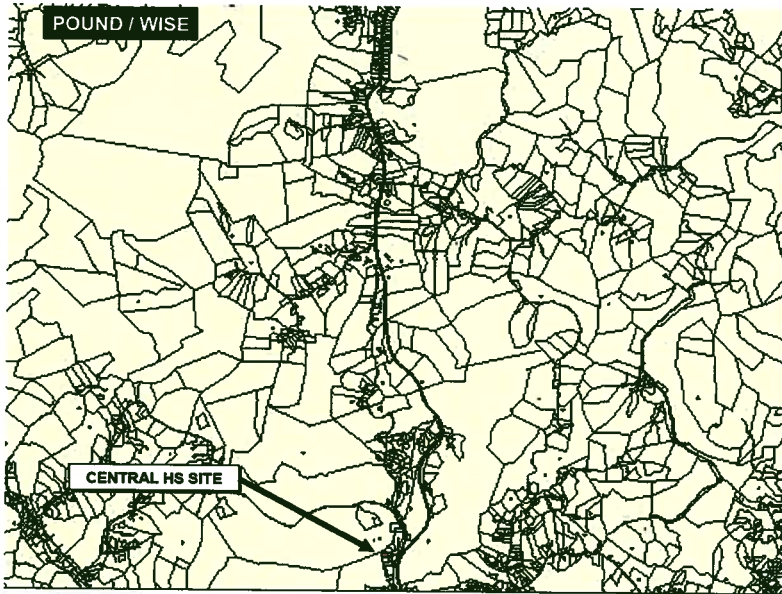




CENTRAL HS SITE

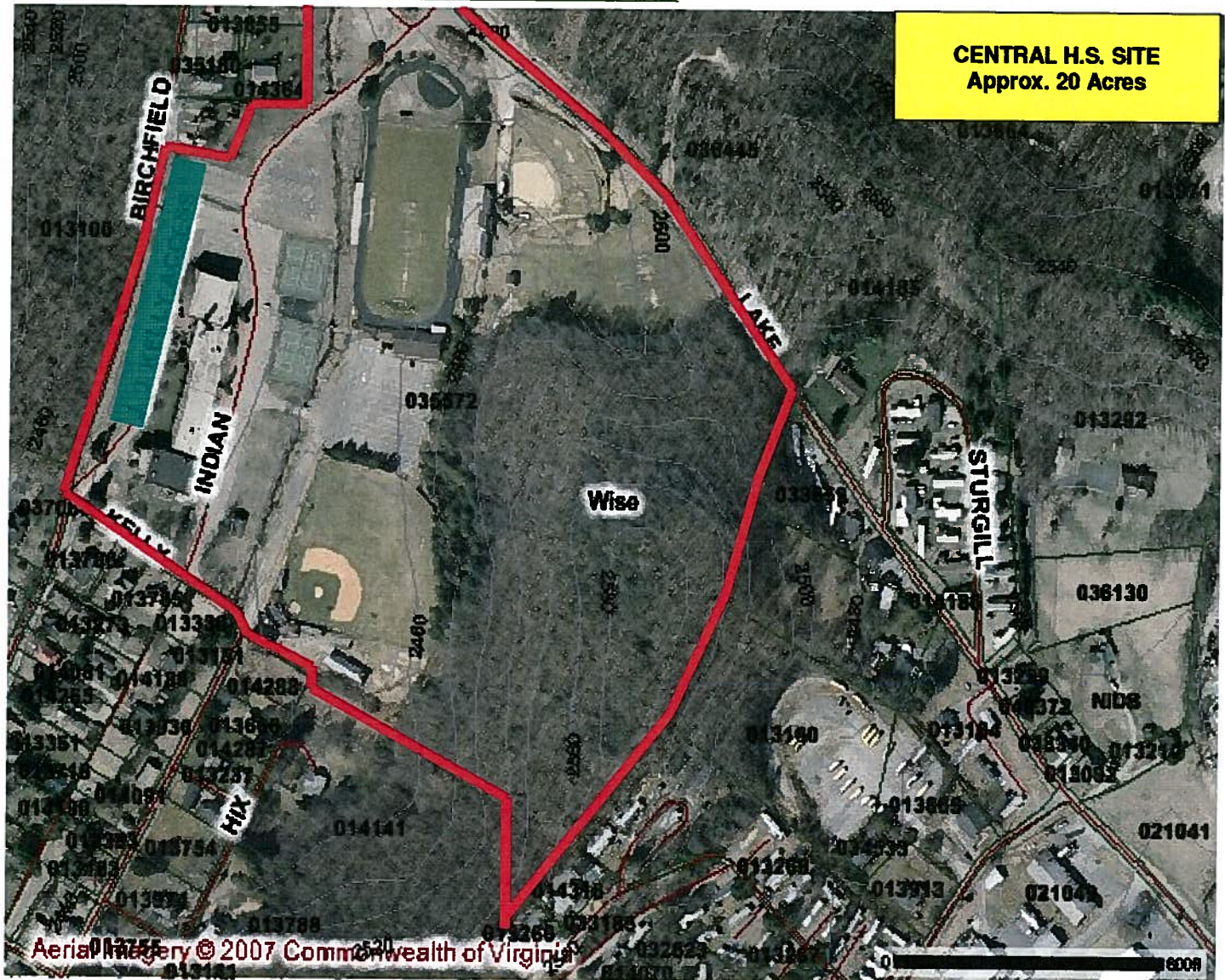
WISE COUNTY PUBLIC SCHOOLS

Exhibit A



NOTES

- -Existing HS campus
- School to remain in operation during construction
- Demo of existing HS for new parking and drives
- Potential reuse of existing athletic facilities

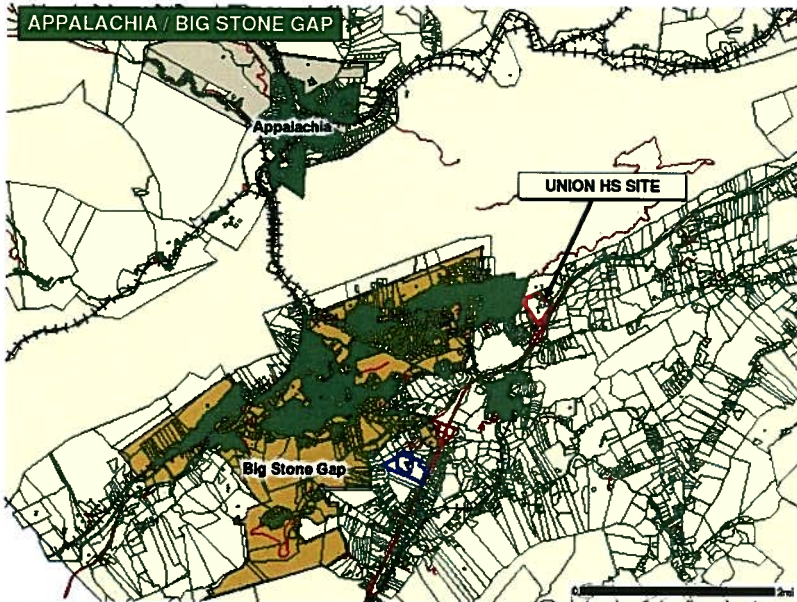




UNION HS SITE

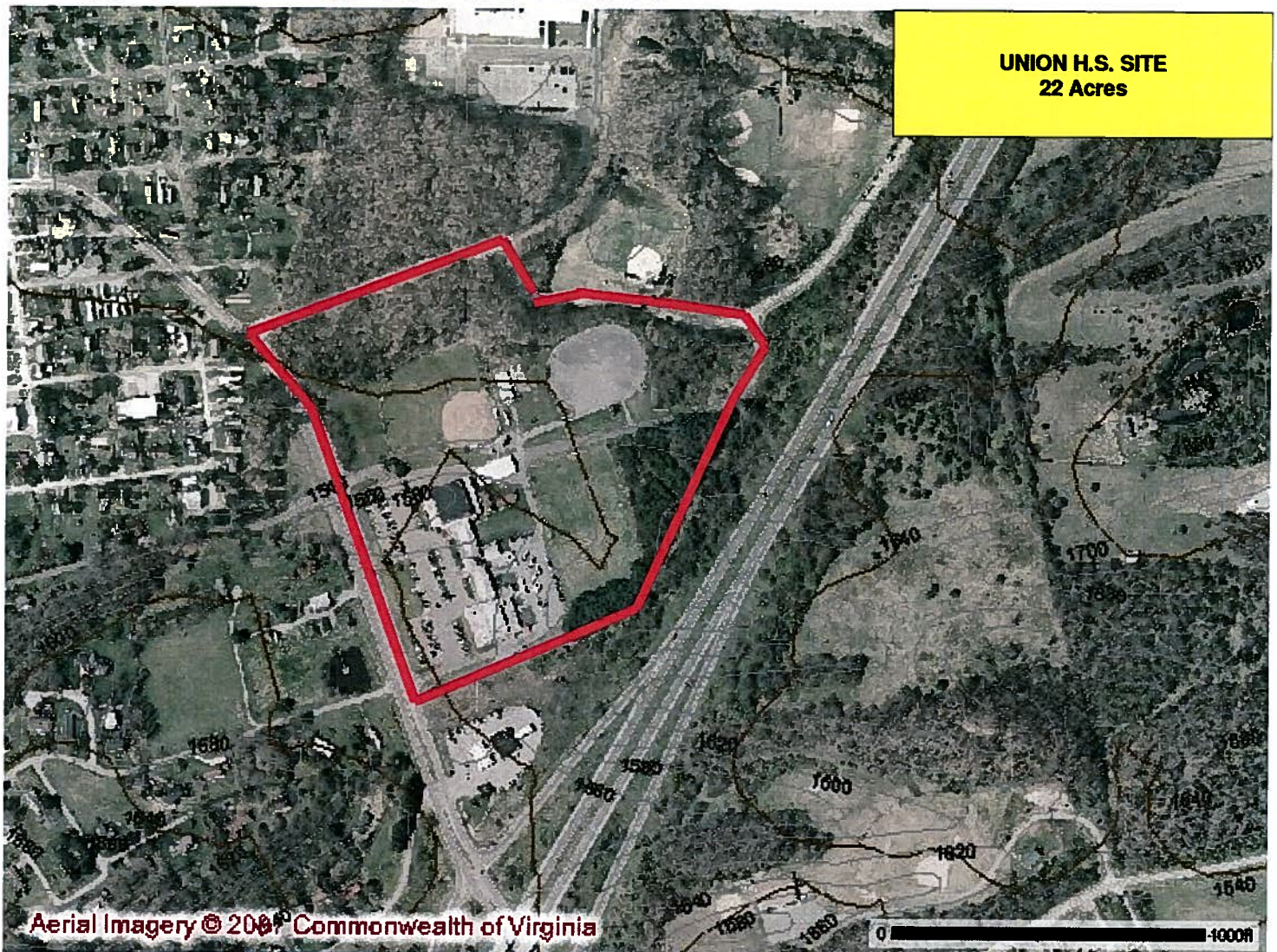
WISE COUNTY PUBLIC SCHOOLS

Exhibit A



NOTES

- Existing HS campus
- School to remain in operation during construction
- Demo of existing HS for new parking and drives
- Maintain access to existing primary school through out construction
- Domestic water , sanitary sewer, and electrical service are available on site



**PPEA REQUEST FOR PROPOSAL
Conceptual Proposals
Wise County Schools**

Exhibit B

ADDENDUM NUMBER 1

Prepared by

**M. B. KAHN CONSTRUCTION CO., INC.
CONSTRUCTION MANAGEMENT DIVISION
Roanoke, VA**

Date of Issue: July 25, 2011

The following items take precedence over the referenced portion of the documents for the above referenced Request For Proposal (RFP), and in executing a contract shall become a part thereof.

Correction to RFP dated June 28, 2011:

Section IV, G. Change proposal due date from "Monday, August 11, 2011" to "Thursday, August 11, 2011".

Enclosure No. 1: Pre-Proposal Meeting questions & answers (meeting held 7/12/11),
2 pages

Enclosure No. 2: Pre-Proposal Meeting Sign-In Sheet (meeting held 7/12/11), 1 page

End of Addendum No.1

**WISE COUNTY PUBLIC SCHOOLS
PPEA PRE-PROPOSAL MEETING
July 12, 2011 at the Education Center**

Questions posed during the meeting:

1) *Will the presentation be detailed information of the building on site?*

The presentation material will be up to the firm(s) presenting. The presentations will be in a public meeting and any information provided by the firm(s) presenting will be subject to public release.

2) *Will financial information be a part of the presentation?*

Again, we will leave that up to the firm(s) presenting. The Board of Education (BOE) will have copies of the proposals available. The information within those proposals marked as confidential and proprietary will not be subject to public disclosure.

3) *What about the availability of the site behind the Career Tech Center to be used as a possible site?*

No decision has been made on a second site at this time. Studies are ongoing.

4) *What is the time schedule for the firms to be chosen for the detailed phase of the PPEA process?*

The selection of firm(s) for the detailed phase is anticipated to be mid-to-late August 2011. This will depend on the number/complexity of conceptual phase responses, and Board approval.

5) *Is there a specific budget for the PPEA portion of the overall construction program?*

We are expecting the firms submitting to provide a budget with their respective proposals.

6) *Are there any geotechnical reports or studies for the PVHS site?*

No geotechnical reports or studies are available at this time.

7) *How are we to derive an estimated cost of the project when the site implications have yet to be determined?*

We expect an allowance to be provided by the respective firms on the PVHS site. This same allowance may be used for the second school site.

8) *Are there any assumptions we need to make about extracurricular facilities?*

None other than the information recommended in the Educational Program space summary.

9) *Will there be an attempt to negotiate an interim comprehensive agreement?*

We will move the process along as expeditiously as feasible. We anticipate that an interim agreement will be negotiated.

Wise PPEA Sign in

7-12-11

<u>NAME</u>	<u>Company</u>	<u>CONTACT INFO</u>
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PPEA REQUEST FOR PROPOSALS (RFP)
For Design and Construction of New High Schools
Wise County Public Schools
Wise, VA
June 28, 2011

I. PURPOSE

The Wise County School Board ("WCSB") is soliciting Conceptual Proposals under the Public-Private Education Act of 2002 (the "PPEA"), as amended, from private entities who wish to design, schedule, construct, and build one (1) or both of two (2) new high schools WCPS is planning to construct. A firm, joint venture, or other private entity may offer a PPEA conceptual proposal to design and construct either or both of these new schools.

II. THE PROJECTS

WCSB has elected to construct two new high schools. The intent is to construct these schools as follows:

1. Construct a new school behind the former Powell Valley High School for the Union High School students.
2. Construct a new school in the Wise area for the Central High School students.

The new high schools have not been designed, but a set of educational specifications have been developed, and are to be used to help plan the new schools. Each new school will be constructed for approximately 750 students, and may utilize the same floor plan (prototype). A copy of the educational specification plan is attached herein. The Wise area school site has not been identified, therefore Conceptual Proposals shall be based on the Powell Valley High School site. WCPS may construct the two new high schools as separate projects.

III. PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002

- A. **"PPEA"** – The Public-Private Education Facilities and Infrastructure Act of 2002 (the "PPEA") grants to local governments and public school systems the authority to create public-private partnerships for the development of a wide range of projects for public use if the public entities determine there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. WCSB has determined that there is an immediate need for new school facilities to be delivered in a timely, cost-effective manner. A comprehensive agreement is to be negotiated between a Proposer or Proposers and WCSB that will define the respective rights and obligations of WCSB and the successful Proposer(s).

B. *Proposals* – Proposals should be prepared simply and economically, providing a concise description of the Proposer’s capabilities to complete the proposed qualifying project(s) and the benefits to be derived from the project(s) by the public entity. Project benefits to be considered are those occurring during the construction and during the life cycle of the project(s). Proposals should also include a comprehensive scope of work and financial plan for the project(s), containing enough detail to allow an analysis by WCSB of the financial feasibility of the proposed project(s).

C. *Two-Step Process* – WCSB will use a two-part process consisting of an initial conceptual phase and a detailed phase. This RFP invites Proposers to submit initial conceptual proposals that will be evaluated pursuant to the adopted procedures as follows:

1. Conceptual Phase

- a.** Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by WCSB for further review at the conceptual stage.
- b.** After reviewing all proposals submitted, WCSB may determine:
 - (i.) Not to proceed further with any proposal,
 - (ii.) To proceed to the detailed phase of review with one proposal, or
 - (iii.) To proceed to the detailed phase with multiple proposals.

2. Detailed Phase

Upon the completion of the conceptual phase, should WCSB determine that there is merit in continuing the process; one or more Proposers may be invited to submit detailed proposals.

In the event that more than one proposal will be considered in the detailed phase of review, WCSB will consider whether the unsuccessful Proposer should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful Proposer in the comprehensive agreement.

D. *Freedom of Information Act* – Generally, proposal documents submitted by private entities are the property of the Wise County School Board and are subject to the Virginia Freedom of Information Act (“FOIA”). In accordance of FOIA, such documents are releasable if requested, except to the extent that they relate to (i) confidential proprietary information submitted to the responsible public entity under a promise of confidentiality or (ii) memoranda, working papers or other records related to proposals if making public such records would adversely affect the financial interest of the public or private entity or the bargaining position of either party. In order for confidential proprietary information to be excluded from public release, Proposers shall (i) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (ii) identify the data or other materials for which protection is sought, and (iii) state the reasons why protection is necessary.

IV. INSTRUCTIONS TO PROPOSERS – CONCEPTUAL PHASE

- A. **Wise County School Board's Obligation** – This RFP is for bidding purposes only and is not a contract. WCSB will assume no obligation to reimburse or pay any person or firm responding any costs, fees, or expenses incurred in the preparation of a response to this RFP, or for any meetings or travel costs related to such response. WCSB is under no obligation to any responding party until a contract is executed for the services described within.
- B. **Communications and Addenda** – Proposers are encouraged to carefully examine the RFP documents for discrepancies, errors, omissions or ambiguities. Any questions concerning the requirements should be directed to the issuing agent:

Wise County School Board
P.O. Box 1217
628 Lake Street
Wise, VA 24293
Contact: Ron Vicars, Business Mgr.
Or Designated Construction Manager

Phone (276) 328-8017
FAX (276) 328-3350

The issuing agent will review the written questions and requests for clarifications, if any, if submitted by Tuesday, July 19, 2011 Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, when issued, will be mailed to all Proposers and shall become part of the Contract Documents.

- C. **Proposal Preparation** – Conceptual PPEA proposals shall conform in all respects to the requirements stated in the “Wise County School Board Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002” attached herein.
- D. **Special Requirements** – Submitted proposals should also contain, but not limited to the following:
1. Description of how the Proposer will provide programming to determine additional design detail and appropriate scope of work from various stakeholder groups, including division administration, school staff and citizens.
 2. Provide design and construction schedule including schedule for operations transition time leading to full use of the facilities.
 3. Provide information on how the design and construction will result in facilities with minimal maintenance costs and reasonable energy costs to operate.

4. As a condition of the proposal, the Proposer agrees to communicate only with the Issuing Agent on any aspect of the proposal or with WCSB's division superintendent, if contact is initiated by him.
5. All proposals shall contain verification of any third party commitments represented in the proposal.

E. *Executive Summary* – In order to facilitate evaluation of the Proposer's capabilities and project feasibility, proposals should be as thorough and detailed as possible so that WCSB may properly evaluate the Proposer's capabilities to complete any proposed project. Proposals should include an executive summary and use cross-referencing rather than repetition in explaining the proposed project.

F. *Detailed Proposal Phase* – If WCSB decides to proceed to the detailed phase, only those private entities whose conceptual proposals are selected for future consideration will be invited to submit detailed proposals. The guidelines herein include a list of items to be addressed in the detailed proposal. The detailed proposal shall also include a design that is compatible with the educational program, as well as the community and Division's educational goals. WCSB may request additional information and negotiate details with private entities during the detailed phase.

G. *Preparation and Submission of Conceptual Proposals*

1. Submit one original and six (6) copies of the proposal to the Wise County School Board, 628 Lake Street, Wise, VA, 24293. **Proposals must be received by the Business Office no later than 4:00 P.M., local time, Monday, August 11, 2011.** Requests for extensions of this date and time will not be granted except by written addendum to the RFP applicable to all prospective Proposers.
2. Proposals should be submitted in a sealed container with the words "PPEA Proposal Enclosed" on the face of the container.
3. Proposals or any addendums to proposals received by WCSB after the closing date and time will not be considered. The actual receipt by WCSB shall control, and not the mailing or sending date.
4. A **Pre-proposal conference** will be held at the Wise County Public Schools Board Room, 628 Lake Street, Wise, VA, 24293 at 2:00 P.M. on Tuesday, July 12, 2011. Attendance is encouraged, but is not mandatory.
5. WCSB reserves the right to waive any informalities with respect to any proposal submitted in response to this RFP.

V. PROPOSAL EVALUATION CRITERIA

- A.** Evaluation of proposals in the selection process shall be done in accordance with the Wise County School Board's PPEA Procedures as adopted. Selection will be made on the basis of the evaluation factors in V.(C.) of this RFP.
- B.** WCSB may designate a working group to be responsible for evaluating proposals and negotiating the comprehensive agreement.
- C.** Evaluation factors contained in the "Wise County School Board Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure act of 2002" as well as the following will be used in review and evaluation of the PPEA proposals:
 - 1. Experience and expertise of the Proposer in providing a design and construction of public schools.
 - 2. Proposer's understanding of the purposes and objectives of Wise County Public Schools as it pertains to the project(s), meeting the needs of Wise County Public Schools, and ultimately the citizens of Wise County.
 - 3. Qualifications and experience of the Proposer's key personnel to be assigned to the project(s) including project manager and management teams, and overall qualifications and experience of the Proposer and any subcontractors to be used.
 - 4. Proposer's performance record and demonstrated ability to work with a governmental organization to provide the requested services, produce quality work, meet schedules, and manage a successful project or projects in a timely manner.
 - 5. Quality of the content of the proposal and the responsiveness to the PPEA-RFP including the requested "Special Requirements" of proposal submission.
 - 6. Proposed approach and methodology in the implementation of the project(s).
 - 7. Proposer's estimate of contract performance timetable and proposed cost.
 - 8. Design shall be compatible with educational program, as well as the community and Division's educational goals.
 - 9. References with contact information from past experience and expertise in providing design and construction of public schools.
 - 10. Identification of and collaboration with legal counsel with significant experience with PPEA.
 - 11. Earth moving and mining engineering expertise associated with coal extraction, permitting and regulatory requirements and geotechnical evaluations associated with removal of coal incidental to this project(s).

- VI. WISE COUNTY SCHOOL BOARD GUIDELINES FOR IMPLEMENTATION OF THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002 (see attached)**
- VII. EDUCATIONAL PROGRAM SPACE SUMMARY FOR NEW 750 STUDENT HIGH SCHOOL PROTOTYPE (draft two) (see attached)**

File: DJFA

**Public-Private Education Facilities and
Infrastructure Act of 2002**

Model Guidelines

**As revised
September 2008**

WISE COUNTY SCHOOL BOARD

GUIDELINES FOR IMPLEMENTATION OF THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002

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Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002

I. Introduction

The Public-Private Education Facilities and Infrastructure Act of 2002 (the "PPEA")¹ grants the Wise County School Board (the Board), a responsible public entity as defined in the PPEA, the authority to create public-private partnerships for the development of a wide range of projects for public use (qualifying projects) if the Board determines there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. Individually negotiated interim or comprehensive agreements between a private entity and the Board will define the respective rights and obligations of the Board and the private entity. Although guidance with regard to the application of the PPEA is provided herein, it will be incumbent upon the Board and all private entities to comply with the provisions of the PPEA.

In order for a project to come under the PPEA, it must meet the definition of a "qualifying project." The PPEA contains a broad definition of qualifying project that includes public buildings and facilities of all types; for example:

- (i) An education facility, including, but not limited to, a school building (including any stadium or other facility primarily used for school events), any functionally-related and subordinate facility and land to a school building, and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
- (ii) A building or facility that meets a public purpose and is developed or operated by or for any public entity;
- (iii) Improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;
- (iv) Utility and telecommunications and other communications infrastructure;
- (v) A recreational facility; or
- (vi) Technology infrastructure, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; or

¹ Va. Code § 56-575.1 through § 56-575.18

- (vii) Any improvements necessary or desirable to any unimproved locally- or state-owned real estate.
- (viii) Any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; or
- (ix) Any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

The PPEA establishes requirements that the Board must adhere to when considering proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or comprehensive agreement detailing the relationship between the Board and the private entity.

The WISE COUNTY SCHOOL BOARD (the Board) adopted these Procedures on May 12, 2008 to implement the PPEA. Therefore, the Board, the Superintendent and employees of the Board will follow these procedures to receive and evaluate any proposal submitted to the Board under the provisions of the PPEA. The Board must adopt any amendments to these procedures. The Board hereby designates Ron Vicars as the contact person to receive PPEA proposals and to respond to inquiries regarding the PPEA or these guidelines. The guidelines are available to the public.

The Board may designate a working group to be responsible for evaluating proposals and negotiating the comprehensive agreement.

In the event that the PPEA is amended in a manner that either conflicts with these guidelines or concerns material matters not addressed by the Guidelines, the Board will amend the Guidelines. If the Guidelines are not amended prior to the effective date of the new law, the Guidelines will be interpreted in a manner to conform to the new law.

The Board will engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the Board, to provide independent analysis regarding the specifics, advantages, disadvantages and long- and short-term costs of any request by a private entity for approval of a qualified project unless the Board determines that such analysis shall be performed by employees of the Board.

The Board will provide opportunities for competition through public notice and the availability of its representatives to meet with private entities considering a proposal.

The Board will establish reasonable criteria for choosing among competing proposals.

The Board will establish suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement. The Board may authorize

accelerated selection and review and documentation timelines for proposals involving a qualifying project that it deems a priority.

The Board will establish financial review and analysis procedures that include, at a minimum, a cost-benefit analysis, an assessment of opportunity cost, and consideration of the results of all studies and analyses related to the proposed qualifying project. Those procedures will include requirements for the disclosure of such analysis to the appropriating body for review prior to execution of an interim or comprehensive agreement.

The Board will consider the nonfinancial benefits of a proposed qualifying project.

The Board will establish a mechanism for the appropriating body to review a proposed interim or comprehensive agreement prior to execution.

The Board will establish criteria for the establishment of an advisory committee consisting of representatives from it and the appropriating body to review the terms of the proposed interim or comprehensive agreement. Those criteria may include the scope, costs, and duration of the qualifying project and whether the project involves or impacts multiple public entities.

The Board will analyze the adequacy of the information released when seeking competing proposals and providing for the enhancement of that information, if it deems such enhancement necessary to encourage competition.

The Board will establish criteria, key decision points, and approvals required to ensure that it considers the extent of competition before selecting proposals and negotiating an interim or comprehensive agreement.

The Board shall require the posting and publishing of public notice of a private entity's request for approval of a qualifying project, including (i) specific information and documentation to be released regarding the nature, timing, and scope of the qualifying project pursuant to subsection A of Va. Code § 56-575.4; and (ii) a reasonable time period, of at least 45 days, as determined by the Board, to encourage competition and public-private partnerships in accordance with the goals of the PPEA, during which time the Board shall receive competing proposals pursuant to subsection A of Va. Code § 56-575.4.

II. General Provisions

A. Proposal Submission

A proposal may be either solicited by the Board or delivered by a private entity on an unsolicited basis. Proposers may be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein. The

initial phase of the proposals should contain specified information on proposer qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility. The detailed proposal should contain specified deliverables.

The PPEA allows private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations including, if applicable, the portion of the tax-exempt private activity bond limitation amount to be allocated annually to the Commonwealth of Virginia pursuant to the federal Economic Growth and Tax Relief Reconciliation Act of 2001² for the development of education facilities using public-private partnerships, and to provide for carryovers of any unused limitation amount.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the Board. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the Board of the financial feasibility of the proposed project. The Board may require the proposer to provide additional information and clarification to the submission. The cost analysis of a proposal should not be linked solely to the financing plan; the Board may determine to finance the project through other available means.

The PPEA is intended to encourage proposals from the private sector that offer the provision of private financing in support of the proposed public project and the assumption of commensurate risk by the private operator, but also offer benefits to the operator through innovative approaches to project financing, development and use. However, while substantial private sector involvement is encouraged, qualifying facilities will still be devoted primarily to public use and typically involve facilities critical to the public health, safety and welfare. Accordingly, the Board shall continue to exercise full and proper due diligence in the evaluation and selection of operators for these projects. In this regard, the qualifications, capabilities, and resources and other attributes of a prospective operator and its whole team will be carefully examined for every project. In addition, operators proposing projects shall be held strictly accountable for representations or other information provided regarding their qualifications, experience or other contents of their proposals, including all specific aspects of proposed plans to be performed by the operator.

B. Affected Jurisdictions

Any private entity submitting a conceptual or detailed proposal to the Board must provide any affected jurisdiction with a copy of the private entity's proposal by certified

² Public Law 107-16; Section 142(k)(5) of the Internal Revenue Code of 1986, as amended.

mail, express delivery or hand delivery within five (5) business days of submission of the proposal to the Board. Any affected jurisdiction shall have 60 days from the receipt of the proposal to submit written comments to the Board and to indicate whether the proposed qualifying project is compatible with the (i) jurisdiction's comprehensive plan, (ii) jurisdiction's infrastructure development plans, and (iii) capital improvements budget or other government spending plan. Comments received within the 60-day period shall be given consideration by the Board, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. However, the Board may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from affected local jurisdictions.

C. Proposal Review Fee

The Board will receive an analysis of the proposal from appropriate internal staff or outside advisors or consultants, or any combination thereof, with relevant experience in determining whether to enter into an agreement with the private entity.

The Board may charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any proposal submitted under the PPEA, including a fee to cover the costs of outside attorneys, engineers, consultants, and financial advisors. Any fee charged for such review of a proposal should be reasonable in comparison to the level of expertise deemed necessary by the Board and required to review the proposal and will not be greater than the direct costs associated with evaluating the proposed qualifying project. "Direct costs" may include, but are not limited to, (i) the cost of staff time required to process, evaluate, review and respond to the proposal and (ii) the costs to hire attorneys, engineers, consultants and financial advisors. The Board may require an initial processing fee with an additional fee to be charged should the project proceed beyond the initial review.

The Board will refund any portion of fees paid in excess of its direct costs associated with evaluating the proposal.

D. Freedom of Information Act

1. General applicability of disclosure provisions

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA") except that Va. Code § 2.2-3705.6 (11) exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the Board may elect to release some or all of documents except to the extent that the documents are;

- a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.);
- b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or

- c. Other information submitted by a private entity, where, if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the Board must comply with the provisions of such order.

2. Protection from mandatory disclosure for certain documents submitted by a private entity.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the Board at the time the documents are submitted earmarking³ with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of the three classes of records listed in Section D.1.

Upon the receipt of a written request for protection of documents, the Board will determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the Board or private entity in accordance with Section D.1. The Board will make a written determination of the nature and scope of the protection to be afforded by the Board under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. Nothing will prohibit further negotiation of the documents to be protected from release although what may be protected must be limited to the categories of records identified in Section D.1.

Once a written determination has been made by the Board, the documents afforded protection under this subdivision will continue to be protected from disclosure while in the possession of the Board or any affected local jurisdiction to which such documents are provided.

If a private entity fails to designate with specificity trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents will be subject to disclosure under FOIA.

3. Protection from mandatory disclosure for certain documents produced by the Board.

The Board may withhold from disclosure memoranda, staff evaluations, or other records prepared by the Board, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior

³ "Earmarking" denotes the process of identifying trade secrets and other proprietary records for which protection is sought.

to or after the execution of an interim or comprehensive agreement, the financial interest or bargaining position of the Board would be adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by the Board.

Cost estimates relating to a proposed procurement transaction prepared by or for the Board will not be open to public inspection.

4. The Board will not withhold from public access:
 - (a) procurement records other than those subject to the written determination of the Board;
 - (b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into by the Board and the private entity;
 - (c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or
 - (d) information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the Board must comply with such order.

E. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects and shall be in compliance with the Board's fiscal policies.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the Board to comply with all other applicable law not in conflict with the PPEA. The applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in the PPEA.

III. Solicited Proposals

The Board may invite bids or proposals from private entities to develop or operate qualifying projects. The Board may use a two-part process consisting of an initial or conceptual phase and a detailed phase. The Board will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the

provisions of the PPEA. The Board may establish suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement.

The solicitation will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The solicitation will be posted in such public areas as are normally used for posting of the Board's notices, including the Board's website. Notice may also be posted in a newspaper or other general circulation publication, advertised in *Virginia Business Opportunities* or posted on the Commonwealth's electronic procurement website. The solicitation will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the Board.

IV. Unsolicited Proposals

The PPEA permits the Board to receive and evaluate unsolicited proposals from private entities to develop or operate a qualifying project.

The Board may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of a solicitation, the proposal shall be treated as an unsolicited proposal. The Board may establish suggested timelines for selecting proposals and negotiating an interim comprehensive agreement.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. The Board reserves the right to reject any and all proposals at any time prior to the execution of an interim or comprehensive agreement.

2. Upon receipt of any unsolicited proposal or group of proposals and payment of any required fee by the proposer or proposers, the Board will determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the Board determines not to accept the proposal and not proceed to publication and conceptual-phase consideration, it will return the proposal, together with all fees and accompanying documentation, to the proposer.

3. If the Board chooses to accept an unsolicited proposal for publication and conceptual-phase consideration, it shall post a notice in a public area regularly used by the Board for posting of public notices for a period of not less than 45 days. The Board shall also publish the same notice for at least 45 days in one or more newspapers or periodicals of general circulation in the area to notify any parties that may be interested in submitting competing unsolicited proposals. In addition, the notice will also be advertised in *Virginia Business Opportunities* and on the Commonwealth's electronic procurement website. Interested parties shall have 45 days from the date the notice is first published to

submit competing unsolicited proposals. The notice shall state that the Board (i) has received ~~and accepted~~ an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with the procedures adopted by the Board and the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations.

To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the Board familiar with the unsolicited proposal and the Board's guidelines shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The Board shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the Board shall establish criteria, including key decision points and approvals, to ensure proper consideration of the extent of competition from available private entities prior to selection.

B. Initial Review at the Conceptual Stage

1. Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the Board for further review at the conceptual stage. Formatting suggestions for proposals at the conceptual stage are found at Section VI. A.

2. The Board will determine at this initial stage of review whether it will proceed using:

- a. Standard "competitive sealed bidding" procurement procedures consistent with the VPPA; or
- b. Guidelines developed by the Board that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in § 2.2-4301 of the Code of Virginia. The Board may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the Board and the public based upon either (i) the probable scope, complexity or priority of need, (ii) the risk sharing, including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the private entity; or (iii) increase in funding, dedicated revenue, or other economic benefit that would otherwise not be available.

3. After reviewing the original proposal and any competing unsolicited proposals submitted during the notice period, the Board may determine:

- (i) not to proceed further with any proposal,

- (ii) to proceed to the detailed phase of review with the original proposal,
- (iii) to proceed to the detailed phase with a competing proposal, or
- (iv) to proceed to the detailed phase with multiple proposals.
- (v) to request modifications or amendments to any proposals.

In the event that more than one proposal will be considered in the detailed phase of review, the Board will consider whether the unsuccessful proposer should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful proposer in the comprehensive agreement.

4. Discussions between the Board and private entities about the need for infrastructure improvements shall not limit the Board's ability to later determine to use standard procurement procedures to meet its infrastructure needs.

The Board at all times retains the right to reject any proposal at any time for any reason whatsoever.

V. Posting Requirements

A. Conceptual proposals, whether solicited or unsolicited, shall be posted by the Board within 10 working days after acceptance of such proposals in the following manner: the proposals shall be posted on the Board's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the Board.

B. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the Board so as to provide maximum notice to the public of the opportunity to inspect the proposals.

C. In addition to the posting requirements noted above, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Va. Code § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Board and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

VI. Proposal Preparation and Submission

A. Format for Submissions at the Conceptual Stage

The Board will require that proposals at the conceptual stage contain information in the following areas: (1) qualifications and experience, (2) project characteristics, (3) project financing, (4) anticipated public support or opposition, or both, (5) project benefit and compatibility and (6) any additional information as the Board may reasonably request to comply with the requirements of the PPEA. Suggestions for formatting information to be included in proposals at this stage include the items listed below, as well as any additional information or documents the Board may request:

1. Qualifications and Experience

- a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- b. Describe the experience of the firm or consortium of firms making the proposal, the key principals and project managers involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.
- c. For each firm or major subcontractor that will be utilized in the project, provide a statement listing all of the firm's prior projects and clients for the past 3 years and contact information for those clients, including names, addresses, and telephone number. If a firm has worked on more than 10 projects during this period, it may limit its prior project list to 10, but shall include all projects similar in scope and size to the proposed project and shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents which are in its possession evaluating the firm's performances during the preceding three years in terms of cost, quality, schedule maintenance, safety and other matters relevant to the successful project developments, operation, and completion.
- d. Provide the names, prior experience, addresses, telephone numbers and e-mail addresses of persons within the firm or consortium of firms who will

be directly involved in the project or who may be contacted for further information.

- e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
- f. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 et seq.).
- g. Identify the proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.
- h. Identify the proposed plan for complying with Va. Code § 22.1-296.1, if applicable, or explain why the requirements of that statute are inapplicable.
- i. For each firm or major subcontractor that will perform construction and/or design activities, provide the following information:
 - (1) A sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.
 - (2) A statement that reviews all relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm, including but not limited to bonding capacities, insurance coverage and firm equipment. This statement shall also include a disclosure for the past three years of any of the following conduct by the firm or its principal shareholders:
 - (A) bankruptcy filings;
 - (B) liquidated damages;
 - (C) fines, assessments or penalties;
 - (D) judgments or awards in contract disputes;
 - (E) contract defaults or terminations;
 - (F) license revocations, suspension, disciplinary actions;
 - (G) prior debarments or suspensions by a governmental entity;

- (H) denials of prequalification, findings of non-responsibility;
- (I) safety past performance data including fatality; incidents, "Experience Modification Rating," "Total Recordable Injury Rate," and "Total Lost Workday Incidence Rate;"
- (J) violations of any federal, state, or local criminal or civil law;
- (K) criminal indictments or investigations; and
- (L) legal claims filed by or against the firm.

2. Project Characteristics

- a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that the type and intent of the project, the location, and the communities that may be affected are clearly identified.
- b. Identify and fully describe any work to be performed by the Board or any other public entity.
- c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- d. Identify any anticipated adverse social, economic, environmental and transportation impacts of the project measured against the comprehensive land use plan of any affected jurisdiction and applicable ordinances and design standards. Specify the strategies or actions to mitigate known impacts of the project.
- e. Identify the projected positive social, economic, environmental and transportation impacts of the project measured against the comprehensive land use plan of any affected jurisdiction and applicable ordinances and design standards.
- f. Identify the proposed schedule for the work on the project, including sufficient time for the Board's review, and the estimated time for completion.
- g. Propose allocation of risk and liability, and assurances for timely completion of the project.

- h. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the Board's use of the project.
- i. Provide information relative to phased openings of the proposed project.
- j. Identify contingency plans for meeting public needs in the event that all or some of the project is not completed according to the projected schedule.
- k. Describe any architectural, building, engineering or other applicable standards that the proposed project will meet.

3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs based upon the Board's adopted operational standards. Include supporting due diligence studies, analyses, or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan.
- d. Identify the proposed risk factors and methods for dealing with these factors. Describe methods and remedies associated with any financial default.
- e. Identify any local, state or federal resources that the proposer contemplates requesting for the project along with an anticipated schedule of resource requirements. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.
- f. Identify the amounts and the terms and conditions for any revenue source.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

- h. Identify the need, if any, for the Board to provide either its general obligation or moral obligation backing. The underlying assumptions should address this need and/or state that the credit would be via a “Service Agreement,” for example. Any debt issuance should be expected to receive an investment grade rating from a nationally recognized statistical rating agency. If the natural rating is not investment grade, the Board may require the use of credit enhancements.
- i. Outline what impact, if any, a drop in interest rates would have on the ultimate annual project cost. Indicate if there is a method to refinance for cost savings or does the firm only receive benefit of this potential?
- j. Outline the financial penalties, if any, that would result should the Board wish to terminate a project early or restructure the cash flows for some reason of its own choosing. The firm should be specific on this point.
- i. Provide a breakout of the fees to any underwriting firm(s) and the type of obligation the firm(s) are using with a financing component. Be specific as to tax-exempt, taxable, floating rate, fixed rate, etc.

4. Project Benefit and Compatibility

- a. Identify who will benefit from the project, how they will benefit and how the project will benefit the Board and the overall community.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition (including that in any affected jurisdiction), for the project.
- c. Explain the strategy and plans, including the anticipated timeline, that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Describe any anticipated significant benefits to the community and the Board, including anticipated benefits to the economic, social, environmental, transportation, etc., condition of the Board and whether the project is critical to attracting or maintaining competitive industries and businesses to the area.
- e. Describe the project’s compatibility with the Board’s and/or affected jurisdiction’s local comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvements plan and capital budget or other government spending plan.

- f. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses: (1) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.

5. Any Additional Information As the Board May Reasonably Request

B. Format for Submissions at the Detailed Stage

If the Board decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by the Board:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.
3. Information relating to the current plans for development of facilities to be used by a public entity that are similar to the qualifying project being proposed by the private entity, if any, of each affected jurisdiction;
4. A statement and strategy setting out the plans for securing all necessary property and/or easements. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the Board or affected jurisdiction to condemn.
5. A detailed listing of all firms, along with their relevant experience and abilities, that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties along with a record of any prior defaults for performance.
6. A total life-cycle cost, including maintenance, specifying methodology and assumptions of the project or projects including major building systems (e.g., electrical, mechanical, etc.), and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses using Board adopted service levels and standards.

7. A detailed discussion of assumptions about user fees or rates, lease payments and other service payments, and the methodology and circumstances for changes, and usage of the projects over the useful life of the projects.
8. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.
9. Demonstration of consistency with appropriate Board and/or affected jurisdiction comprehensive plans (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvement plan and capital budget, or indication of the steps required for acceptance into such plans.
10. Explanation of how the proposed project would impact the Board's or affected jurisdiction's development plans.
11. Identification of any known conflicts of interest or other factors that may impact the Board's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100 et seq).
12. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.
13. Additional material and information as the Board may request.

VII. Proposal Evaluation and Selection Criteria

There are several factors that the Board may wish to consider when evaluating and selecting a proposal under the PPEA. The following, along with the specified information required under VI.A and VI.B above, are factors that the Board may be considered in the evaluation and selection of PPEA proposals. The Board retains the right at all times to reject any proposal at any time for any reason whatever.

A. Qualifications and Experience

Factors to be considered in either phase of the Board's review to determine whether the proposer possesses the requisite qualifications and experience may

include, along with the specified information required under VI.A and VI.B above, the following:

1. Experience with similar projects;
2. Demonstration of ability to perform work;
3. Leadership structure;
4. Project manager's experience;
5. Management approach;
6. Financial condition;
7. Project ownership;
8. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;
9. Demonstrated conformance with applicable laws, codes, standards, regulations, policies, and agreements on past projects; and
10. Project staffing plans, the skill levels of the proposed workforce, apprenticeship and other training programs offered for the project, and the proposed safety plans for the project.

B. Project Characteristics

Factors to be considered in determining the project characteristics may include, along with the specified information required under VI.A and VI.B above, the following:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology; technical feasibility;
5. Conformity to State, Board or affected jurisdiction laws, regulations, and policies;
6. Environmental impacts;

7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include, along with the specified information required under VI.A and VI.B above, the following:

1. Cost and cost benefit to the Board;
2. Financing and the impact on the debt or debt burden of the Board or the appropriating body;
3. Financial plan including default implications;
4. Opportunity costs assessments;
5. Estimated cost, including debt source, operating costs, etc.;
6. Life-cycle cost analysis;
7. The identity, credit history, and past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable, and;
8. Such other items as the Board deems appropriate.

D. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the Board's, affected jurisdiction's or regional comprehensive or development plans may include, along with the specified information required under VI.A and VI.B above, the following:

1. Community benefits;
2. Community support or opposition, or both;
3. Public involvement strategy;

4. Compatibility with existing and planned facilities;
5. Compatibility with Board, regional, and state economic development efforts; and
6. Compatibility with Board's and affected jurisdiction's land use and transportation plans.

E. Other Factors

Other factors that may be considered by the Board in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;
4. The eligibility of the project for accelerated documentation, review, and selection;
5. Local citizen and government comments;
6. Benefits to the public, including both financial and non-financial benefits;
7. The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
8. The private entity's plans to employ local contractors and residents; and
9. Other criteria that the Board deems appropriate.

VIII. Review by Appropriating Body

The Board shall establish a mechanism for the appropriating body to review a proposed interim or comprehensive contract prior to execution.

IX. Interim and Comprehensive Agreements

Prior to developing or operating the qualifying project, the selected proposer shall enter into a comprehensive agreement with the Board. Prior to entering a comprehensive

contract an interim contract may be entered into that permits a private entity to perform compensable activities related to the project. Any interim or comprehensive agreement shall define the rights and obligations of the Board and the selected proposer with regard to the project.

Any interim or comprehensive agreement shall provide that the proposer does not, and will not during the performance of the agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

A school board may enter into an interim or comprehensive agreement under the PPEA only with the approval of its local appropriating body.

A. Interim Agreement Terms

The scope of an interim agreement may include but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
6. Establish a process and timing of the negotiation of the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

B. Comprehensive Agreement Terms

The terms of the comprehensive agreement shall be tailored to address the specifics of the project and shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review and approval of plans and specifications for the qualifying project by the Board;
3. The rights of the Board to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by the Board to ensure proper maintenance, safety, use and management of the qualifying project;
6. The terms under which the private entity will reimburse the Board for services provided;
7. The policy and procedures that will govern the rights and responsibilities of the Board and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity by the Board and the transfer or purchase of property or other interests of the private entity by the Board;
8. The terms under which the private entity will file appropriate financial statements on a periodic basis.
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;
 - a. A copy of any service contract shall be filed with the Board.
 - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
 - c. Classifications according to reasonable categories for assessment of user fees may be made.
10. The terms and conditions under which the Board will contribute financial resources, if any, for the qualifying project;

11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action; and
12. Other requirements of the PPEA or provisions that the Board determines serve the public purpose of the PPEA;

The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

Parties submitting proposals understand that representations, information and data supplied in support of or in connection with proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the Board. Accordingly, as part of any interim or comprehensive agreement, the prospective operator and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct

The interim or comprehensive agreement and any amendments thereto shall be approved and entered into in writing by the Board.

C. Notice and Posting Requirements

1. In addition to the posting requirements of Section V., 30 days prior to entering into an interim or comprehensive agreement, the Board shall hold a public hearing on the proposals. After the public hearing is held, no additional posting shall be required based on any public comment received.
2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made, but before an interim or comprehensive agreement is entered into, the Board shall post the proposed agreement on its website or publish, in a newspaper of general circulation in the area in which the contract is to be performed, a summary of the proposal and the location where copies of the proposal are available for public inspection. Posting may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the Board.

In addition, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of Va. Code § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Board and the private entity.

3. Once an interim agreement or a comprehensive agreement has been entered into, the Board shall make procurement records available for public inspection, upon request.
 - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adversely affected the financial interest or bargaining position of the Board or private entity in accordance with Section II.D.2.
 - b. Such procurement records available to the public shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.) or (ii) financial records including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise.
 - c. To the extent access to procurement records is compelled or protected by a court order, the Board must comply with such order.
4. Within 30 days after entering into a comprehensive agreement, the Board shall provide a copy of the comprehensive agreement to the Auditor of Public Accounts.

X. Governing Provisions

In the event of any conflict between these provisions and the PPEA, the terms of the PPEA shall control.

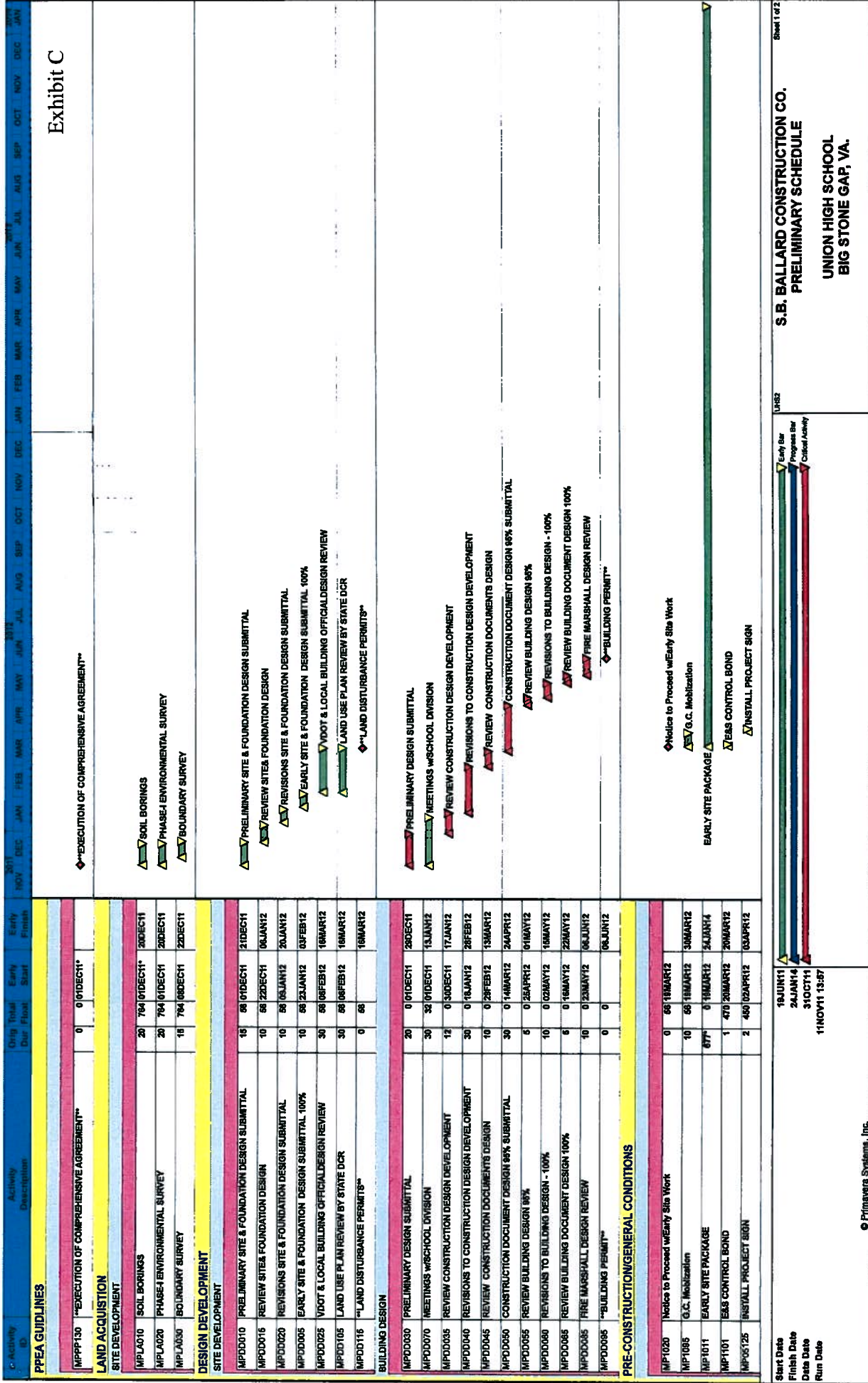
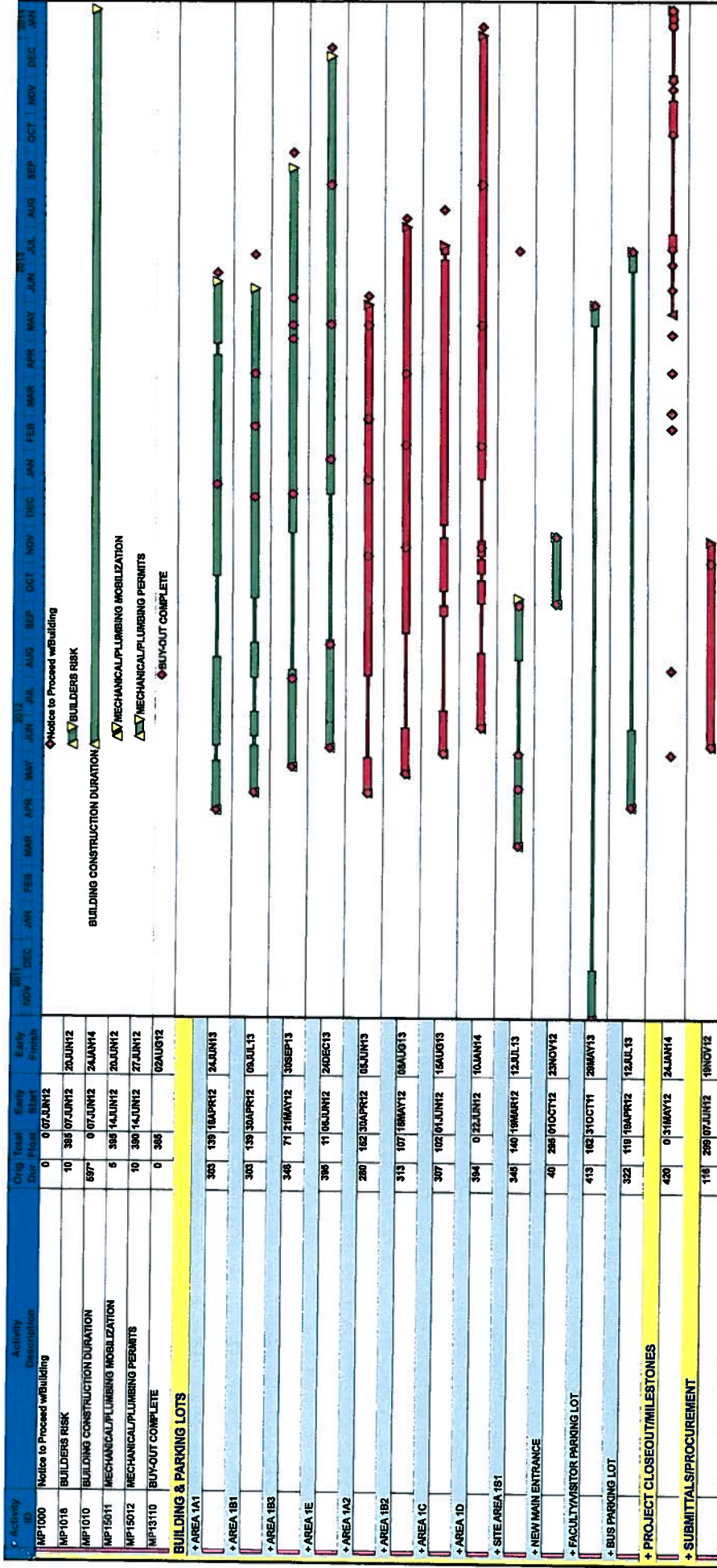


Exhibit C



Notice to Proceed w/Building
 BUILDERS RISK
 BUILDING CONSTRUCTION DURATION
 MECHANICAL/PLUMBING MOBILIZATION
 MECHANICAL/PLUMBING PERMITS
 BUY-OUT COMPLETE

Central High School - Wise, VA - EXHIBIT D					
Revised Per Telephone Conference Call Negotiations of 11.17.11					
Base Bid	Quantity/Factor	Quote	127,425 SF Cost per S.F.	TOTAL COST	
DIVISION 1 - GENERAL REQUIREMENTS					
02 15 20 General Conditions	18 Months	\$ 1,343,113	10.54	SBCC	
02 15 20 Builders Risk		\$ 29,875	0.23	CRS	
02 15 20 Building Permit		\$ -	0.00	WCPS	By Owner
02 15 20 Legal Fees		\$ -	0.00	WCPS	By Owner
02 15 20 Preconstruction/Design Interest Expense		\$ -	0.00	WCPS	By Owner
02 15 20 Final Cleaning	127,425 SF	\$ 57,353	0.45	SBCC	
02 15 20 Architectural/Structural/MEP Engineering		\$ 1,008,655	7.92	RRMM	
02 15 20 Building Survey & Layout		\$ 90,000	0.71	SBCC	
DIVISION 2 - EXISTING MATERIALS					
02 15 20 Site Demolition	9,632 SY @ \$8.30/SY	\$ 79,946	0.63	SBCC	
02 20 50 Building Demolition	132,844 SF @ \$3.16/SF	\$ 420,000	3.30	SBCC	
02 20 60 Hazardous Materials Report & Abatement	1 LS	\$ 100,000	0.78	SBCC	
DIVISION 3 - CONCRETE					
03 30 00 Building Cast-in-Place Concrete	127,425 SF	\$ 870,313	6.83	SBCC	
03 45 00 Architectural Precast Concrete - 5% Exterior Skin	3,584 SF @ \$23.55/SF	\$ 84,403	0.66	SBCC	
DIVISION 4 - MASONRY					
04 20 00 Exterior CMU Walls w/ VB, Insulation & Brick Veneer	43,304 SF @ \$23.45/SF	\$ 1,015,479	7.97	SBCC	
04 22 10 Interior CMU Partitions	109,007 SF @ \$8.36/SF	\$ 911,299	7.15	SBCC	
04 25 50 Masonry Rebar - Materials Only	91.25 Tons @ \$900/Ton	\$ 82,125	0.64	SBCC	
DIVISION 5 - METALS					
05 12 00 Structural Steel Framing - Full Steel Frame	127,425 SF	\$ 1,973,813	15.49	SBCC	
05 12 10 Steel Framing & Decking @ Canopies	5,945 SF	\$ 65,614	0.51	SBCC	
05 51 00 Metal Metals - Stairs, Lintels, Railings	Included in Structural	\$ -	0.00	SBCC	
DIVISION 6 - WOODS, PLASTICS, AND COMPOSITES					
06 10 00 Rough Carpentry - Materials	14,810 BFM @ \$3.50/BFM	\$ 51,835	0.41	SBCC	
06 10 05 Rough Carpentry - Installation	14,810 BFM @ \$3.00/BFM	\$ 44,430	0.35	SBCC	
06 20 23 Interior Finish Carpentry	894 LF @ \$8.00/LF	\$ 7,152	0.06	SBCC	
06 20 25 Laminate Tops @ Lockers	495 SF @ \$30.00/SF	\$ 14,850	0.12	SBCC	
DIVISION 7 - THERMAL AND MOISTURE PROTECTION					
07 13 26 Waterproofing @ Elevator Pit	260 SF @ \$7.00/SF	\$ 1,820	0.01	SBCC	
07 42 43 Composite Wall Panels - 10% Exterior Skin	7,168 SF @ \$17.65/SF	\$ 126,515	0.99	SBCC	
07 42 45 Aluminum Soffit @ Canopies	6,257 SF @ \$11.75/SF	\$ 73,520	0.58	SBCC	
07 52 16 TPO Membrane Roofing	101,272 SF @ \$8.85/SF	\$ 896,257	7.03	SBCC	
07 55 50 Exterior Skin Consultant	1 LS	\$ 22,500	0.18	SBCC	
07 84 46 Caulking & Sealants	127,425 SF @ \$0.18/SF	\$ 22,937	0.18	SBCC	
07 95 00 Expansion Control Joints	550 LF @ \$33.50/LF	\$ 18,425	0.14	SBCC	
DIVISION 8 - OPENINGS					
08 11 13 HM Door Frames, HM/SCW Doors & Door Hardware	232 EA @ \$970	\$ 225,040	1.77	SBCC	
08 11 15 HM Borrowed Lites (48" x 48" x 72 EA)	1,210 SF @ \$30/SF	\$ 36,300	0.28	SBCC	
08 33 23 Non-Insulated Ceiling Grilles - 14" x 5'	4 EA @ \$1,750	\$ 7,000	0.05	SBCC	
08 33 25 Insulated OH Doors - 10' x 8'	2 EA @ \$3,900	\$ 7,800	0.06	SBCC	
08 41 13 Aluminum Entrances & Windows - 25% Exterior Skin	18,894 SF @ \$42.70/SF	\$ 806,774	6.33	SBCC	

MBK Allowance Dated 11/03/11

DIVISION 25 - INTEGRATED AUTOMATION									
DIVISION 26 - ELECTRICAL									
25 00 00	Electrical Systems - Complete	127,425 SF	\$	1,624,541	12.75			SBBCC	
25 00 10	Entrance Drive & Parking Lot Pole Lights	24 EA @ \$3,500 EA	\$	84,000	0.86			SBBCC	
25 10 15	Temporary Power & Lighting	15 MOS @ \$3,500/MO	\$	52,500	0.41			WCPS	By Owner
25 10 20	Start Up Power	3 MOS @ \$13,000/MO	\$	39,000	0.31			WCPS	By Owner
DIVISION 27 COMMUNICATIONS									
27 51 20	Cafeteria/Music Sound System		\$	-	0.00			WCPS	By Owner
27 51 21	In-Wall Sound System / FM Hearing Assist System		\$	-	0.00			WCPS	By Owner
27 51 23	Educational Intercommunications & Program Systems		\$	-	0.00			WCPS	By Owner
27 53 13	GPS Wireless Clock System		\$	-	0.00			WCPS	
DIVISION 28 ELECTRONIC SAFETY AND SECURITY									
28 05 00	Common Work Results for Electronic Safety & Security		\$	-	0.00			SBBCC	Included in Electrical
28 05 13	Conductors & Cables for Safety Systems		\$	-	0.00			SBBCC	Included in Electrical
28 31 11	Digital Addressable Fire Alarm System		\$	-	0.00			SBBCC	Included in Electrical
28 50 00	Card Access / CCTV / Intrusion Detection Security System		\$	-	0.00			WCPS	By Owner
DIVISION 31 EARTHWORK									
31 10 05	Civil Engineering	1 LS	\$	183,000	1.44			Maxim	
31 10 10	Geotechnical Survey & Report	1 LS	\$	25,000	0.20			Lane Group	
31 20 00	Erosion Control	7.9 Acres @ \$3,200/Acre	\$	25,280	0.20			SBBCC/Maxim	
31 20 01	Temporary Construction Entrance & Ring Road	4,987 SY @ \$20.50/SY	\$	101,824	0.80			SBBCC/Maxim	
31 20 02	Temporary Construction Entrance Wash Station	1 LS @ \$8,200	\$	8,200	0.06			SBBCC/Maxim	
31 20 05	CulFill - Rough Grade - Bldg. Pad & SVM Pond	16,054 CY @ \$7.50/CY	\$	120,405	0.94			SBBCC/Maxim	
31 20 10	Fine Grade - Bldg. Pad, Pond & Demolished Paving	40,469 SY @ \$1.70/SY	\$	68,797	0.54			SBBCC/Maxim	
31 20 12	Detention Basin, Swales, & Pond	1.44 Acres @ \$55,000/Acre	\$	79,200	0.62			SBBCC/Maxim	
31 31 16	Termite Control	96,135 SF @ \$0.08/SF	\$	7,690	0.06			SBBCC/Maxim	
DIVISION 32 EXTERIOR IMPROVEMENTS									
32 12 10	Highway/Traffic Improvements - VDOT Requirements	1 LS	\$	-	0.00			WCPS	By Owner
32 12 15	Asphalt Paving - 63/1.5 Driveways & Bus Loop	6,270 SY @ \$32.63/SY	\$	204,590	1.61			SBBCC/Maxim	
32 12 16	Asphalt Paving - 63/1.5 Vehicular Parking	9,210 SY @ \$25.23/SY	\$	232,368	1.82			SBBCC/Maxim	
32 12 20	Pavement Line Stripping & Painted Markings	8,780 LF @ \$0.70/LF	\$	7,024	0.06			SBBCC/Maxim	
32 12 25	Parking Area Signage	12 EA @ \$150.00/EA	\$	1,800	0.01			SBBCC/Maxim	
32 20 10	Concrete Entrance Aprons	940 SY @ \$60.00/SY	\$	56,400	0.44			SBBCC/Maxim	
32 31 05	Concrete Curb/Gutter - 18"	7,115 LF @ \$13.80/LF	\$	98,187	0.77			SBBCC/Maxim	
32 31 10	Concrete Paving - 414 Pedestrian Walkways	17,540 SF @ \$3.20/SF	\$	56,128	0.44			SBBCC/Maxim	
32 31 15	Concrete Paving - 816 Vehicular & MEP Pads	300 SY @ \$55.80/SY	\$	16,740	0.13			SBBCC/Maxim	
32 50 50	Chain Link Fence @ Detention Pond (780' x 6')	4,680 SF @ \$9.50/SF	\$	44,328	0.35			SBBCC/Maxim	
32 92 00	Seed/Fertilizer/Mulch	445,770 SF @ \$0.05/SF	\$	22,289	0.17			SBBCC/Maxim	
32 93 00	Trees/Shrubs/Mulch	46,950 SF @ \$1.00/SF	\$	46,950	0.37			SBBCC/Maxim	
32 94 10	Irrigation @ Landscaped Areas	48,950 SF @ \$0.70/SF	\$	32,865	0.26			SBBCC/Maxim	
33 95 00	Site Furnishings - Benches, Trash Recept., Bike Racks	750 Each @ \$27.00/Each	\$	20,250	0.16			SBBCC/Maxim	

DIVISION 33 UTILITIES									
33 41 01	12" HDPE Piping @ Building Perimeter	1,288 LF @ \$24.11	\$	31,295	0.25	SBBCC/Maxim			
33 41 02	18" RCP Piping	2,980 LF @ \$43.46	\$	129,511	1.02	SBBCC/Maxim			
33 41 03	24" RCP Piping	1,140 LF @ \$59.02	\$	67,283	0.53	SBBCC/Maxim			
33 41 04	Drop Inlets	46 EA @ \$1,750 EA	\$	80,500	0.63	SBBCC/Maxim			
33 41 05	Catch Basins	4 EA @ \$1,950 EA	\$	7,800	0.06	SBBCC/Maxim			
33 41 06	Storm Manholes	5 EA @ \$3,500 EA	\$	17,500	0.14	SBBCC/Maxim			
33 41 10	End Structures	2 EA @ \$8,250 EA	\$	16,500	0.13	SBBCC/Maxim			
33 42 01	8" Water Line Main	950 LF @ \$50.00/LF	\$	47,500	0.37	SBBCC/Maxim			
33 42 02	8" Tap Sleeve & Fittings	1 EA @ \$5,440/EA	\$	5,440	0.04	SBBCC/Maxim			
33 42 03	8" Gate Valve w/ Box	1 EA @ \$3,227/EA	\$	3,227	0.03	SBBCC/Maxim			
33 42 04	8" Meter Vault	1 EA @ \$5,000/EA	\$	5,000	0.04	SBBCC/Maxim			
33 42 12	Fire Hydrants	2 EA @ \$3,500/EA	\$	7,000	0.05	SBBCC/Maxim			
33 42 15	FDC Connections	1 EA @ \$2,500/EA	\$	2,500	0.02	SBBCC/Maxim			
33 44 10	8" Sanitary Sewer Line	110 LF @ \$75.30/LF	\$	8,283	0.07	SBBCC/Maxim			
33 44 15	Sanitary Sewer Manholes	1 EA @ \$3,500/EA	\$	3,500	0.03	SBBCC/Maxim			
	Subtotal		\$	20,346,338	159.67				
	Contingency		\$	509,509	4.00				
	Overhead & Profit		\$	965,289	7.58				
	Bond		\$	200,202	1.57				
	Business License		\$	35,195	0.28				
	Total Base Bid		\$	22,056,933	173.10				
	Building Construction Costs & General Conditions		\$	18,555,568	145.62				
	Site & Building Demolition		\$	599,946	4.71				
	Site Improvements		\$	1,684,754	13.22				
	A/E Fees		\$	1,215,665	9.55				
Modifications Per Telephone Conference Call Negotiations of 11.17.11:									
	Mobilization General Conditions		\$	50,000	0.39				
	Preconstruction Fee		\$	50,000	0.39				
	Builder's Risk Insurance by Owner		\$	(29,875)	-0.23				
	Project Electrical Utility Usage by Owner		\$	(91,500)	-0.72				
	Construction Testing & Inspections ALLOWANCE		\$	125,000	0.98				
	Public Address System ALLOWANCE		\$	65,000	0.51				
	Alternate Add for Existing Central High School Site		\$	1,196,525	9.39				
	Credit BUDGET to Substitute Hybrid HVAC System		\$	(250,000)	-1.96				
	Credit ALLOWANCE Not to Include Davis-Bacon Wages - 1 School		\$	(50,000)	-0.39				
	TOTAL INDIVIDUAL SCHOOL PRICE		\$	23,122,083	181.46				
	TOTAL COMBINED PROJECT PRICE		\$	45,339,179					

Union High School - Big Stone Gap, VA - EXHIBIT D						127,426	TOTAL COST	
Revised Per Telephone Conference Call Negotiations of 11.17.11						SF	22,217,086	
Base Bid		Quantity/Factor	Quote	Cost Per	Proposed Contractor	S. F.		Comments
DIVISION 1								
	General Conditions	18 Months	\$ 1,348,658	10.58	SBBC			
	Builders Risk		\$ 29,457	0.23	SBBC			
	Building Permit		\$ -	0.00	Wise County			
	Legal Fees		\$ -	0.00	Wise County			
	Preconstruction/Design Interest Expense		\$ -	0.00	Wise County			
	Final Cleaning	127,425 SF	\$ 57,353	0.45	SBBC			
	Architectural/Structural/MEP Engineering		\$ 1,008,655	7.92	RRM			
	Building Survey & Layout		\$ 90,000	0.71	SBBC			
DIVISION 2 EXISTING MATERIALS								
02 15 20	Site Demolition	17,102 SY @ \$8.30/SY	\$ 141,947	1.11	SBBC			
02 20 50	Building Demolition	91,857 SF @ \$3.27/SF	\$ 300,000	2.35	SBBC			
02 20 60	Hazardous Materials Report & Abatement	1 LS	\$ 100,000	0.78	SBBC			MBK Allowance Dated 1/03/11
DIVISION 3 - CONCRETE								
03 30 00	Building Cast-in-Place Concrete	127,425 SF	\$ 862,667	6.77	SBBC			
03 45 00	Architectural Precast Concrete - 5% Exterior Skin	3,584 SF @ \$23.55/SF	\$ 84,403	0.66	SBBC			
DIVISION 4 - MASONRY								
04 20 00	Exterior CMU Walls w/ VB, Insulation & Brick Veneer	43,304 SF @ \$23.45/SF	\$ 1,015,479	7.97	SBBC			
04 22 10	Interior CMU Partitions	109,007 SF @ \$8.36/SF	\$ 911,299	7.15	SBBC			
04 25 50	Masonry Rebar - Materials Only	91.25 Tons @ \$900/Ton	\$ 82,125	0.64	SBBC			
DIVISION 5 - METALS								
05 12 00	Structural Steel Framing - Full Steel Frame	127,425 SF	\$ 1,973,813	15.49	SBBC			
05 12 10	Steel Framing & Decking @ Canopies	3,945 SF	\$ 65,614	0.51	SBBC			
05 51 00	Metel Metals - Stairs, Linels, Railings	Included in Structural	\$ -	0.00	SBBC			
DIVISION 6 - WOODS, PLASTICS, AND COMPOSITES								
06 10 00	Rough Carpentry - Materials	14,810 BFM @ \$3.50/BFM	\$ 51,835	0.41	SBBC			
06 10 05	Rough Carpentry - Installation	14,810 BFM @ \$3.00/BFM	\$ 44,430	0.35	SBBC			
06 20 23	Interior Finish Carpentry	894 LF @ \$8.00/LF	\$ 7,152	0.06	SBBC			
06 20 25	Laminate Tops @ Lockers	495 SF @ \$30.00/SF	\$ 14,850	0.12	SBBC			
DIVISION 7 - THERMAL AND MOISTURE PROTECTION								
07 13 26	Waterproofing @ Elevator Pit	260 SF @ \$7.00/SF	\$ 1,820	0.01	SBBC			
07 42 43	Aluminum Wall Panels - 10% Exterior Skin	7,168 SF @ \$17.65/SF	\$ 126,515	0.98	SBBC			
07 42 45	Aluminum Soffit @ Canopies	6,257 SF @ \$11.75/SF	\$ 73,520	0.58	SBBC			
07 52 16	TPO Membrane Roofing	101,272 SF @ \$8.85/SF	\$ 896,257	7.03	SBBC			
07 65 50	Exterior Skin Consultant	1 LS	\$ 22,500	0.18	SBBC			
07 84 46	Caulking & Sealants	127,425 SF @ \$0.18/SF	\$ 22,937	0.18	SBBC			
07 95 00	Expansion Control Joints	550 LF @ \$33.50/LF	\$ 18,425	0.14	SBBC			
DIVISION 8 - OPENINGS								
08 11 13	HM Door Frames, HM/SCW Doors & Door Hardware	232 EA @ \$970	\$ 225,040	1.77	SBBC			
08 11 15	HM Borrowed Lites (48" x 48" x 72 EA)	1,210 SF @ \$30/SF	\$ 36,300	0.28	SBBC			
08 33 23	Non-Insulated Ceiling Grids - 14' x 5'	4 EA @ \$1,750	\$ 7,000	0.05	SBBC			
08 33 25	Insulated OH Doors - 10' x 8'	2 EA @ \$3,900	\$ 7,800	0.06	SBBC			
08 41 13	Aluminum Entrances & Windows - 25% Exterior Skin	18,994 SF @ \$42.70/SF	\$ 806,774	6.33	SBBC			

DIVISION 9 - FINISHES									
09 22 10	GWB or 1-Hour Rated w/ Acoustic Insulation	11,588 SF @ \$6.50/SF	\$	75,322	0.59	SBBC			
09 22 15	Suspended Plaster Ceilings @ Locker Rooms	9,970 SF @ \$6.75/SF	\$	66,623	0.52	SBBC			
09 30 00	Ceramic Tile Floors @ Restrooms	3,510 SF @ \$8.60/SF	\$	30,166	0.24	SBBC			
09 30 05	Ceramic Tile @ Restroom Wet Walls (60")	1,894 SF @ \$8.20/SF	\$	17,425	0.14	SBBC			
09 30 10	Porcelain Tile @ Dining/Food Court & Event Lobbies	9,480 SF @ \$10.50/SF	\$	99,540	0.78	SBBC			
09 30 15	Quarry Tile Floors @ Kitchen & Prep Areas	6,320 SF @ \$6.15/SF	\$	36,398	0.44	SBBC			
09 51 13	Acoustical Panel Ceilings	103,340 SF @ \$1.75/SF	\$	180,845	1.42	SBBC			
09 65 13	Carpet Tile, Resilient Tile, Base & Accessories	67,808 SF @ \$2.20/SF	\$	149,178	1.17	SBBC			
09 65 66	Wood Flooring @ Gym & Stage	12,780 SF @ \$10.30/SF	\$	131,634	1.03	SBBC			
09 65 70	Resilient Athletic Flooring @ Wrestling Room	2,600 SF @ \$10.82/SF	\$	28,132	0.22	SBBC			
09 66 23	Acid-Resistant Resilient Flooring @ Science Labs	8,402 SF @ \$4.20/SF	\$	35,288	0.28	SBBC			
09 66 45	Epoxy Flooring @ Locker Rooms	9,870 SF @ \$6.25/SF	\$	61,688	0.48	SBBC			
09 84 13	Acoustic Clouds @ Auditorium, Dining & Music Center	12,716 SF @ \$33/SF	\$	36,145	0.30	SBBC			
09 91 00	Painting	127,425 SF @ \$0.81/SF	\$	103,214	0.81	SBBC			
DIVISION 10 - SPECIALTIES									
10 11 00	Visual Display Surfaces	4,854 SF @ \$9/SF	\$	43,686	0.34	SBBC			
10 12 00	Display Cases	432 SF @ \$40/SF	\$	17,280	0.14	SBBC			
10 14 00	Signage Per Code Only - No Exterior or Specialty Signs	127,425 SF @ \$3.32/SF	\$	40,776	0.32	SBBC			
10 21 13	Solid Color Reinforced Composite Toilet Compartments	30 @ \$800/EA	\$	27,000	0.21	SBBC			
10 21 15	Shower Doors	4 EA @ \$700/EA	\$	2,800	0.02	SBBC			
10 26 00	Toilet & Bath Accessories	54 Sets @ \$350/EA	\$	18,900	0.15	SBBC			
10 28 10	Curtaintracks & Curtains @ Clinic	2 Sets @ \$650/EA	\$	1,300	0.01	SBBC			
10 44 13	Fire Extinguisher Cabinets & Extinguishers	32 EA @ \$350/EA	\$	11,200	0.09	SBBC			
10 51 00	Schoolastic Lockers - 30" Height	756 EA @ \$110/EA	\$	83,160	0.65	SBBC			
10 51 13	Athletic Lockers - Double-Stacked Units	380 EA @ \$130/EA	\$	49,400	0.38	SBBC			
10 75 00	Flagpoles	2 EA	\$	6,540	0.05	SBBC			
10 82 13	Exterior Grilles & Louvers	307 SF @ \$50/SF	\$	15,350	0.12	SBBC			
DIVISION 11 - EQUIPMENT									
11 40 00	Foodservice Equipment	1 LS	\$	339,000	2.66	SBBC			
11 66 23	Gymnasium Equipment	1 LS	\$	67,083	0.53	SBBC			
11 68 10	Football Goal Posts & Pylons	1 SET	\$	16,895	0.13	SBBC			
DIVISION 12 - FURNISHINGS									
12 32 16	Institutional Laboratory Casework & Equipment	982 LF @ \$250/LF	\$	245,500	1.93	SBBC			
12 46 13	Floor Mats & Frames	376 SF @ \$35/SF	\$	13,176	0.10	SBBC			
12 66 00	Gymnasium Seating	1,500 Seats	\$	191,250	1.50	SBBC			
12 68 50	Auditorium Seating	800 Seats	\$	151,635	1.19	SBBC			
12 68 52	Stage Curtain, Rigging & Lighting Package	1 LS	\$	226,899	1.86	SBBC			
DIVISION 13 - SPECIAL CONSTRUCTION									
DIVISION 14 - CONVEYING SYSTEMS									
14 24 00	Hydraulic Elevators	1 EA	\$	46,440	0.36	SBBC			
DIVISION 21 - FIRE SUPPRESSION									
21 00 00	Fire Suppression Systems - Complete	127,425 SF	\$	212,800	1.67	SBBC			
DIVISION 22 - PLUMBING									
22 00 00	Plumbing Systems - Complete		\$	-	0.00	SBBC			Included in HVAC Below

Added 500 Seats per MBX
Added 90 Seats per MBX

DIVISION 24 - HVAC									
23 00 00	HVAC Systems - Complete	127,425 SF	\$	3,249,338	25.50	SBBC			
DIVISION 25 - INTEGRATED AUTOMATION									
DIVISION 26 - ELECTRICAL									
26 00 00	Electrical Systems - Complete	127,425 SF	\$	1,624,541	12.75	SBBC			
26 00 10	Entrance Drive & Parking Lot Pole Lights	24 EA @ \$3,500 EA	\$	84,000	0.86	SBBC			
26 10 16	Temporary Power & Lighting	15 MOS @ \$3,500/MO	\$	52,500	0.41	WCPS			By Owner
26 10 20	Start Up Power	3 MOS @ \$13,000/MO	\$	39,000	0.31	WCPS			
DIVISION 27 COMMUNICATIONS									
27 51 20	Catena/Music Sound System		\$	-	0.00	WCPS			By Owner
27 51 21	In-Wall Sound System / FM Hearing Aided System		\$	-	0.00	WCPS			By Owner
27 51 23	Educational Intercommunications & Program Systems		\$	-	0.00	WCPS			By Owner
27 53 13	GPS Wireless Clock System		\$	-	0.00	WCPS			
DIVISION 28 ELECTRONIC SAFETY AND SECURITY									
28 05 00	Common Work Results for Electronic Safety & Security		\$	-	0.00	SBBC			Included in Electrica
28 05 13	Conductors & Cables for Safety Systems		\$	-	0.00	SBBC			Included in Electrica
28 31 11	Digital Addressable Fire Alarm System		\$	-	0.00	WCPS			By Owner
28 50 00	Card Access / CCTV / Intrusion Detection Security System		\$	-	0.00	WCPS			
DIVISION 31 EARTHWORK									
31 10 05	Civil Engineering	1 LS	\$	193,000	1.44	Maxim			
31 10 10	Geotechnical Survey & Report	1 LS	\$	25,000	0.20	Lane Group			
31 20 00	Erosion Control	6.8 Acres @ \$3,200/Acre	\$	21,760	0.17	SBBC/Maxim			
31 20 01	Temporary Construction Entrance & Ring Road	4,567 SY @ \$20.50/SY	\$	93,624	0.73	SBBC/Maxim			
31 20 02	Construction Entrance Wash Station	1 LS @ \$8,200	\$	8,200	0.06	SBBC/Maxim			
31 20 04	Clear & Grub - Trees @ SEE Corner	1.4 Acres @ \$12,000/Acre	\$	16,800	0.13	SBBC/Maxim			
31 20 05	Cut/Fill - Rough Grade - Bldg. Pad & SMM Pond	18,090 CY @ \$7.00/CY	\$	126,630	0.99	SBBC/Maxim			
31 20 10	Fine Grade - Bldg. Pad, Pond & Demolished Paving	28,189 SY @ \$1.70/SY	\$	47,921	0.38	SBBC/Maxim			
31 20 12	Detention Basin, Swales, & Pond	1.44 Acres @ \$55,000/Acre	\$	79,200	0.62	SBBC/Maxim			
31 31 16	Termite Control	96,135 SF @ \$0.09/SF	\$	7,690	0.06	SBBC			
DIVISION 32 EXTERIOR IMPROVEMENTS									
32 12 10	Highway/Traffic Improvements - VDOT Requirements	1 LS	\$	-	0.00	WCPS			By Owner
32 12 15	Asphalt Paving - 60/1.5 Driveways & Bus Loop	11,970 SY @ \$32.63/SY	\$	390,580	3.07	SBBC/Maxim			
32 12 16	Asphalt Paving - 60/21.5 Vehicular Paving	10,100 SY @ \$25.23/SY	\$	254,823	2.00	SBBC/Maxim			
32 12 20	Pavement Line Striping & Painted Markings	8,780 LF @ \$0.70/LF	\$	7,024	0.06	SBBC/Maxim			
32 12 25	Parking Area Striping	12 EA @ \$150.00/EA	\$	1,800	0.01	SBBC/Maxim			
32 20 10	Concrete Entrance Aprons	470 SY @ \$60.00/SY	\$	28,200	0.22	SBBC/Maxim			
32 31 05	Concrete Curbs/Gutters - 18"	6,340 LF @ \$13.80/LF	\$	115,092	0.90	SBBC/Maxim			
32 31 10	Concrete Paving - 4/4 Pedestrian Walkways	17,540 SF @ \$3.20/SF	\$	56,128	0.44	SBBC/Maxim			
32 31 15	Concrete Paving - 8/6 Vehicular & Dumpster Pads	135 SY @ \$55.80/SY	\$	7,533	0.06	SBBC/Maxim			
32 50 50	Chain Link Fence @ Detention Pond (780' x 6')	4,680 SF @ \$9.60/SF	\$	44,928	0.35	SBBC/Maxim			
32 92 00	Seed/ Fertilizer/Mulch	507,800 SF @ \$0.05/SF	\$	25,390	0.20	SBBC/Maxim			
32 93 00	Irrigation @ Landscaped Areas	96,440 SF @ \$1.00/SF	\$	96,440	0.76	SBBC/Maxim			
32 94 10	Site Furnishings - Benches, Trash Recept., Bike Racks	750 Each @ \$27.00/Each	\$	67,500	0.53	SBBC/Maxim			
33 95 00			\$	20,250	0.16	SBBC/Maxim			

DIVISION 33 UTILITIES									
33 41 01	12" HDPE Piping @ Building Perimeter	1,298 LF @ \$24.11	\$	31,295	0.25	SBBC/Maxim			
33 41 02	18" RCP Piping	3,790 LF @ \$43.46	\$	164,713	1.29	SBBC/Maxim			
33 41 03	24" RCP Piping	560 LF @ \$59.02	\$	33,051	0.26	SBBC/Maxim			
33 41 04	Drop Inlets	56 EA @ \$1,750 EA	\$	98,000	0.77	SBBC/Maxim			
33 41 05	Catch Basins	4 EA @ \$1,950 EA	\$	7,800	0.06	SBBC/Maxim			
33 41 06	Storm Manholes	2 EA @ \$3,500 EA	\$	7,000	0.05	SBBC/Maxim			
33 41 10	End Structures	2 EA @ \$8,250 EA	\$	16,500	0.13	SBBC/Maxim			
33 42 01	8" Meter Line Main	45 LF @ \$50,000/LF	\$	2,250	0.02	SBBC/Maxim			
33 42 02	8" Tap Sleeve & Fittings	1 EA @ \$5,440/EA	\$	5,440	0.04	SBBC/Maxim			
33 42 03	8" Gate Valve w/ Box	1 EA @ \$3,227/EA	\$	3,227	0.03	SBBC/Maxim			
33 42 04	8" Meter Vault	2 EA @ \$5,000/EA	\$	5,000	0.04	SBBC/Maxim			
33 42 12	Fire Hydrants	2 EA @ \$3,500/EA	\$	7,000	0.05	SBBC/Maxim			
33 42 15	FDC Connections	1 EA @ \$2,500/EA	\$	2,500	0.02	SBBC/Maxim			
33 44 10	8" Sanitary Sewer Line	610 LF @ \$75,301/LF	\$	45,933	0.36	SBBC/Maxim			
33 44 15	Sanitary Sewer Manholes	5 EA @ \$3,500/EA	\$	17,500	0.14	SBBC/Maxim			
	Subtotal		\$	20,568,361	161.42				
	Contingency		\$	515,459	4.05				
	Overhead & Profit		\$	976,389	7.66				
	Bond		\$	202,264	1.59				
	Business License		\$	35,980	0.28				
	Total Base Bid		\$	22,298,053	174.99				
	Building Construction Costs & General Conditions		\$	16,579,781	145.81				
	Site & Building Demolition		\$	541,947	4.25				
	Site Improvements		\$	1,964,730	15.42				
	A/E Fees		\$	1,211,595	9.51				
Modifications Per Telephone Conference Call Negotiations of 11.17.11:									
	Mobilization General Conditions		\$	50,000	0.39				
	Preconstruction Fee		\$	50,000	0.39				
	Builder's Risk Insurance by Owner		\$	(29,457)	-0.23				
	Project Electrical Utility Usage by Owner		\$	(91,500)	-0.72				
	Construction Testing & Inspections ALLOWANCE		\$	125,000	0.98				
	Public Address System ALLOWANCE		\$	65,000	0.51				
	Credit BUDGET to Substitute Hybrid HVAC System		\$	(250,000)	-1.96				
	TOTAL INDIVIDUAL SCHOOL PRICE		\$	22,217,096	174.35				
	TOTAL COMBINED PROJECT PRICE		\$	45,359,179					

EXHIBIT E – Draw Schedule

Draw Schedule will be developed and submitted to Owner within 60 days of execution of this Agreement.

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISED EDITION
PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO:

PROJECT NO:

CONTRACT DATE:

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____ day of _____

Notary Public:

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE: a. % of Completed Work \$ _____
b. % of Stored Material \$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

DEDUCTIONS

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner

Total approved this Month

TOTALS

NET CHANGES by Change Order

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

EDUCATIONAL PROGRAM SPACE SUMMARY

For

New 750 Student High School (Prototype)

PRESENTED TO THE

**WISE COUNTY SCHOOLS
BOARD OF EDUCATION**

(Draft Two)

Developed by

**Rick W. Ott, *refp*
M.B. Kahn Construction Co., Inc.**

&

**Dr. Jeff Perry
Superintendent, Wise County Schools**

These Program documents are instruments of service for the direct application to the project herein specified.
These documents are and shall remain the property of M.B. Kahn Construction Co., Inc. - April 4, 2009

PROGRAM SPACE SUMMARY

LEARNING CENTER 1

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
General Classrooms	12	22	264	750	9,000
Science Lab / Lecture	3	25	75	1,200	3,600
Preparation / Storage Room (Shared)	1	-	-	200	200
Self-contained Classroom (BD)	1	22	22	700	700
Self-contained Toilet (BD)	1	-	-	50	50
Self-contained Storage (BD)	1	-	-	75	75
Resource Room	2	11	22	400	800
Conference	1	-	-	250	250
Media Resources	1	-	-	800	800
Extended Instructional Area	1	-	-	1,800	1,800
Assistant Principal	1	-	-	120	120
Guidance-Career office	1	-	-	120	120
Planning / Work Area	1	-	-	400	400
General Storage	1	-	-	250	250
Student Individual Toilets	8	-	-	50	400
Custodial Service Closets	1	-	-	25	25
Staff Toilets	2	-	-	50	100
Subtotal			383		18,690

NOTES:

1. All Student Centers should be designed with maximum flexibility
2. Classrooms should be located adjoining the Extended Instructional Area
3. Classroom should have movable panels opening to EIA
4. All students have Home rooms within Learning Center

PROGRAM SPACE SUMMARY

LEARNING CENTER 2

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
General Classrooms	12	22	264	750	9,000
Science Lab / Lecture	3	26	75	1,200	3,600
Preparation / Storage Room (Shared	1	-	-	200	200
Self-contained Classroom (BD)	1	22	22	700	700
Self-contained Toilet (BD)	1	-	-	50	50
Self-contained Storage (BD)	1	-	-	75	75
Resource Room	2	11	22	400	800
Conference	1	-	-	250	250
Media Resources	1	-	-	800	800
Extended Instructional Area	1	-	-	1,800	1,800
Assistant Principal	1	-	-	120	120
Guidance-Career office	1	-	-	120	120
Planning / Work Area	1	-	-	400	400
General Storage	1	-	-	250	250
Student Individual Toilets	8	-	-	50	400
Custodial Service Closet	1	-	-	25	25
Staff Toilets	2	-	-	50	100
Subtotal			383		18,680

NOTES:

1. All Student Centers should be designed with maximum flexibility
2. Classrooms should be located adjoining the Extended Instructional Area
3. Classroom should have movable panels opening to EIA
4. All students have Home rooms within Learning Center

PROGRAM SPACE SUMMARY

Central Administration and Visitors Center

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Principal Office	1	-	-	220	220
Principal Storage	1	-	-	30	30
Principal Toilet w/ shower	1	-	-	80	80
Administrative Assistant	1	-	-	110	110
Reception Area	1	-	-	300	300
Secretarial Area	1	-	-	100	100
Mail Area / Check-in	1	-	-	100	100
Attendance Office	1	-	-	150	150
Bookkeeper Office	1	-	-	110	110
Computer Management	1	-	-	150	150
Records Vault	1	-	-	160	160
Conference Room	1	-	-	300	300
Administrative Storage	1	-	-	80	80
Staff Toilet	1	-	-	50	50
Clinic Exam Room	1	-	-	100	100
Clinic Cot Areas	2	-	-	80	160
Clinic Toilet / Shower	1	-	-	80	80
Subtotal		-	-		2,280

NOTES:

1. Attendance office opens directly to Public corridor
2. Public toilets are located in public corridor

PROGRAM SPACE SUMMARY

FINE ARTS CENTER

AUDITORIUM

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Theater with seating for 800	1			7,500	7,500
Stage	1			1,500	1,500
Prop Storage	1			500	500
Projection Booth	1			100	100
Orchestra Pit	1			500	500
Green Room/Rehearsal	1			700	700
Lobby	1			1,500	1,500
Office	1			110	110
Star dressing/toliet	1			200	200
loading dock (std. Theater size)	1			300	300
Public Restrooms	2			220	440
Dressing (16'x30')	2			480	960
staff toilets	2			50	100
ticket sales	1			75	75
Sound Room	1			100	100
Subtotal					14,585

NOTES:

1. Counters and mirrors on wall in dressing rooms. Toilets should be adjacent to dressing rooms
2. Should be located adjacent to Gym Lobby

Music

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Choral Rehearsal	1		35	1,250	1,250
Choral Storage	1		-	200	200
Choral Practice Rooms	4	1	4	40	160
Choral Library / Recording	1		-	150	150
Choral Office	1		-	75	75
Ensemble Room	1		-	450	450
Instrumental Rehearsal	1		35	1,400	1,400
Instrument Storage	1		-	400	400
Band Uniform Storage	1		-	220	220
Practice Rooms	2	3	6	90	180
Subtotal			80		4,485

NOTES:

1. Band and Choral on exterior wall with double doors opening to outside and ability to load truck

PROGRAM SPACE SUMMARY

FINE ARTS CENTER (cont.)

ART

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Art Studio	1	25	25	1,200	1,200
Material Storage	1		-	100	100
Student Project Storage	1		-	100	100
Kiln Room	1		-	150	150
Subtotal			25		1,550

NOTES:

1. Art Studio opens to outside
2. Include Exhaust Fan in Kiln room.
3. Sealed Concrete Floor, Exposed Bar Joist, 4 deep Sinks in each room
4. Must be on exterior wall with Windows

MEDIA CENTER - Distributed Media

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Office / Processing Room	1		-	300	300
Conference Room (divisible)	1		-	300	300
Studio / Media Production Room	1		-	700	700
Technology Room	1		-	250	250
"Head-In" Equipment Room	1		-	160	160
Subtotal			-		1,710

NOTES:

See Learning Centers for balance of Media services

PROGRAM SPACE SUMMARY

SPECIAL EDUCATION

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
	-	10	-	700	-
	-	-	-	110	-
	-	10	-	300	-
	-	-	-	100	-
Subtotal		20	-		-

NOTES:

1. All Special Ed are mainstreamed

Engineering, Industrial and Technical Education

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Business Education lab	2	25	50	1200	2400
Business Storage	1		0	120	120
General Storage	1		0	75	75
Subtotal			50	1395	2,695

Notes:

1. Requires additional refinement.
2. Some Programs can be provided in the Extended Instructional Areas in the Learning Center

PROGRAM SPACE SUMMARY

PHYSICAL EDUCATION / ATHLETICS

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Gym w/Seating	1		-	14,000	14,000
Gym / Large Equipment Storage	1		-	400	400
Varsity Lockers Adjacent to Athletic Locker Rm	2		-	160	320
Athletic Locker Rooms - M	1	50	50	1,500	1,500
Athletic Locker Rooms - F	1	50	50	1,500	1,500
Combination Showers/Toilets/Drying - M	1		-	500	500
Combination Showers/Toilets/Drying - F	1		-	500	500
PE Coaches' Offices	1		-	120	120
PE Storage	1		-	250	250
Varsity Storage	2		-	300	600
Varsity Coach's Office	1		-	120	120
Staff Locker room, Toilets and showers	2		-	300	600
Lobby / Mini-Commons	1		-	1,500	1,500
Concessions	1		-	100	100
Concession Storage	1		-	50	50
General Classrooms	1	25	25	800	800
Outdoor General PE Storage	1		-	110	110
Athletic Training Room	1		-	150	150
Wrestling Room/ Dance w/ storage	1		-	2,400	2,400
Subtotal			125		25,520

NOTES:

1. Half lockers with doors in PE locker rooms
2. Size Varsity locker storage to accommodate 48 football players
3. Classroom should not open into gym
4. Lobby should be shared with Auditorium

OUTSIDE PLAY FIELDS

Multi-purpose Practice Fields as allowed by respective Site
Baseball/Softball with seating for 300 - Add Alternate

Football Stadium (future)
Tennis Courts - Add Alternate
Track and field events area with seating for 800 (future)
Soccer Field inside running track (future)

NOTES:

PROGRAM SPACE SUMMARY

FOOD SERVICE

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Dining Area	1	-	-	4,000	4,000
Food Court / Serving	1	-	-	1,000	1,000
Kitchen	1	-	-	2,200	2,200
Managers Office	1	-	-	100	100
Chair Storage	2	-	-	350	700
Lockers	1	-	-	70	70
Enclosed Loading Dock	1	-	-	250	250
Subtotal		-	-		8,320

NOTES:

1. Manager's Office to have view windows

BUILDING SERVICES / RESTROOMS

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
Central Receiving / Distribution	1	-	-	700	700
Custodial Locker Areas	1	-	-	80	80
Custodial Toilets	1	-	-	50	50
Custodial Office	1	-	-	100	100
Flammable / Outside Equipment	1	-	-	200	200
Mobile Equipment Storage	1	-	-	100	100
Custodial Service Closets	4	-	-	25	100
Staff Toilets	4	-	-	50	200
Student Group Toilets	4	-	-	200	800
Subtotal		-	-		2,330

NOTES:

1. Engineer verify total number of fixtures to meet minimum required by applicable codes
2. Design General Storage Areas near Central Receiving
3. See Learning+B212 Centers for additional spaces

GENERAL

Description	QTY.	Stud. Stations	T. Stud. Stations	N.S.F. / Area	Total Net S.F.
School Resource Officer	1	-	-	110	110
Visitor Restrooms In Public Mall	2	-	-	100	200
Subtotal		-	-		310

NOTES:

1. All general classrooms are to have a computer area with five (5) computers. Exception are General Labs and Science Lecture/Lab which shall have all workstations wired for computers. See technology plan for other requirements
2. Locate Asst. Principals' offices near main entries for staff and students.
3. All main circulation corridors are to be minimum 14' wide (16' preferred). No lockers allowed in main corridors
4. Corridors in other student areas to have minimum corridor widths of 12' clear inside of lockers
5. Lockers should be placed throughout the facility and in small groups
6. School Resource Office should be located in Public Mall unless noted otherwise

PROGRAM SPACE SUMMARY

DEPARTMENT SUBTOTALS	T. Stud. Stations	NET Sq. Ft.
<i>Learning Center 1</i>	383	18,690
<i>Learning Center 2</i>	383	18,690
<i>Music</i>	80	4,485
<i>Art</i>	25	1,550
<i>Media Center</i>	-	1,710
<i>Special Education</i>	-	-
<i>Engineering, Industrial and Technical Ed.</i>	50	2,585
<i>Physical Education / Athletics (phase I)</i>	125	25,520
<i>Food Service</i>		8,320
<i>Building Services / Restrooms</i>		2,330
<i>Central Administration and Visitors Center</i>		2,280
GENERAL		310
Total Net Square Footage	1,046	86,480
Student Utilization Factor	0.830	
Student Stations	868	
Gross Multiplier for walls, mechanical rooms, corridors, etc. (1.35)		30,268
Grand Total Square Footage		116,748
Alternates:		
<i>Auditorium</i>		14,585

PROGRAM SPACE SUMMARY

NOTES:



S.B. BALLARD
CONSTRUCTION
COMPANY

November 17, 2011

Dr. Jeff Perry, Superintendent
Wise County Public Schools
628 Lake Street
Wise, Virginia 23293

Re: PPEA – Wise County School Board

Dear Dr. Perry:

As per Section B. Comprehensive Agreement Terms of the PPEA Model Guidelines adopted by the Wise County School Board in September, 2008, S.B. Ballard Construction Company hereby certifies that all material representations, information and data provided in support of, or in connection with our Conceptual Proposal dated August 11, 2011 and our Detailed Proposal dated September 23, 2011 is true and correct.

Sincerely,

Mark Payne
V.P. Pre-Construction Services
S.B. Ballard Construction Company
2828 Shipp's Corner Road
Virginia Beach, VA 23453



John B. Maddux, Jr.
Benjamin S. Modley
Matthew H. Austin
Kevin J. Ball
Robert S. Benz
Douglas A. Blount
James G. Garcia
Jeffrey A. Harris
Dustin M. Harvett
Dan H. Heibok, Jr.
Danna L. Maguire
Kevin M. Seimont
Michael T. Smith

Lough A. Barker
Randall F. Brauner
P. Lynn Carter
Kevin A. Deck
Joseph C. Freeman
Christopher J. Gossard
H. Joseph Hoffman, IV
David R. Jones, Jr.
Janet P. Kramer
Phillip B. Meadows
Linnie J. Righmer
Lori A. Sherwood
Larry R. Simmons
Jason F. Spumilo
Charles R. Switzer
Jason C. Wilson
Craig S. Yarbrough

November 17, 2011

Dr. Jeff Perry
Superintendent
Wise County Public Schools
Wise, VA 24293

RE: PPEA – WISE COUNTY SCHOOL BOARD

Dear Dr. Perry:

As per the Section B. Comprehensive Agreement Terms of the PPEA Model Guidelines adopted by the Wise County School Board in September, 2008, RRMM Architects, P.C., hereby certifies that all material representations, information and data provided in support of, or in connection with our Conceptual Proposal dated August 11, 2011 and our Detailed Proposal dated September 23, 2011 is true and correct.

Sincerely,

RRMM ARCHITECTS, P.C.

John B. Maddux, Jr., Architect
President



November 17, 2011

Dr. Jeff Perry
Superintendent
Wise County Public Schools
PO Box 1217
Wise, VA 24293

RE: PPEA - Wise County School Board

Dear Dr. Perry:

As per the Section B. Comprehensive Agreement Terms of the PPEA Model Guidelines adopted by the Wise County School Board in September, 2008, Maxim Engineering, Inc. hereby certifies that all material representations, information and data provided in support of, or in connection with our Conceptual Proposal dated August 11, 2011 and our Detailed Proposal dated September 23, 2011 is true and correct.

Sincerely,

A handwritten signature in black ink, appearing to read "T.R. Collier", is written above the typed name.

T. R. Collier, PE
President



S.B. BALLARD
CONSTRUCTION
COMPANY

EXHIBIT I

ALLOWANCES:

Hazardous Materials Reports & Abatement	\$	100,000 Per School
Construction Testing & Inspections	\$	125,000 Per School
Public Address System	\$	65,000 Per School
Credit to Substitute a Hybrid HVAC System	\$	(250,000) Per School
Credit to <u>Not</u> Include Davis-Bacon on Central (Davis-Bacon <u>is</u> included on Union)	\$	(50,000) 1 School Only
Add for Site to be the Existing Central Site	\$	1,196,525 1 School Only



S.B. BALLARD
CONSTRUCTION
COMPANY

EXHIBIT J

PLANS & SPECIFICATIONS:

Included in the Comprehensive Agreement by reference are all Project Descriptions, Preliminary Building Plans and Preliminary Site Drawings submitted with our Conceptual proposal dated August 11, 2011 and our Detailed Proposal dated September 23, 2011.

In addition, the revised floorplan drawings designated as RRMM Sketch # 1 and dated November 8, 2011 is also included in this Exhibit.

EXHIBIT K – Conceptual Proposal

Conceptual Proposal submitted by Developer to Owner dated August 11, 2011 in response to Wise County RFP.

EXHIBIT L – Detailed Proposal

Detailed Proposal submitted by Developer to Owner dated September 23, 2011 in response to Wise County RFP.

GENERAL CONDITIONS FORMAT:

Number / Item

General Conditions

Field Management

1001.2 Project Manager
1001.3 Assistant Project Manager
1001.4 Project Manager Assistant
1001.5 SBBCC Mechanical Engineer
1001.9 Scheduling
1001.10 Estimating/ Purchasing
1001.11 Project Accountant
1001.20 Safety Officer
1001.21 Superintendent
1001.22 Assistant Superintendent
1001.40 Project Managers Per Diem
1001.40 Superintendents Per Diem
1001.41 Project Managers Apartment
1001.42 Superintendents Apartment
1001.50 Travel - Corporate Plane
1001.51 Pick-up Trucks
1001.52 Gas-Oil- Maintenance
1001.54 Project Signage

FIELD OFFICE

1100.1 Office Trailers
1100.3 Storage Trailers
1100.5 Move-in, Set-up and Demobilize
1100.6 Repairs & Maintenance
1100.16 Permit for Trailers

OFFICE SUPPLIES AND EQUIPMENT

1120.1 Office Supplies
1120.2 Postage and FedEx
1120.3 Office Furniture
1120.4 Copier/ea
1120.5 Fax Machine/ea
1120.6 Computer and Software
1120.7 Purchase Plans and Specifications
1120.9 As-Built Drawings
1120.10 Photographs
1120.11 Ice and Paper Cups
1120.12 First-Aid Equipment
1120.13 Telephone Hook-up
1120.14 Telephone Bills
1120.14b Cox Internet Service (Air Cards)
1120.15 Mobile Phones

SAFETY

1500.1 Safety Equipment
1500.2 Drug Tests
1500.5 Safety Meetings
1500.10 Fire Protection
1500.20 Fall Protection

CLEAN -UP

1600.2 Dumpster Rental
1600.3 Dumpster Dump Fee
1600.4 Clean-up, Daily

TEMPORARY CONSTRUCTION

1700.1 Temporary Building Enclosures
1700.3 Protect New Work
1700.6 Weather Protection
1700.8 Small Tools

UTILITIES

1800.1 Temporary Toilet Rental
1800.2 Holding Tank for Trailer

Exhibit N

Davis-Bacon Act and Related Labor Standard Requirements

Funding for one project will come in part from qualified school construction bonds ("QSCBs"). For that project, under Section 1601 of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Davis-Bacon Act and related labor standards apply, and Contractor will be required to follow standards and to pay laborers and mechanics consistently with those standards from the date of contract award. These requirements are set out in this exhibit.

I. Davis-Bacon Act and Related Requirements

The following provisions apply:

§ 5.5(a) Davis-Bacon Act Requirements

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage

determination of the Secretary of Labor, which is to be attached hereto and made a part hereof,¹ regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

¹ The wage determination to be attached will be the Davis-Bacon wage determinations published on www.wdol.gov as of the date of award of the Comprehensive Agreement to Developer. 29 C.F.R. § 1.6(c). If the wage determinations indicated in this footnote are not physically attached to this exhibit, then they shall, nonetheless, be deemed to be attached and incorporated by reference.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The Wise County Public Schools shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Wise County Public Schools may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such

worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Wise County Public Schools, for transmission to the appropriate agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the U.S. Department of Labor Wage and Hour Division

Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and its subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to Wise County Public Schools, for transmission to the appropriate agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a contractor to require a subcontractor to provide addresses and social security numbers to the contractor for its own records, without weekly submission to Wise County Public Schools.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the

wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on

the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as Wise County Public Schools or an appropriate Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Wise County Public Schools, the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

§ 5.5(b) *Contract Work Hours and Safety Standard Act Requirements.* As used in this paragraph (b), the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Wise County Public Schools shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

§ 5.5 (c)(i) Contractor and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(ii) The records to be maintained under this paragraph shall be made available by the contractor for inspection, copying, or transcription by authorized representatives of Wise County Public Schools and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

§ 5.5 (d)(i) The provisions of this exhibit are taken from § 5.5 of Title 29 of the Code of Federal Regulations, 29 C.F.R. § 5.5, and are to be interpreted consistently with that section. Terminology used in this exhibit shall be given the same meaning as in Part 5 of Title 29 of the Code of Federal Regulations ("CFR").

(ii) For purposes of this exhibit, "contract" means that portion of the Comprehensive Agreement between Contractor and Owner, Wise County Public Schools, applicable to the high school project that is being financed in part using QSCBs and is the agreement to which this exhibit is incorporated by reference. The words "Contracting Officer" mean the Superintendent, Wise County Public Schools, or his designee. The word "work" means any of the "work" within the meaning of the Comprehensive Agreement that is for the high school project that is being financed in part using QSCBs. The word "contractor" as used in this exhibit means "Developer" within the meaning of the Contract Documents, and unless and except to the extent 29 C.F.R. Pt. 5 provides otherwise, "subcontractor" means subcontractors at every tier.