

INTERIM AGREEMENT

This Interim Agreement, made this 24th day of July, 2023, by the Wise County School Board, (aka Wise County Public Schools) a political subdivision of the Commonwealth of Virginia, 628 Lake Street NE, Wise, VA 24293 (hereinafter called the “Owner”), and Quesenberry’s, Inc. (dba Quesenberry’s Construction) of P.O. Drawer Q, 104 E. 19th Street, Big Stone Gap, VA 24219 (hereinafter called the “Design-Builder”). The term Design-Builder shall be synonymous with Private Entity or PPEA Firm or Contractor.

WITNESSETH that the parties hereto agree as follows:

(A) THE DESIGN-BUILD DOCUMENTS

This Interim Agreement consists of this agreement between Owner and Design-Builder (hereinafter, the “Agreement”) and its attached Exhibits; Terms and Conditions included herein; the Project Criteria, including changes to the Project Criteria proposed by the Design-Builder and accepted by the Owner, if any; the Design-Builder's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Design-Build Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Design-Builder, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria.

The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification. A Modification is a written amendment to the Agreement signed by both parties.

(B) SERVICES TO BE PERFORMED

The Design-Builder will perform the following services:

Design of an approximately 10,400 SF new, stand-alone gymnasium with canopy structure connecting to L.F. Addington Middle School. The facility is to include a vestibule, restroom facilities, one office, storage space, janitorial closet, and associated spaces with bleachers, two main court retractable goals and four cross court retractable goals, volleyball inserts, divider curtain, wall padding, striping and logo, one scoreboard with wireless controller and receivers with rough-ins for second future scoreboard. Additional ADA parking and associated sitework and utilities are to be included. Owner to provide all loose athletic equipment, furniture, shelving, IT cabling and equipment, sound system, card access system, and security cameras. All rough-ins and raceways to be provided by Private Entity. The scope of the project shall comply with the Guidelines

for School Facilities in Virginia's Public Schools document, latest version, and include all associated sitework, utilities and/or utility relocations.

Services included within this Interim Agreement shall also consist of design-build services including, but not limited to, those required to coordinate the efforts of the design-build team; budgeting and cost estimating involved with development of a Guaranteed Maximum Price (GMP), and scheduling. Design-Builder will commence work by upon execution of the Interim Agreement and services will conclude with completion of 100% design documents or written notice of termination of this Agreement by Owner consistent with section 2.2 of the Terms and Conditions, whichever occurs first. No construction services or related fees are included within the scope of this contract. It is the intent of all parties to reach a mutually agreed upon Guaranteed Maximum Price (GMP) at or around 95% design and enter into a Comprehensive Agreement for construction services.

It is understood by both Parties that this Interim Agreement establishes a Contract Cost Limit (CCL) for the design and construction of the project of \$3,620,000. The CCL is inclusive of Reimbursable Cost of the Work items to include general conditions, general requirements, and trades work, subcontractor bonds and insurances, Private Entity insurances, performance and payment bonds, fixed design fees, fixed Private Entity fee (overhead and profit), and Private Entity Contingency as outlined in letter to Quesenberry's Construction dated June 13, 2023. The mutually-agreed upon GMP shall not exceed the CCL. The CCL is established as follows:

| | |
|----------------------------------|-------------------|
| New Gymnasium: | \$2,340,000 |
| Bleachers, Curtains, Scoreboard: | \$ 100,000 |
| Canopy to Middle School: | \$ 91,000 |
| Sitework & Utilities: | \$ 250,000 |
| Bonds & Insurances: | \$ 49,000 |
| Design Fees: | \$ 225,000 |
| Private Entity Contingency: | \$ 153,000 |
| Cost Escalation: | \$ 160,000 |
| Contractor OH and Profit (Fee): | <u>\$ 253,000</u> |
| Total CCL: | \$3,620,000 |

(C) PAYMENT FOR SERVICES

The Owner will make payments as follows:

Services noted above shall be provided for a **Not-to-Exceed (NTE) Budget of Two Hundred Six Thousand Two Hundred and 00/100 dollars (\$206,000.00).**

For NTE Budget for services provided under this Interim Agreement is as follows:

Design Development Phase (65%): \$117,000

| | |
|--|-----------------|
| Construction Documents (95%): | \$ 54,000 |
| 100% Construction Documents: | \$ 9,000 |
| Design-Build Preconstruction Services: | \$ 25,000 |
| Owner Printing Allowance: | <u>\$ 1,000</u> |
| Total: | \$206,000 |

The NTE Budget above shall include costs for all required insurance.

FIXED FEES

The Owner shall pay Fixed Fees, which consist of the architecture and engineering fees and Design-Builder's Fee for this phase of the project. The Design-Build Fixed Fee is intended to compensate the Design-Builder for home office support, overhead costs, and profit. The Fixed Fees noted above will not vary with either the estimated cost or actual cost of construction of the Project.

a. A-E Services for Design Phase Services: This component of the Fixed Fees covers the design and preparation of Construction Documents. The A-E will provide coordination with all jurisdictions, authorities, planning and zoning, and building officials to obtain all necessary input, approvals and permits. This Fixed Fee also includes the cost of professional liability insurance required to be carried by Design-Build team. Fees associated with services following development of an agreed-upon Guaranteed Maximum Price (GMP) to include construction administration will be incorporated into an intended Comprehensive Agreement.

b. Contractor Fee during pre-construction: This component of the Fixed Fees covers all pre-construction services, including design reviews, cost estimates, value management, preparation of a GMP, home office support (including project manager, project engineer, estimator, and purchasing agent), labor, fees, and overhead costs.

ALLOWANCES

An Allowance has been established for printing of copies of sets of design documents for owner review. The Design-Builder will be responsible for managing the allowance to ensure the amount of the allowance is not exceeded without prior approval of the Owner.

Partial payments in the amount of 100% of the value of the services rendered will be made in monthly installments. The value of the services rendered shall be as estimated by the Design-Builder and approved by the Owner prior to payment. Upon acceptance by the Owner of all services required hereunder, and compliance by the Design-Builder with all terms and conditions of this contract, the amount due the Design-Builder will be paid. Payment will be made based on services rendered. No retainage will be withheld.

Provided that an Application for Payment, in the format approved by Owner, is received not later than the 25th day of month, the Owner shall make payment to the Design-Builder

not later than the 25th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located, unless waived by both Parties.

(D) SCHEDULE AND DELIVERABLES

The Design-Builder shall reach the following milestones, unless otherwise approved in writing by the Owner:

| | |
|---------------------|--|
| July 24, 2023: | Execution of Interim Agreement |
| August 11, 2023: | Site Design 95% Construction Documents |
| August 28, 2023: | Execution of GMP Agreement for Site |
| September 11, 2023: | Building Design 95% Construction Documents |
| September 29, 2023: | GMP Amendment for Building Construction |
| September 1, 2024: | Substantial Completion |

(E) DISPUTE RESOLUTION

If the parties cannot resolve any dispute through good-faith negotiations, the method of binding dispute resolution shall be the following:

- ☐ Arbitration pursuant to American Arbitration Association procedures
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

This Agreement shall be construed and governed by the applicable laws of the Commonwealth of Virginia. Any disputes arising hereunder, resulting in litigation, shall be resolved by bench trial in the Circuit Court for Wise County, Virginia.

(F) MISCELLANEOUS

The Owner's Designated Representative/Project Manager:

Curtis Elswick
Sr. Vice President
Skanska USA Building Inc.
4309 Emperor Blvd., Suite 200
Durham, NC 27703
Mobile: 540-423-2860

curtis.elswick@skanska.com

Design-Builder's Designated Representative:

Abran Quesenberry
President
Quesenberry's Inc. (dba Quesenberry's Construction)
P.O. Drawer Q
104 E. 19th Street
Big Stone Gap, VA 24219
Direct: 276-523-0411
aquesenberry@quesenberrys.com

The Design-Builder's Designated Representative identified above shall be authorized to act on the Design-Builder's behalf with respect to the Project. Neither the Owner's nor the Design-Builder's Designated Representative shall be changed without ten days written notice to the other party.

The Architect, other design professionals and consultants engaged by the Design-Builder shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:

Architect/Engineer of Record (Architecture, Civil/Structural/MEP Engineering, and A/V & Security Design):
Thompson & Litton, Inc.
P.O. Box 1307
103 East Main Street
Wise, VA 24293
Tel: 276-328-2161
Contact: Dick Houchins (license number: 0401007319)

(G) EXHIBITS

Exhibit A, Quesenberry's, Inc. PPEA Conceptual Phase Proposal dated June 8, 2023
(*attached by reference*)

Exhibit B, Letter to Quesenberry's Inc. dated June 13, 2023 requesting additional information, modifications and clarifications

Exhibit C, Letter from Quesenberry's Inc. dated June 20, 2023 providing additional information, modifications and clarifications to Conceptual Phase Proposal

Exhibit D, Clarifications and Additional Information

Exhibit E, Design Standards and Processes dated June 2023

Exhibit F, Guidelines for School Facilities in Virginia's Public Schools latest edition as of date of this Agreement *(attached by reference)*

Exhibit G, Guidelines for Implementation of the Public-Private Education Facilities & Infrastructure Act of 2002 as approved as revised by the Wise County School Board October 2021 *(attached by reference)*

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Design-Builder:

 7.24-23
(Signature) (Date)

Printed Name: Abran Quesenberry

Its: President

Owner:

 7-24-23
(Signature) (Date)

Printed Name: Dr. Michael Goforth

Its: Division Superintendent

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE DESIGN-BUILD DOCUMENTS

The Design-Build Documents are identified in Section (A) of the Agreement.

1.1.2 PROJECT CRITERIA

The Project Criteria are identified in Exhibit A, Exhibit B, Exhibit C and Exhibit D attached to the Agreement and may describe the character, scope, relationships, forms, size and appearance of the Project, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts.

1.1.3 ARCHITECT

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and having a direct contract with the Design-Builder to perform design services for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative.

1.1.4 THE WORK

The term “Work” means the design and services required to complete the design documents, whether completed or partially completed, and may include review and approval of any submittals or shop drawings. The “Work” as it pertains to this Agreement shall mean design and design-build project management/project coordination services only, not actual construction work.

1.2 COMPLIANCE WITH APPLICABLE LAWS

1.2.1 If the Design-Builder believes that implementation of any instruction received from the Owner would cause a violation of any applicable law, statute, ordinance, building code, rule or regulation, the Design-Builder shall notify the Owner in writing. Neither the Design-Builder nor any Contractor or Architect shall be obligated to perform any act which they believe will violate any applicable law, ordinance, rule or regulation.

1.2.2 The Design-Builder shall be entitled to rely on the completeness and accuracy of the information contained in the Project Criteria, but not that such information

complies with applicable laws, regulations and codes, which shall be the obligation of the Design-Builder to determine. In the event that a specific requirement of the Project Criteria conflicts with applicable laws, regulations and codes, the Design-Builder shall furnish Work which complies with such laws, regulations and codes. In such case, the Owner shall issue a Change Order to the Design-Builder unless the Design-Builder recognized such non-compliance prior to execution of this Agreement and failed to notify the Owner.

1.3 CAPITALIZATION

- 1.3.1** Terms capitalized in these Terms and Conditions include those which are (1) specifically defined or (2) the titles of numbered articles and identified references to sections in the document.

1.4 INTERPRETATION

- 1.4.1** In the interest of brevity, the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- 1.4.2** Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

1.5 EXECUTION OF THE DESIGN-BUILD DOCUMENTS

- 1.5.1** The Design-Build Documents shall be signed by the Owner and Design-Builder.
- 1.5.2** Execution of the Design-Build Contract by the Design-Builder is a representation that the Design-Builder has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Design-Build Documents.

1.6 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA

- 1.6.1** Drawings, specifications, and other documents including those in electronic form, prepared by the Architect and furnished by the Design-Builder shall, upon payment for the associated services, become the sole and exclusive property of Owner. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project by the Owner.
- 1.6.2** If this Agreement is terminated for any reason, upon payment for services rendered, each of the Design-Builder’s design professionals, including the Architect, shall be contractually required to convey to the Owner a non-exclusive

license to use that design professional's design documents for the completion and use of the Project.

1.7 INDEMNIFICATION

1.7.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described within herein.

1.7.2 In claims against any person or entity indemnified under this section of the Agreement by an employee of the Design-Builder, Architect, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder, the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

1.8 Claims for Consequential Damages. Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to the Agreement. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Design-Build Documents.

1.9 INSURANCE

The Design-Builder shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, the Design-Builder's execution of the work, whether such execution be by the Design-Builder, any Subconsultant or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance shall be written for not less than the following limits, or greater if required by law:

.1 Workers' Compensation:

- (a) State: Statutory
- (b) Applicable Federal Statutory (e.g. Longshoremen's)
- (c) Employer's Liability: \$ 1,000,000 per Accident
\$ 1,000,000 Disease, Policy Limit
\$ 1,000,000 Disease, Each Employee

.2 Comprehensive or Commercial General Liability (Including Premises-Operations; Independent Design/Builders' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury: \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (b) Property Damage \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (c) Products and Completed Operations to be maintained for years after final payment: \$ 2,000,000 Aggregate
- (d) Property Damaged Liability Insurance shall provide X, C and U coverage.
- (e) Broad Form Property Damage Coverage shall include Completed Operations.

.3 Contractual Liability:

- (a) Bodily Injury \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate
- (b) Property Damage \$ 1,000,000 Each Occurrence
\$ 2,000,000 Aggregate

.4 Personal Injury, with Employment Exclusion deleted: \$ 1,000,000 Aggregate

.5 Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury \$ Each Person
- \$ Each Occurrence
- (b) Property Damage \$ Each Occurrence

(c) Combined Single Limit \$ 1,000,000 Combined Single Limit

.6 If the General Liability Coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
- (b) Fire Damage Limit shall be not less than \$1,000,000 on any one fire.
- (c) Medical Expense Limit shall be not less than \$5,000 on any one person

.7 Umbrella Excess Liability: \$5,000,000 over primary insurance
\$10,000 retention for self-insured hazards
each occurrence.

.8 If an exposure exists, Aircraft Liability (owned and non-owned) and Watercraft Liability (owned and non-owned) with limits approved by the Owner shall be provided.

.9 The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

.10 The Design Professional(s) Team Member(s) shall obtain and maintain in force during the contract period and for a period of 5 years after the final completion of the Work professional liability and errors and omission insurance in the amount of \$2,000,000 per claim and minimum of \$2,000,000 specific project excess limit. The Contractor Team Member shall obtain and maintain in force during the contract period and for a period of 5 years after the final completion of the Work professional liability and errors and omission insurance in the amount of \$1,000,000 per claim and \$1,000,000 specific project excess limit. See Exhibit I, Certificate(s) of Insurance.

2.0 WRITTEN NOTICE

2.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if sent by registered or certified mail to the last business address known to the party giving notice.

2.2 TERMINATION OR SUSPENSION OF DESIGN/BUILD CONTRACT

2.3 TERMINATION BY THE DESIGN-BUILDER

2.3.1 The Design-Builder may terminate the Design-Build Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder or a Contractor, Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2** an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3** the Owner has failed to make payment to the Design-Builder in accordance with the Design-Build Documents; or
- .4** the Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required herein.

2.3.2 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or a Contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect contract with the Design-Builder because the Owner has persistently failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Design-Build Contract and recover from the Owner as provided herein.

2.4 TERMINATION BY THE OWNER FOR CAUSE

2.4.1 The Owner may terminate the Design-Build Contract if the Design-Builder:

- .1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Contractors for services, materials or labor in accordance with the respective agreements between the Design-Builder and the Architect and Contractors;
- .3** persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- .4** otherwise is guilty of substantial breach of a provision of the Design-Build Documents.

2.4.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 accept assignment of contracts; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

2.4.3 When the Owner terminates the Design-Build Contract for one of the reasons stated above, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

2.4.4 When the Owner terminates the Design-Build Contract for one of the reasons stated above and the costs and damages exceed the unpaid balance of the Contract, the Design-Builder shall pay the difference to the Owner.

2.5 SUSPENSION BY THE OWNER FOR CONVENIENCE

2.5.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

2.5.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described herein. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible;
or
- .2 that an equitable adjustment is made or denied under another provision of the Design-Build Contract.

2.6 TERMINATION BY THE OWNER FOR CONVENIENCE

2.6.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

2.6.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts and purchase orders and enter into no further contracts and purchase orders.

2.6.3 In the event of termination for the Owner's convenience prior to commencement of construction, the Design-Builder shall be entitled to receive payment for design services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed. In case of termination for the Owner's convenience after commencement of construction, the Design-Builder shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



Wise County Public Schools

Office of the Superintendent

June 13, 2023

Abran Quesenberry, PE
President
Quesenberry's Construction
P O Drawer Q
104 E. 19th St N
Big Stone Gap, VA 24219

**RE: Wise County Public Schools
Design-Build of New Gymnasium at L.F. Addington Middle School
PPEA Conceptual Phase Proposal**

Dear Mr. Quesenberry:

This letter shall serve as receipt of a Conceptual Phase PPEA proposal from Quesenberry's Construction for the design and construction of the New Gymnasium at L.F. Addington Middle School. Wise County Public Schools ("WCPS") has accepted your proposal for further consideration and is requesting that Quesenberry's Construction provide additional information as follows:

Proposed Modifications, Clarifications and Requested Additional Information:

1. We are requesting a meeting to discuss the Conceptual Phase Proposal to align scope, schedule and budget. Please confirm your team's availability to meet as soon as possible either in-person or via virtual call.

Cost Estimate and Schedule:

1. Provide an updated estimate of cost for design and construction based upon the discussions during the meeting requested above. The requested cost estimate should be of sufficient detail to include design fees and estimated construction costs (direct trade costs/cost of work, general conditions and general requirements, bonds and insurance, contractor overhead and profit ("fee"), contractor contingency, and any other indirect costs assuming that the Owner anticipates entering into an interim agreement that establishes a contract cost limit for the project.

2. WCPS requests a voluntary reduction in design-builder fee (%) as part of good faith negotiations.

3. WCPS requests a proposed boring plan from the proposed Design-Build Team that identifies the location and number of soil borings for the project. This will be handled outside the contract with Quesenberry's Construction by WCPS.
4. WCPS is anticipating an approach that includes an Interim Agreement for design and preconstruction services for the project. The Interim Agreement is intended to establish a contract cost limit("CCL") that cannot be exceeded for the project. It is intended that a follow-on comprehensive agreement will be executed that establishes a GMP that will be at or less than the CCL established in the Interim Agreement. Please provide your thoughts on this contracting approach.
5. Provide an updated schedule that includes milestones for both design and construction activities that assumes final completion of the project by September 1, 2024.

Business Terms and Structure of the Comprehensive Agreement

1. The Owner intends to use the AIA A141-2014, Agreement between Owner and Design-Builder, form of contract as the basis for the Comprehensive Agreement which will follow the execution of the Interim Agreement. The Comprehensive Agreement will include a mutual agreement on the scope, level of quality, schedule, design approval process, a Guaranteed Maximum Price (GMP) that does not exceed the CCL, along with other terms and conditions. Please confirm you are in agreement with the intended approach and provide any suggested modifications to this approach for consideration.
2. The Owner is interested in a partnering approach throughout the life of the project. This approach includes a transparent, "open book" process whereby the Private Entity will provide copies of bids, subcontractor/vendor/supplier contracts and other procurement documentation, invoices and accounting records and the like upon the request of the Owner. Please provide your thoughts on effective means of partnering and establishing a transparent process.
3. The Private Entity will be required to bid out all major trade packages and obtain a minimum of 3 bids for each major trade package unless agreed upon in writing along with providing the Owner with copies of bid tabs and all bids/quotes at time of presentation of the GMP. Is the Private Entity in agreement with this approach?
4. The proposed structure of the GMP includes the following items. Please provide a response on whether or not you are willing to accept this structure as-is or with any modifications.
 - **Reimbursable Cost of the Work** up to the amount of the GMP including general conditions, general requirements, and trades work.
 - **Subcontractor Bonds / Insurances**
 - **Private Entity Insurances**
 - **Performance and Payment Bond**
 - **Fixed Design Fee**

- **Fixed Private Entity Fee (overhead and profit)**

- **Private Entity Contingency:** The Private Entity Contingency may be used by the Private Entity for scope gaps between trade contractors, contract default by a trade's contractor, and unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work). Any other proposed use must be approved by the Owner in writing before the Private Entity commits funds from the Private Entity Contingency. The Private Entity Contingency is for use by the Private Entity; however, the Private Entity must provide the Owner notice of each use of this contingency within a reasonable amount of time, but no later than three work days after occurrence. This includes changes that result in a credit to the Private Entity Contingency. Owner approval to use the Private Entity Contingency shall not be unreasonably withheld. The Private Entity may use the Private Entity contingency to cover the cost of any needed repairs that need to be made during the construction process; however, costs for repair work will need to be back-charged to subcontractors or covered out of the Private Entity's fee. The Owner will not be responsible for the cost of repairs made during construction. At the conclusion of the project, the remaining balance of the Private Entity Contingency is to be returned, 100%, to the Owner.

5. Provide suggestion of proposed shared savings split for cost of work savings as well as contractor contingency savings. The Owner proposes a 50/50 split for buyout/cost of work savings with 100% of contractor contingency savings reverting to Owner at completion.

6. The Private Entity will not be allowed to mark-up any change orders funded through the contractor contingency. Any owner-requested change orders to be funded out of the Owner's contingency will be allowed to be marked-up a fair and reasonable amount, however, the Owner is interested in establishing a maximum amount for subcontractor and Private Entity mark-ups for overhead and profit. Please propose what you believe should be the maximum allowable mark-ups by subcontractors and the Private Entity for owner requested changes.

7. Liquidated damages will be established at the time of Comprehensive Agreement negotiations. The amount of liquidated damages has not been determined at this time. Please provide your thoughts on liquidated versus actual damages for damages for delay and how this affects your approach to establishing a GMP.

8. Allowances may be established for scopes of work that cannot be fully defined at the time of agreement of the GMP. The Private Entity will be responsible for managing each allowance to ensure the amount of the allowance is not exceeded without prior approval of the Owner. Please provide your thoughts.

9. Private Entity may self-perform up to 10% of the cost of construction provided the Private Entity's price for the work can be demonstrated to be lower than competitive bids from trade's contractors. Please elaborate on your interpretation of this statement.

10. The cost of all warranty work will be the responsibility of the Private Entity, including time spent coordinating warranty work by the Private Entity's project manager, superintendent or other team members. Please elaborate on your interpretation of this statement.

Upon considering the information noted above, please provide your written response by **5:00 PM on Friday, June 23, 2023**. We are requesting an electronic copy of your response be emailed to curtis.elswick@skanska.com by the deadline as well as four (4) hardcopies be delivered to:

Dr. Michael Goforth
Division Superintendent
Wise County Public Schools
628 Lake Street NE
Wise, VA 24293

If you have any questions at this time, please contact Curtis Elswick at (540) 423-2860 or curtis.elswick@skanska.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Goforth". The signature is fluid and cursive, with the first name "Mike" and last name "Goforth" clearly distinguishable.

Dr. Michael Goforth
Division Superintendent



June 20th, 2023

Dr. Michael Goforth
Division Superintendent
Wise County Public Schools
628 Lake Street NE
Wise, VA 24293

Re: Wise County Public Schools
Design-Build of New Gymnasium at L. F. Addington Middle School
PPEA Conceptual Phase Proposal - Quesenberry's receipt letter response

Dr. Goforth,

We have received your June 13th response letter to our Conceptual Phase Proposal submission for the above referenced project. Below are our responses to the requests within that letter:

Proposal Modifications, Clarifications, and Requested Additional Information

1. We met with your team via conference call on June 14th to align scope, schedule, and budget. This meeting resulted in revisions to the floorplan, site plan, and overall scope of the project. These revisions are reflected in the attached floorplan sketches, as well as the revised cost estimate and schedule that are included in later sections. A revised conceptual site plan will be forwarded once available based on the latest comments. Please note that if additional revisions are needed, we are happy to meet with your team to discuss and make necessary changes.

Cost Estimate and Schedule

1. Below is an updated breakdown of conceptual costs as requested.

| New Gymnasium @ L. F. Addington Conceptual Estimate | |
|--|---------------------|
| New Gymnasium (10,400 SF x \$225/sf) | \$ 2,340,000 |
| Bleachers, Curtains, & Scoreboard | \$ 100,000 |
| Canopy to Middle School (910sf x \$100/sf) | \$ 91,000 |
| Sitework & Utilities | \$ 250,000 |
| Bonds & Insurance (1.75%) | \$ 49,000 |
| Building & Site Design | \$ 225,000 |
| Construction & Estimate Contingency (5%) | \$ 153,000 |
| Cost Escalation to Construction Midpoint (5%) | \$ 160,000 |
| Private Entity Fee (7.5%) | \$ 253,000 |
| Total Cost = | \$ 3,620,000 |

These costs have been updated to reflect revisions discussed in our June 14th meeting. This includes the following changes to our Conceptual Phase proposal as submitted.

- Overall building footprint was changes from 12,267 sf to 10,400 sf by reconfiguring toilet, office, vestibule, and storage areas. Court clearances remain the same as originally proposed. See attached sketches for additional information.
- Bleachers, divider curtains, and scoreboards have been broken out as a line item given that they may be removed from the scope of work depending on the budget. Rough ins and coordination for future installation by others have been included in the base price of the gymnasium.
- Sitework costs may be able to be lowered if the scope of paving and site improvements is reduced. We may also be able to lower this cost if information related to subsurface conditions can be defined. A revised site plan based on the latest comments is being drafted and will be provided upon completion.
- Private Entity Fee was reduced from 8.0% to 7.5%.
- See attached sketches for additional information.

Please note that these costs are conceptual at this time. Updates to these budgets based on additional input from subcontractors and suppliers will be provided as design progresses to ensure the most accurate and up to date information is being used.

2. As requested, we have voluntarily reduced our design builder fee 0.5% in a good faith effort to facilitate negotiations. Our fee has also been lowered proportionally to the savings and revisions in scope noted above. This lower fee is included in the revised conceptual cost breakdown above.
3. A proposed boring plan will be provided on the revised site plan sketches once this becomes available. We will forward to your team as soon as complete.

4. We are familiar with the process of entering into an Interim Agreement for design and preconstruction services that establishes a contract cost limit that cannot be exceeded with a follow up comprehensive agreement that establishes a GMP(s). This is a similar approach to the one used on the New Elementary School Project as well as others we have completed in conjunction with Skanska. Given our recent experience with the process and its execution with key team members, we feel that this is an appropriate contracting approach for this project.
5. Below is an estimated timeline based on our current understanding of the conceptual phase of this project. Please note that milestone dates noted below are based on current assumptions and are subject to change as additional information becomes available. Once we have enough information regarding the scope of design and construction, a detailed CPM schedule will be drafted and presented for approval. Please also note that the milestone dates below are subject to ongoing supply chain delays and shortages that are outside of our control.

| | |
|---|--|
| Submission of requested information | June 21st, 2023 |
| Execution of Interim Agreement | July 17th, 2023 |
| Site Design 95% CD's | August 11th, 2023 |
| Execution of GMP Contract - Site | August 28th, 2023 |
| Building Design 95% CD's | September 11th, 2023 |
| Amendment of GMP Contract - Building | September 29th, 2023 |
| Substantial Completion of Project | September 1st, 2024 |

As noted above, a more detailed CPM schedule will be drafted once additional information regarding lead times and activity durations are received from other team members. We will work with WCPS and Skanska to help arrive at a schedule that meets the overall needs of the project.

Business Terms and Structure of the Comprehensive Agreement

1. Our Team is familiar with the process of entering into an Interim Agreement, establishing a Contract Cost Limit, development of a GMP, and use of an AIA A141-2014 as the basis for the Comprehensive Agreement. This approach was recently utilized on the Union Primary School Addition project. Given our experience with this process and its execution with key team members, we do not propose any modifications to this approach.
2. Our Team is agreeable to an "open book" process of partnership and recommend this approach be utilized throughout the life of the project. We feel this approach creates an inherent trust among stakeholders and fosters teamwork while at the same time avoiding the potential for adversarial situations. In order to help

make information more readily available to individual team members, we will utilize the latest technology and manage our projects using Procore, the industry-leading construction management software platform. Procore focuses exclusively on construction, connecting and empowering stakeholders such as owners, general contractors, specialty contractors, architects, and engineers, to collaborate from any location, on any Internet-connected device. The platform is modernizing and digitizing construction management by enabling real-time access to critical project information, simplifying workflows, and facilitating seamless communication among key stakeholders. This construction management platform offers capabilities that address a range of evolving needs throughout a project's lifecycle, including bidding, scheduling, labor tracking, financial management, project documentation, and more.

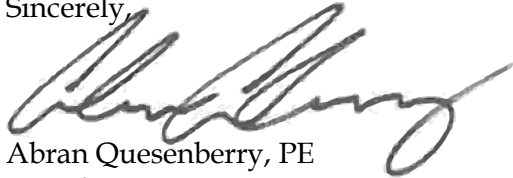
3. Our Team has a great deal of experience in managing the buyout of complex design build projects in our region, and for a majority of trade packages we do not see an issue obtaining a minimum of 3 bids. We do acknowledge, however, that there is a potential shortage of contractors in this region for a few key trades. These include miscellaneous finishes, concrete, masonry, door & hardware installation, and general trade packages. This issue is compounded with the smaller size of the project and the schedule constraints outlined in the RFP. To minimize impacts, we will work with subcontractors throughout preconstruction to build interest and gauge the anticipated bid day response. Where needed, we will reach out to additional subcontractors to ensure adequate bid coverage and competitive pricing. We also have the capability to provide bids for self-performing certain trades to help provide additional competitiveness and resources to the buyout process. We are agreeable to sharing bid tabulations and quotes with the Owner in a collaborative effort to assemble the best team possible for execution of the construction phase of the project.
4. Our Team has no issue with the proposed structure of the GMP and accepts it as-is. We utilized a similar approach on the Union Primary School addition as well as other projects in collaboration with Skanska with good results. Given our experience with this structure and its execution with key team members, we do not propose any modifications to the outlined approach.
5. Our Team does not take issue with the proposed 50/50 split of cost savings for buyout as this provides our team with incentive to reduce costs while still providing the owner a significant benefit to the project budget. We also take no issue with reverting 100% of any remaining in-place construction contingencies back to the owner at the conclusion of the project.
6. While our team will work to minimize the need for changes in the work sequence to the greatest extent possible throughout preconstruction and construction, we understand that some change orders will likely occur. We take

no issue with additional markup not being allowed on changes funded through the contractor contingency. For other changes, we believe that a maximum markup of 15% combined overhead and profit for subcontractor and self-performed work and 10% Private Entity markup on subcontractor work is reasonable. These amounts allow for fair profit as well as coverage of direct and indirect overhead associated with implementing and managing the changed work sequence. Markup less than this amount typically forces subcontractors to inflate the costs of the work to cover their margins, and we feel the stated markups will allow for better transparency and more accurate pricing.

7. Our Team prefers the establishment of liquidated versus actual damages for use in addressing damages for delays. In consideration of the proposed liquidated damages, our approach to establishing a GMP will be to ensure that adequate time is included in the construction schedule to account for the period of performance with allowances for reasonably foreseeable delays. We also will work with the project team to define excusable delays and how they are to be identified and reported to ensure clarity and timely acknowledgement by the project team. Our goal is to complete the project within the final construction schedule and avoid delays, and we have a proven track record of doing this on complex projects in our region.
8. Our Team feels that establishing allowances as needed for scopes of work that are not fully defined can be advantageous to the project. We will work to minimize the need for allowances to the greatest extent possible during preconstruction, however if needed we have a great deal of experience in successfully managing allowances and minimizing their impact on project budgets. We have no issue with managing established allowances as part of our scope of work.
9. Our Team feels that a 10% self-perform limit for trade packages is adequate for this project. Our intent would be to propose on self-perform work only where we have issues getting additional competitive pricing and/or where it would be advantageous to the project budget, schedule, or quality parameters. We have experience in successfully self-performing concrete work, door and hardware installation, miscellaneous finishes, and general trades packages among others. We will work closely with the project team to ensure any work self-performed will be executed in the best interest of the project.
10. While we will minimize the need for callbacks and defective work by executing our quality control plan and providing thorough owner training and project closeout, our Team understands that we may experience warranty claims at the conclusion of this project. We have no issues being responsible for the cost of all warranty work.

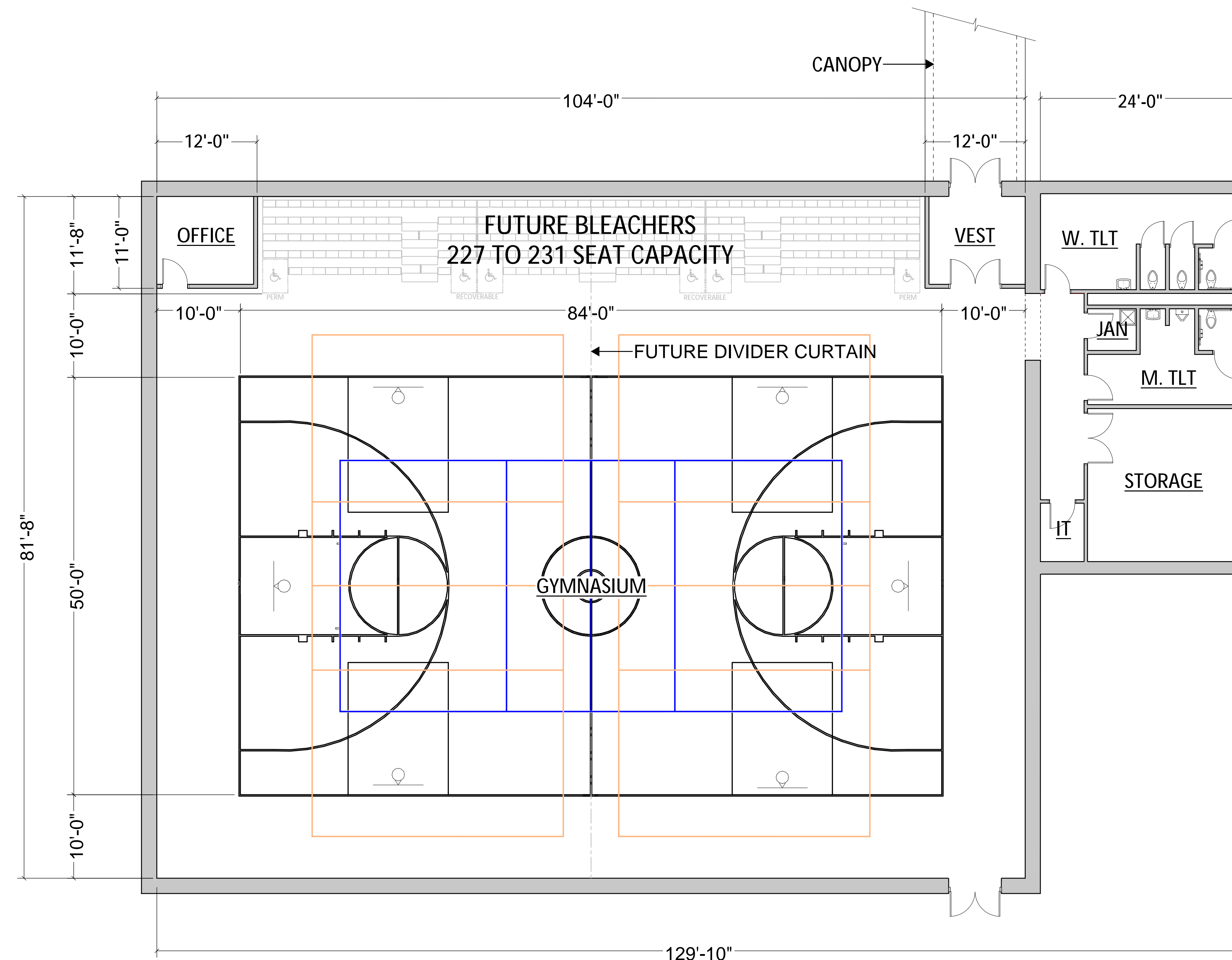
We hope this response addresses any questions you have related to our Conceptual Phase Proposal. We will provide additional information and supporting documentation as we continue to develop the design and program of this project. Should you have any additional questions please feel free to reach out to me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abran Quesenberry', written in a cursive style.

Abran Quesenberry, PE
President
Quesenberry's Construction

Encl: Schematic Sketches



FLOOR PLAN

PROPOSED NEW GYMNASIUM FOR L. F. ADDINGTON MIDDLE SCHOOL

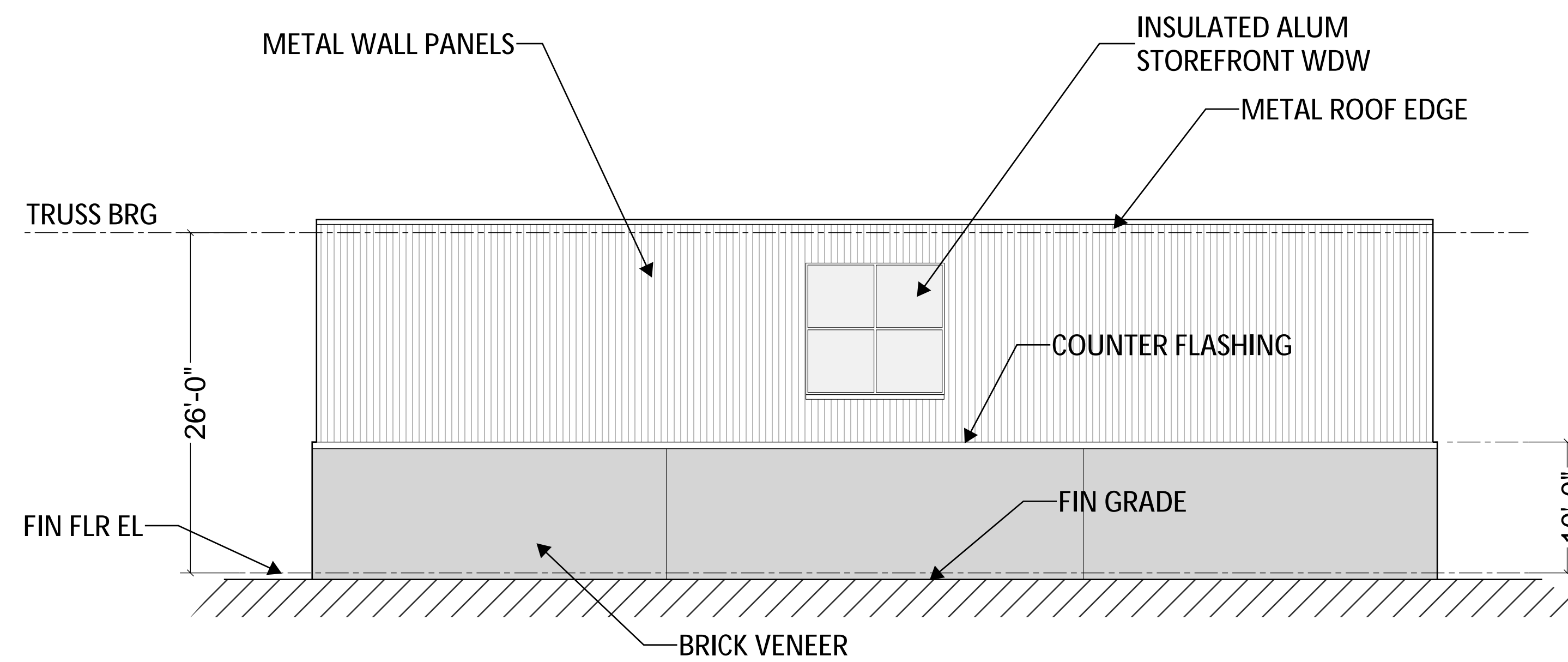
WISE COUNTY, VIRGINIA PUBLIC SCHOOLS

SCALE: 1/8" = 1'-0"

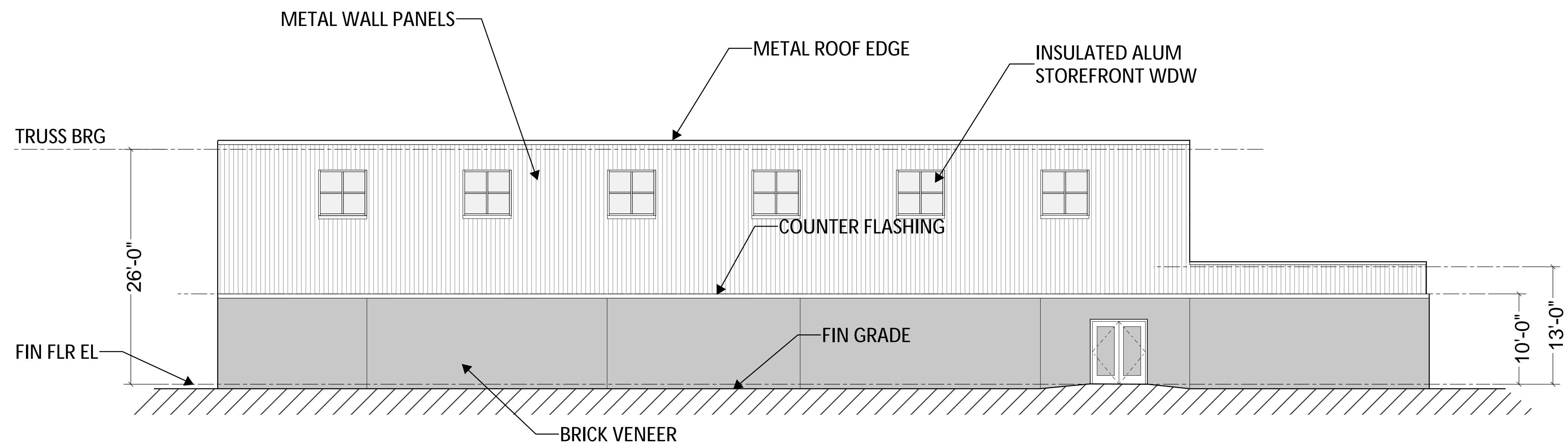
JUNE 8, 2023
REVISED JUNE 16, 2023



THOMPSON
& LITTON



FRONT ELEVATION



SIDE ELEVATION

PROPOSED NEW GYMNASIUM FOR L. F. ADDINGTON MIDDLE SCHOOL

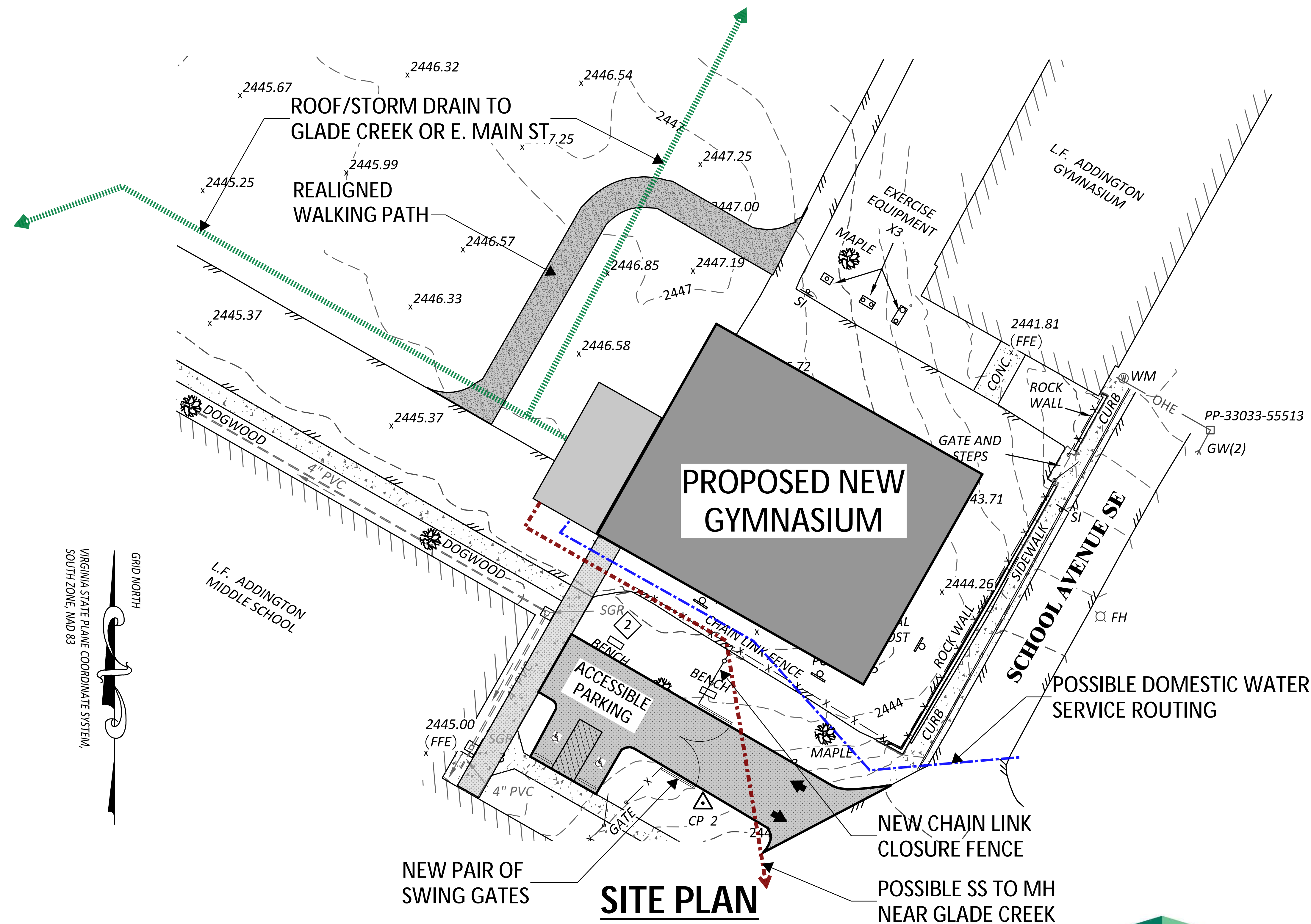
WISE COUNTY, VIRGINIA PUBLIC SCHOOLS

SCALE: 1/8" = 1'-0"

JUNE 8, 2023
REVISED JUNE 16, 2023



**THOMPSON
& LITTON**



PROPOSED NEW GYMNASIUM FOR L. F. ADDINGTON MIDDLE SCHOOL

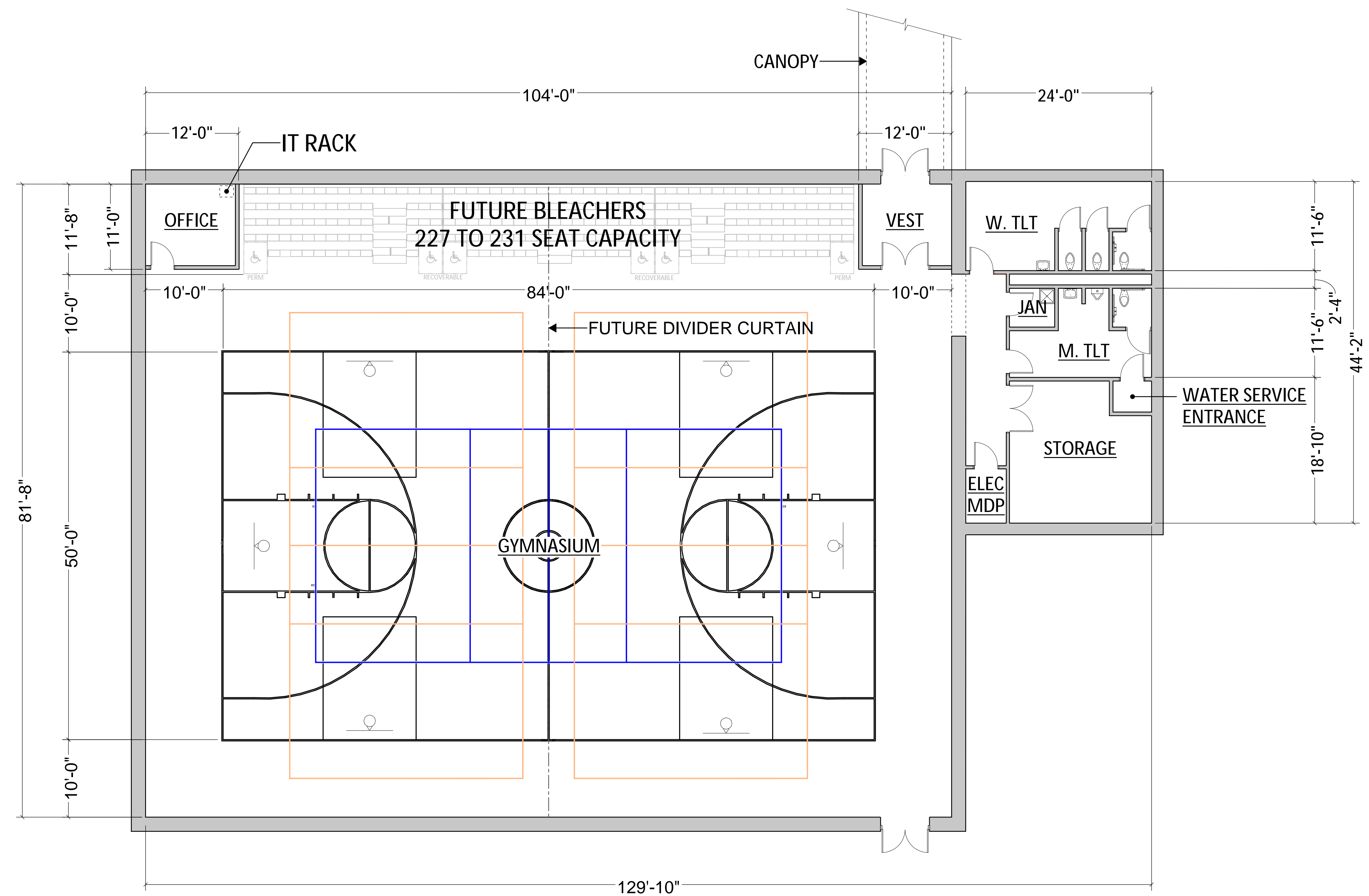
WISE COUNTY, VIRGINIA PUBLIC SCHOOLS

SCALE: 1" = 20'-0"

JUNE 8, 2023
REVISED JUNE 22, 2023



**THOMPSON
& LITTON**



FLOOR PLAN

PROPOSED NEW GYMNASIUM FOR L. F. ADDINGTON MIDDLE SCHOOL

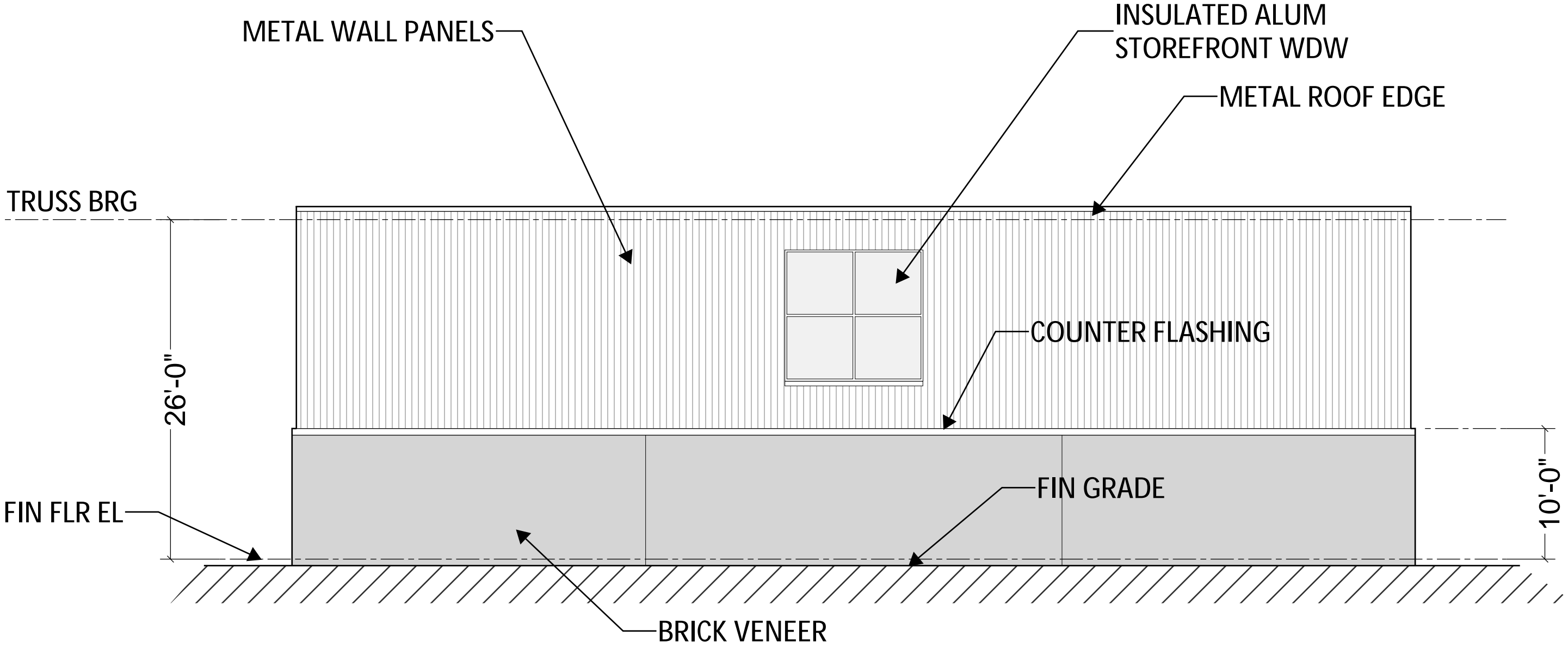
WISE COUNTY, VIRGINIA PUBLIC SCHOOLS

SCALE: 1/8" = 1'-0"

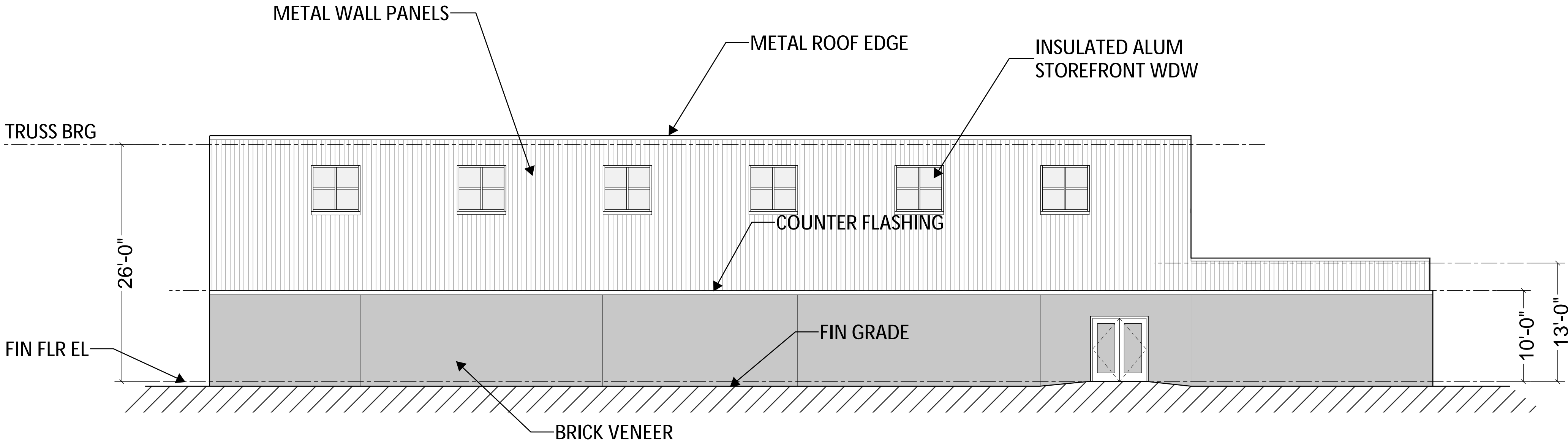
JUNE 8, 2023
REVISED JUNE 22, 2023



THOMPSON
& LITTON



FRONT ELEVATION



SIDE ELEVATION

PROPOSED NEW GYMNASIUM FOR L. F. ADDINGTON MIDDLE SCHOOL

WISE COUNTY, VIRGINIA PUBLIC SCHOOLS

SCALE: 1/8" = 1'-0"

JUNE 8, 2023
REVISED JUNE 16, 2023



THOMPSON
& LITTON

EXHIBIT D

CLARIFICATIONS AND ADDITIONAL INFORMATION

INTERIM AGREEMENT

BETWEEN

WISE COUNTY SCHOOL BOARD

AND

QUESENBERRY'S, INC.

JUNE 2023

NEW GYMNASIUM AT L.F. ADDINGTON MIDDLE SCHOOL

WISE COUNTY PUBLIC SCHOOLS

The following Clarifications and Additional Information shall precede the Conceptual Phase Proposal submitted by Quesenberry's, Inc. dated June 8, 2023.

1. Owner and Design-Builder agree on a Contract Cost Limit of \$3,620,000 as mutually agreed upon by both parties.
2. Design-Builder to include builder's risk insurance for value of their contract.
3. Owner to provide topographic survey as part of services under Interim Agreement.
4. Owner may pursue an Owner Direct Purchase (ODP) Process and will provide specifications language and assist Design-Builder with the ODP Process. Design-Builder agrees to reasonably participate in process to identify project cost savings.
5. Quesenberry's Construction, Inc. shall comply with the requirements of the Davis-Bacon Act. Contract Documents (100% design documents) shall include prevailing wage requirements and be incorporated into any and all subcontractor agreements.
6. Any utility fees are excluded. Any tap fees are included.
7. Third party construction materials testing and special inspections, geotechnical investigation and report, loose FF&E, and low voltage systems are by Owner (rough-ins and raceways by Quesenberry's Construction, Inc.).

END

EXHIBIT E

DESIGN STANDARDS AND PROCESSES

INTERIM AGREEMENT

BETWEEN

WISE COUNTY SCHOOL BOARD

AND

QUESENBERRY'S, INC.

JUNE 2023

NEW GYMNASIUM AT L.F. ADDINGTON MIDDLE SCHOOL

WISE COUNTY PUBLIC SCHOOLS

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1. INTRODUCTION

1.1. General

These Design Standards and Processes provide guidance and standards for Design-Build architecture and engineering (“A-E”) services that are being provided by the Design-Builder for the New Gymnasium at L.F. Addington Middle School in Wise County, VA. The Design-Builder shall be responsible for ensuring that the A-E follows the guidance and standards. The Design-Builder shall be liable to the School Board of Wise County, Virginia (“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 E there is any requirement imposed on the A-E or any design professional, this shall be interpreted to mean that the Design-Builder shall cause the A-E or design professional to meet such requirement. Nothing in this Exhibit E shall be interpreted to create any privity of contract between the Owner and A-E, to create any warranty by Owner to Design-Builder, express or implied, regarding any of the design services, or to create any responsibility by the Owner or any acts or omissions by the A-E or those providing services through the A-E.

This Exhibit E is intended to assist the Design-Builder’s A-E and Owner and its Owner Representative by setting forth some of the general procedures to be followed for all of 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 Agreement, 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 the Design-Builder and A-E to develop, review and approve the design submissions. The Design-Builder shall coordinate through the Owner’s Representative as described in the Agreement.

1.2. Planning and Design Services

Documents to assist with the planning and design of the project include:

- Clarifications and Additional Information (Exhibit D)

- Design Standards and Processes (this Exhibit E)
- Guidelines for School Facilities in Virginia's Public Schools, latest edition

Any deviations from these documents must be approved by the Owner in writing.

Design services include all services by design professionals provided by Design-Builder pursuant to the Agreement and this Exhibit E hereto required to provide the final Construction Drawings 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. References to "complete and accurate" drawings and specifications and such similar language, as used in this document and the Agreement, shall mean those documents will be prepared to a Professional Standard of Care. All design services shall meet the National, State, Wise County, VA 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 Agreement and shall be the same professional standard of care and of quality as is ordinarily exercised under similar circumstances by design professionals providing similar services in similar projects in Virginia. The A-E shall devote its resources to the performance of the design services during the term of the Agreement in accordance with the Professional Standard of Care.

The design work shall include all necessary subcontractor and consultant design professionals, including, but not limited to, civil engineer (including all utility analysis, analysis for storm water, sanitary, water service, gas service, electrical power, and telephone/data/communications, site lighting, architectural, landscaping, mechanical, electrical, plumbing, fire protection, acoustical, structural, audio/visual and security design services necessary for a complete and accurate set of final Construction Documents (drawings and specifications).

During design phase reviews, Design-Builder 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 through an accessible electronic platform. Costs for printing of drawings and specifications shall be paid through a printing allowance included within the Not-to-Exceed Budget included within the Interim Agreement. Design-Builder's A-E will provide for design review and coordination meetings necessary to review project design documents. Meetings will be scheduled with the Owner's Representative to approve the design work product for compliance with this Exhibit E.

1.3. Construction Administration

Construction administration services shall be provided by Design-Builder through its A-E and will only consist of review and approval of any submittals and shop drawings submitted prior to execution of the final Comprehensive Agreement or initiation of actual construction work.

2. Project Procedures for A-E

2.1. General Project Procedures

The Design-Builder and Design-Builder's A-E shall 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 Owner has reviewed the Conceptual Design documents included in the Conceptual Phase PPEA proposal and letter from Quesenberry's Construction, Inc. included as Exhibits to this Agreement and the Owner shall provide comments and changes to the proposed design and the Design-Builder will incorporate these comments into the Design Development submission in accordance with Exhibit F – Clarifications and Additional Information and this Exhibit C and the requirements of the Agreement assuming the comments are considered reasonable.

The A-E, with any subcontractors, engineers, or consultants, will then begin the Design Development process. The following 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 some 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, supplemental instructions, formal sketches, site visit reports, and requests for proposals, 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. Design-Builder shall update the project progress schedule at each phase of the design process.

- If requested, the A-E shall record and submit to the Owner for comment and revision (before distribution to all parties), all meeting minutes, including but not limited to Owner's Review Committee meetings, code review meetings with Wise County, 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 with the Owner's Review Committee.
- Any material deviations from the Design Standards and Processes must be provided to the Owner in writing under separate cover.

2.1.1.1. Reproduction, Design Reviews and Value Engineering

Unless modified by the Owner, provide the Owner with at least three (3) sets of all Plans, Specifications, and calculations at each stage of the design which shall include one (1) full-size and two (2) half-size sets of plans. Deliver or ship these documents overnight as directed by the Owner's Representative. The cost of printing and shipping shall be paid out of the printing allowance included in the CCL or GMP. Materials shall also be made available electronically in pdf format and in CAD or Revit (3-D) if requested. The reimbursable costs shall be for reproduction costs only including file management, paper, bindings, and other material supplies, direct labor involved in printing and delivery charges.

Design reviews will take place at submission of each design phase: Design Development (65%) and Construction Documents (95%) with the Owner. These design reviews will also consider value engineering suggestions. Percentages refer to the percent of total design completion, not a percent of each individual phase. A brief review will also be completed by the Owner's Representative at 100% design to ensure that all previous comments have been considered and incorporated. A presentation of the design documents shall be made by the Design-Builder prior to distribution of design documents for review at each stage.

The Owner's Representative and Review Committee shall have up to two (2) weeks to complete their review at each of the design phase submissions. The Design-Builder shall have one (1) week to review comments from the Owner's Representative and Review Committee and must provide a written response to each comment within one (1) week of the submission of review comments to the Owner's Representative. A formal reconciliation meeting shall be held to review

each comment and response in an effort to close out each design review comment prior to the design progressing into the next phase.

2.2. Procedures for Individual Phases of the Work

2.2.1. Design Development (65%) Submission

During this phase, the A-E shall further refine the design and produce construction documents and specifications that are at approximately 65% of the total design completion level which will enable accurate and efficient construction of the project.

It is understood that the Design-Builder may provide the Owner with a GMP at this stage of the project with detailed backup information as required in the Design-Build Agreement.

2.2.1.1. General Requirement – Design Development (DD) 65% Submission

During the DD phase, the A-E shall produce 65% complete construction documents that enable the Design-Builder to produce an accurate estimate of cost that may be presented as a Guaranteed Maximum Price (GMP) with detailed backup.

1. Architectural – DD (65%)

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):
 - Color perspective drawings to illustrate the exterior design
 - Electronic file of the renderings
 - Two renderings (14" X 24" minimum) on foam boards
- Life Safety Plan showing 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 and details
 - 3/4" = 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 1/2" = 1'0" (minimum) Architectural Details
- Architectural Drawings: The A-E shall develop CAD plans that are fully scaled. The drawings shall include:
 - Cover Sheet: Including drawing index and area tabulations of all programmed spaces listing square footages.
 - Door, window, and hardware schedules: The A-E shall 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 schedules that include, at a minimum, the following information: finish types for walls, floors and ceilings, special finishes required for specialized areas including the courtrooms and judges' chambers. 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 and 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 general types of materials 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 so that they may be properly enclosed by architectural detailing.
- Fireproofing coordination with structural. All fireproofing in completed building should be concealed from view. Only properly sized exposed steel painted with fire-rated intumescent paints may be left exposed.
- Architectural Specifications: A-E will provide a draft copy of the fully developed specifications.

2. Mechanical Systems – DD (65%) Submission

- **General Requirements**
 - Provide index for Specifications including all sections that will be a part of the final mechanical system construction documents.
 - Provide heating and cooling block and room loads for entire building.
 - Provide control sequences and strategies for the operation of the building HVAC system.

- Provide a copy of preliminary natural gas load letter as submitted to the natural gas utility, if applicable.
- Provide a formal response to any design review comments from the Owner's Representative or Review Committee made prior to submission of DD (65%) documents.
- **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, including supply air to room and exhaust air.
 - Provide coordination of phasing requirements.
 - Begin equipment schedules and detail sheets.

3. Electrical Systems – DD (65%) Submission

The design of the electrical system, unless the A-E is otherwise directed, shall include the following elements:

- **General Requirements:**
 - Provide an index for Specifications indicating all sections that will be a part of the final electrical system construction documents.
 - Provide a written description of the proposed new lighting system for each type of space.

- 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, security, sound and intercommunications, master clock, auxiliary sound system, telecommunications, lightning protection, etc.). Identify major 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 the project.
 - If necessary, provide a copy of the preliminary electrical load letter as submitted to the electrical utility company.
 - Provide a formal response to any design review comments from the Owner's Representative or Review Committee made prior to submission of DD (65%) documents.
- **Drawing Requirements:**
 - Provide a cover sheet to include at least the symbols list, abbreviations list, and list of 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, telecommunications)
 - 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 locations 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 the major normal and emergency electrical service and distribution equipment.
 - Indicate the major normal and emergency electrical service and distribution equipment.
 - Include the proposed electrical (primary and secondary), telephone, and cable television service entrance.
 - Indicate all new and existing underground and overhead utility lines (gas and water, etc.) that may affect the electrical work.
 - Include any ~~site lighting and~~ electrical utilities and any applicable electrical site plan details, such as poles base secondary electrical service entrance ductbank, 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 space capacity.
- Notes referenced on these plans shall be shown on the same plan as the reference.
- 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, and building security system equipment and devices including their interconnections. Indicate the location and identification of each item of control and enunciator panels and equipment, and the building security. 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 and building security zones.
- Provide a detail of the fire alarm graphic enunciator panel faceplate. All notes referenced on these plans shall be shown on the same plan as the reference.
- 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 one-line diagram of the main distribution switchboard.
- Diagram technology distribution and points.

4. Plumbing Systems – DD (65%) Submission

- **General Requirements:**
 - Provide an index for Specifications indicating all sections that will be a part of the final construction documents.
 - Provide completed Wise County department of public works form requirements (if applicable).
 - Provide a copy of the letter as submitted to the utility company(s).
 - Provide a formal response to any design review comments from the Owner’s Representative or Review Committee made prior to submission of DD (65%) documents.
- **Drawing Requirements:**
 - Provide a cover sheet to include 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 appropriate locations of new water, sanitary, 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 handicap fixtures (water closets, lavatories, and water coolers).
 - Coordinate gas meter location (if applicable).

- Show utility entrances, water heaters, and phasing requirements. Provide notes and details.
- Provide room names on all floor plans.

5. Sprinkler Systems – DD (65%) Submission

- **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 permits, obtain Fire Marshal approval, provide, and install the system.
- Designate where sprinkler system is dry pipe and where it is wet pipe.
- Verify whether adequate street pressure exists for sprinkler system. Provide index for specifications indicating all sections that will be a part of the final sprinkler system construction documents.
- The Design-BUILDER is responsible to provide any fire pump or water pressure booster pumps required for the project.
- Provide a formal response to any design review comments from the Owner's Representative or Review Committee made prior to submission of DD (65%) documents.

- **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" (minimum) showing approximate locations of sprinkler mains in building, Siamese connection, and the sprinkler service entrance and building exterior hydrant coverage.

- Shall 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, etc.

6. Civil and Structural – DD (65%) Submission

- **General Requirements:**
 - Provide structural calculations for work reflected in drawings and specifications.
 - Provide a formal response to any design review comments from the Owner's Representative or Review Committee made prior to submission of DD (65%) documents.

7. Cost Estimate – DD (65%) Submission

Provide cost estimate based upon market feedback for work not self-performed by the Design-Builder.

For cost estimate of work self-performed by the Design-Builder, or performed by the designed MEP design-build subcontractor (if applicable), provide a detailed labor and material type cost estimate consistent with Advancement of Cost Engineering (AACE) practices. Organize by CSI division listing all materials, equipment, and systems necessary to construct the facility.

Once the 65% drawings and other work performed in the Design Development phase are accepted by the Owner (after reconciliation of design review comments and evaluation of the cost estimate), the Design-Builder shall obtain an approval letter for this phase of the work and this letter will incorporate permission to proceed to the Construction Documents phase.

2.2.2. Construction Documents (CD) (95%) Submission

2.2.2.1. Architectural – CD (95%) Submission

1. General Requirements:

- The A-E shall prepare the 95% Construction Documents, including plans, drawings, details, and final draft specifications and submit them to the Owner at least one week prior to the 95% review meeting. At the review meeting, the Design-Builder and A-E will present the 95% Construction Documents, and will respond to questions and comments on the design. The Design-Builder shall ensure that sufficient persons, including subcontractors and consultants, attend the review meeting so that responses can be provided.
- Subsequent to the 95% review meeting with Owner, the A-E shall:
 - Incorporate all comments or requirements relating and resulting from the review meeting into the Construction Documents.
 - Respond to all previous comments from Owner or Owner's Review Committee on the design.
- Lack of inter-discipline coordination, incompleteness in design of structural or MEP systems, or overall lack of drawing completeness at this phase may result in additional review session(s) which shall be provided at no additional cost to the Owner. Completeness of submitted documents to avoid disruptions of schedule is essential.
- Submit plans to Wise County and other agencies having jurisdiction for building permit and approvals.

2. Drawing Requirements:

The A-E shall develop and submit the following documents in the Construction Documents phase:

- Provide "letters of agreement" sheet showing any additional documentation of code meetings subsequent to Construction Documents phase. The A-E shall continue to be responsible for preparing letters to the code official, with copies to the Owner, documenting any agreements on compliance with code requirements.
- Finalized overall Life Safety Plan showing, at a minimum, code data travel distances, occupancy loads, and fire area tabulations.

- The drawings and supporting materials produced in this phase of the project shall include the elements listed below at the minimum scales shown:
 - Cover Sheet: Including drawing index and area tabulations of all programmed spaces.
 - Door, window, and hardware schedules: The A-E will prepare the final door and window schedule information that will indicate new doors, windows and frames and labeled door assemblies. Provide hardware schedule on the same sheet.
 - Finish Schedule: The A-E will prepare final finish schedules that include the following information: finish types for walls, floors and ceilings, special finishes required for specialized areas including the courtrooms and judges' chambers.
 - Equipment and Fixture Schedules outlining all Contractor supplied items.
 - 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. Plans should be fully coordinated with MEP and Structural Drawings.
 - Equipment and Furnishings Plans 1/8" = 1'-0" minimum (showing equipment and furnishings to be provided by Design-Builder. Include programmed room names, final equipment layouts for specialized spaces such as courtrooms and judges' chambers.
 - Elevations clearly demonstrating the scope of work including rooms listed in Equipment and Furnishings Plans. The elevations will define major design features, dimensions and materials to be used. 1/8" = 1'-0" minimum.
 - Sections: The A-E will provide typical building sections and wall sections to illustrate proposed building materials, methods, dimensions, and insulation values. 1/8" = 1'-0" minimum.

- Details: The A-E will prepare architectural details which show cross sections (1/8" = 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. 1/8" = 1'-0" minimum.
- The Owner's Representative and Review Committee will review the 95% CD submittal. The A-E shall review and respond to all review comments and incorporate comments into the 100% Construction Documents.

3. Mechanical Systems – CD (95%) Submission

- **General Requirements**
 - Provide complete specifications including index all sections that will be a part of the final contract documents.
 - Answer and respond to all intermediate submission comments.
- **Drawing Requirements**
 - Complete the mechanical cover sheet with symbols list, notes and temperature control zone diagram. Provide code and energy analysis, titles, and complete floor plans.
 - Complete equipment schedules and detail sheets.
 - Provide separate drawings showing 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. Provide finalized boiler room plan.
 - Coordinate floor plans with other disciplines.
 - Provide room names and numbers on all floor plans.

- Check that all title block information has been completed on each drawing and that each drawing contains a key plan (where applicable).

4. Electrical Systems – CD (95%) Submission

The design of the electrical system, unless the A-E is otherwise directed, shall include the following elements:

- **General Requirements:**
 - Provide a copy of the completed electrical specification including a table of contents listing each electrical specification section to be used for the project.
 - If necessary, provide a copy of the final electrical load letter sent to the electrical utility company.
 - Provide copies of the transmittals for information sent to the telephone and cable television companies.
 - Provide the names and addresses of the power company, cable television, and telephone company contacts for this project.
- **Drawing Requirements:**
 - Complete the electrical cover sheet. Insure that all symbols and abbreviations used on this project are included as well as the list of drawings.
 - Complete the electrical site plan including all new and existing utility information ~~and site lighting~~ branch circuit wiring. Add proposed electrical (primary and secondary), telephone, and cable television service entrance. Indicate all new and/or existing underground and overhead utility lines (gas and water, etc.) that may affect the electrical work. Add any existing site lighting and electrical utilities that are to be removed. Add any applicable electrical site plan details (pole base secondary electrical service entrance duct back, main grounding, etc.).
 - 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 floor plans indicating the new lighting layout in each space. These plans shall also show branch circuit connections to corridor junction boxes, all illuminated exit signs, which lighting fixtures are to be connected to emergency lighting circuits, the method of lighting control for each space, lighting fixture type designations, room names and numbers, and foot-candle level designations. Room names, numbers, and foot-candle levels may be scheduled on each floor plan. The locations of all lighting branch circuit panelboards shall be shown on these plans. All notes referenced on these plans shall be shown on the same plan as the reference.
- Provide floor plans indicating the power receptacles and CATV outlets and their branch circuit connection to corridor junction boxes. These plans shall also show the required power connections to all architectural, mechanical, plumbing, and laundry equipment including disconnects and control devices. Show a plan for the Main Communications Room and each electrical/communications equipment room, ~~kitchen~~ and boiler rooms if applicable indicating the location and identification of each piece of equipment. All notes referenced on these plans shall be on the same plan as the reference.
- Complete the lighting plans including all branch circuit wiring and identification of equipment. Identification shall include electrical characteristics for each item of equipment.
- Complete the fire alarm, master program clock, and building security system plans including all interconnection wiring and security zone indications. Indicate the location and identification of each item of control and annunciation equipment, and the building security sub-distribution equipment locations. Provide a detail of the fire alarm graphic annunciator panel

faceplate. All notes referenced on these plans shall be shown on the same plan as the reference.

- Provide drawings for the main distribution switchboard, panelboard, transformer, and lighting fixture schedules and a power system load tabulation schedule.
- Complete the sound and intercommunications system, auxiliary sound systems, telecommunications system, CATV system plans including all interconnection wiring, speaker zone indications, and telecommunications outlet identification numbers.
- Provide a power riser diagram showing all 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.
- Coordinate floor plans with other disciplines.
- Check that all title block information has been completed on each drawing and that each drawing contains a key plan (where applicable).

5. Plumbing Systems – CD (95%) Submission

- **General Requirements:**

- Complete all sections of the specifications. Provide an index for specifications indicating all sections that will be a part of the final construction documents.

- **Drawing Requirements:**

- Complete 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. Add titles.
- Provide complete riser diagrams for all piping systems, including pipe sizes.

- Complete floor plans, details, and schedules. Provide floor plans showing all fixtures, utility entrances, water heaters. Provide notes and details.
- Coordinate floor plans with other disciplines and coordinate phasing requirements.
- Provide room names on all floor plans.
- Provide domestic hot water calculations on cover sheet.
- Provide drainage fixture unit schedules on cover sheet showing types of fixtures removed and added for project.
- Check that all title block information has been completed on each drawing and that each drawing contains a key plan (where applicable).

6. Sprinkler Systems – CD (95%) Submission

- **General Requirements:**
 - The A-E will provide a Final Performance specification for the sprinkler system.
- **Drawing Requirements:**
 - Complete all details.
 - Shall 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, etc.
 - Provide final phasing coordination.
 - Provide sections of sprinkler piping located in tight areas, where any question may arise as to the implementation of piping requirements.
 - Coordinate floor plans with other disciplines and coordinate phasing requirements.
 - Provide room names, NFPA hazard classification, and numbers on all floor plans.
 - Check that all title block information has been completed on each drawing and that each drawing contains a key plan (if applicable).

7. Civil and Structural – CD (95%) Submission

- Provide final structural calculations with a table of contents and clear relationships to drawings and specifications.

8. Cost Estimate – CD (95%) Submission

Provide an updated cost estimate based upon market feedback. Provide a detailed labor and material type cost estimate and organize by CSI division.

2.2.3. A-E Construction Documents (100%)

1. General (100%) Requirements

- The A-E will prepare the 100% Construction Documents, including drawings, details, and specifications and submit them to the Owner at least one week prior to the 100% review meeting. At the review meeting, the Design-Builder and A-E will present the 100% Construction Documents and will respond to questions and comments to the design in writing (can be in the form of meeting minutes). The Design-Builder will ensure that sufficient persons, including subcontractors and consultants, attend the review meeting so that responses can be provided.
- The A-E will develop and provide the following during the 100% Construction Documents phase:
 - Complete construction Specifications
 - Complete civil, architectural, MEP, sprinkler, and structural drawings
 - Construction documents that comply with all requirements for final Wise County or other agency submission, if applicable.
 - Provide responses to all previous comments received during design review not previously responded to.
 - Incorporate all comments resulting from building permit applications.

- Prepare final set of documents for use for construction.
- Lack of inter-discipline coordination, incompleteness in design of structural or MEP systems, or overall lack of drawing completeness at this phase may result in additional review session(s) beyond the final meeting, which shall be provided at no additional cost to the Owner. Completeness of submitted documents to avoid disruptions of schedule is essential.
- Once all adjustments and corrections are made to the 100% Construction Documents, the A-E will present them to the Owner for approval of the final design.
- Subsequent to the 100% review meeting with Owner, the A-E shall accomplish the following:
 - Incorporate all comments or requirements relating to compliance with the Specifications and resulting from the review meeting into the Construction Documents.
 - If required, send one (1) complete, signed and sealed set of Construction Documents (drawings) and Specifications (or as many as they require) with the required signed design statement by the architect or engineer to Wise County for their record.

2.2.4. Construction Phase (under separate agreement)

The A-E shall expeditiously and so as not to delay the progress of the work, review and take action on shop drawings, samples and other submittals of the Design-Builder for conformance with the design concept of the project and for compliance with information given in the Construction Documents. The Design-Builder shall obtain the approval of the Owner's Representative prior to approving any items that do not conform to the requirements of the approved Construction Documents.

END