. **Shawn Gordon, Chief Civil Engineer**
Shawn.Gordon@jamescitycountyva.gov
757-259-4081
6. **Patrick Page, Information Resource Management Director**
Patrick.Page@jamescitycountyva.gov
757-253-6667
7. **Jim Yatzeck, McDonough Bolyard Peck (Consultant)**
JYatzeck@mbp.com
757-259-0284/757-254-1359



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JAMES CITY COUNTY MUNICIPAL COMPLEX

December 6, 2023

Exhibit C – HGJV Key Personnel



Principals - in - Charge

Leslie H. Murphy LEED AP
Maggie Reed



Design Manager

Al Davis

Project Executives

Brian Schultz LEED AP, ASSOC DBIA
Robert "BJ" Belcher



Preconstruction Managers

Rodney Freeman, DBIA
Ryan Cunningham

Project Managers

Ron Houser
Matt Bowles

Design Team Members

Steve Hostetler, PE
Dan Ruby
Thomas G. Tingle, AIA
Brad A. Sipes, Associate AIA
Michael Creasy, AIA
Chad Poultney, AIA, LEED AP
Scott Boyce, AIA, LEED AP
Brian Turner
PE, CEM, BEMP, CRM, LEED AP, BD+C, CMVP
Tim Mills, PE, LEED AP, CIT II

General Superintendents

Rick Logan
Ryan Maharaj

Superintendents

Foreman
Project Engineers
Administration/Accounting
Subcontractors

James City County
 Consolidated Municipal Complex
 Williamsburg, VA
 Exhibit D - Schedule of Values



ITEM NO.	DESCRIPTION	SCHEDULED VALUE
Programing Phase - February 2024 thru April 2024		
	Programing Phase Meetings and Deliverables	\$1,460,401
	Includes the following:	
	Updated Building Program Spreadsheet	Included in Base Cost
	LEED Determination Documents	Included in Base Cost
	Topographic Surveys and Subsurface Utility Location Services	\$35,000
	Geotechnical Subsurface Investigation Report	\$35,000
	Traffic Study	\$35,000
	Environmental Studies	\$3,000
	Water Flow Test Model	\$7,500
	Updated Cost Model	Included in Base Cost
	Updated Construction Schedule	Included in Base Cost
	***Travel / Site Visit Expenses (Reimbursable Allowance)	\$2,500
	***Document Reproduction / Printing Expenses (Reimbursable Allowance)	\$2,500
	***Presentation Materials / Renders / Models / Video Expenses (Reimbursable Allowance)	\$10,000
Subtotal Cost - Programing Phase		\$1,590,901
Schematic Design Phase - May 2024 thru October 2024		
	Updated Design Documents and Basis of Design Narrative	\$2,184,599
	Includes the following:	
	Site Plan Development	\$422,000
	Updated Building Program Spreadsheet	Included in Base Cost
	LEED Determination Documents	Included in Base Cost
	Updated Cost Model (Full Schematic Design Estimate)	Included in Base Cost
	Updated Construction Schedule	Included in Base Cost
	***Travel / Site Visit Expenses (Reimbursable Allowance)	\$2,500
Subtotal Cost - Schematic Design Phase		\$2,609,099
Design Contingency		\$250,000
TOTAL COST - INTERIM AGREEMENT		\$4,450,000
***Note that items classified as Reimbursable Allowances will be tracked and billed as T&M as applicable		



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January 24, 2024

Exhibit E- Attachment 1, Design Deliverables

This “Design Deliverables Detail” is proposed as a supporting document to Exhibit E. Items in [blue text](#) are instances of deliverables to be provided by JCC.

General Deliverables

Budget Cost: Develop and report cost ranges associated with the municipal office building, free standing precast parking deck, school administrative building and associated site conditions.

Schedule: Develop an interim agreement progress schedule. Develop a milestone based overall project delivery schedule.

Site Design Deliverables

Topographic Survey: A field survey will be conducted to locate existing physical improvements and physical features within the project limits. A field survey will be conducted to recover existing property boundary corner monuments to establish the property boundary of record in areas relative to this project sufficient for site planning purposes only.

- A topographic base map will be prepared from field collected data to accurately depict the existing site conditions.

Subsurface Utility Designation: An underground utility survey will be performed to designate and map underground facilities on the project site.

Threatened & Endangered Species Study: Perform a limited review of threatened and endangered species whose known habitat falls within the project area.

- *Note Should species of concern or critical habitat be identified in our habitat assessment or by regulatory authority, we will prepare a scope of work and budget for approval for relevant out-of-scope services.*

Traffic Impact Analysis: Provide preliminary Traffic Engineering Services to support the schematic design effort.

Geotechnical Engineering: Perform preliminary soil borings in a variety of locations within the site limits. Borings will be used to assess the soil’s structural capacity and infiltrations capability.

Schematic Site Design: This phase will focus on development of the building footprint and associated site amenities.

- Site plans during this phase will generally consist of the Existing Conditions Mapping, Site Layout Plan and preliminary rough grading, utility routings, stormwater management



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January 24, 2024
Exhibit F - Schedule

Schedule for this phrase is defined as nine (9) months from execution of agreement. Further milestones will be developed as part of this phase of work.



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design.

Building Design Deliverables

Space Needs Study: Review updated Space Needs Study and provide recommendations to JCC on changes/improvements.

- JCC to provide updated Space Needs Study (Moseley Study) to include departments, occupancy, and standards for spaces (offices, conference rooms, training rooms, etc.)
- JCC will provide and review current facility standards, including equipment, materials, systems, and preferred manufacturers.

Meetings: Conduct meetings with department leadership to review spaces needs study, discuss adjacencies and potential additional shared spaces for improved building efficiency.

- Coordinate and conduct community engagement process, to include:
 - Facilitate public “Townhall Meetings” with the following primary objectives - share the status of the design and the process which was followed to achieve the design; and gather input from the public audience on current design solutions. Information is then categorized, summarized, and presented back to the JCC Design Committee to discuss and resolve as needed. One meeting will be held in the Programming Phase and one meeting will be held in the Schematic Design Phase.
 - Establish a “stakeholder group” consisting of JCC businesses/citizens. This group would ideally be between 8 and 12 persons and provide input/feedback to JCC and the D/B team on public spaces, public access, and creative ways to make the open areas of the building (and site) citizen-forward spaces. Meetings with this group will be held monthly.
 - Coordinate and conduct County staff engagement process, to include open house - type work sessions for county staff to share the status of the design and the process which was followed to achieve the design; and gather input from the public audience on current design solutions. One meeting will be held in the Programming Phase and one meeting will be held in the Schematic Design Phase.
 - JCC will provide meeting locations and communication for community engagement process. Support for any pre-work to be shared prior to these meetings will be provided by the JV.
- Review Document entitled “Large Staff Group Activity - Brainstorming Features for New Government Center”, dated 8/25/23. Included in this document are ideas for food service/cafeteria, meeting/conference rooms, security, recreation/fitness, parking,



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laundry/showers, workspaces/offices, outdoor spaces, interior climate control, restrooms, childcare, and specialty programs/spaces. Coordinate with JCC Working Group on priorities for these building features.

- Conduct coordination meetings with JCC Working Group at least monthly throughout the Programming Phase.
- Provide JCC with a written program for approval.

Survey Example Facilities: Tour with JCC leadership example municipal facilities to review best practices and “lessons learned” from other localities. Suggested facility visits include Virginia Beach, Suffolk and Henrico County.

- Tour JCC Law Enforcement Center with Design Committee to review best practices and lessons learned.
- Review facility needs for security, emergency power, building hardening and storm sheltering.

Schematic Building Design: Initial Design Documents will include concepts for site layout and conceptual plans for the JCC municipal office building, free standing precast parking deck, school administrative building.

- Design alternatives will be developed in conjunction with JCC including user, stakeholder and executive group feedback prior to further design development.
- Develop Architectural Schematic Design Documents to include floor plans and exterior elevations.
- Develop Structural basis of design narrative.
- Review geotechnical report and coordination with geotechnical engineer on recommendations for foundation design.
- Develop Mechanical, Electrical and Plumbing basis of design narrative. *JCC will provide design for building security systems, access control & audio/visual systems.*
- Develop LEED checklist.
- Update Fiscal Impact Model Documents at the end of the Schematic Design Phase.
- Develop color, 3D renderings of facility, including up to exterior renderings and interior renderings.
- Conduct coordination meetings with JCC Working Group at least monthly throughout the Design Phase.
- Provide presentations/briefings of design to public bodies, such as Planning Commission and Board of Supervisors.
- The HGJV Design Build Team will depend on JCC to participate in necessary meetings, make recommendations / decisions / authorizations in accordance with the project schedule.*