

COMPREHENSIVE AGREEMENT

between

DINWIDDIE COUNTY, VIRGINIA

and

AHP CONSTRUCTION, LLC

for

**DESIGN AND CONSTRUCTION OF A NEW ADMINISTRATION BUILDING
AND PUBLIC SAFETY BUILDING AND RENOVATION OF THE PAMPLIN
BUILDING AND PUBLIC SAFETY BUILDING**

THIS COMPREHENSIVE AGREEMENT (this "Agreement") is entered into as of November 1, 2016 between DINWIDDIE COUNTY, VIRGINIA ("the Owner"), a political subdivision of the Commonwealth of Virginia, and AHP CONSTRUCTION, LLC ("the Design-Builder"). The Owner and the Design-Builder are referred to individually as a "Party" and collectively as "the Parties".

Recitals

1. On August 18, 2015, the Owner adopted "Public-Private Education Facilities and Infrastructure Act of 2002 – Guidelines," establishing procedures for the development of public facilities through public-private partnerships ("Implementing Procedures"), which procedures satisfy the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA").
2. On February 9, 2016, the Owner issued Request for Proposals 16-020716 requesting proposals under the PPEA for the design and construction of a new administration building and public safety building and the renovation of the current Pamplin building and public safety building (the "Project").
3. The Owner determined that, among other things, it would be advantageous for the Owner to proceed with the Project using procedures for competitive negotiation, rather than using sealed, competitive bids, given the probable scope, complexity and urgency of the Project; the merits of risk-sharing and the potential for added value; and the economic benefit from the Project that might otherwise not be available.
4. The Owner received three proposals, and interviewed all three of the firms submitting proposals.
5. After the interviews, the Owner selected the Design-Builder for negotiation of a comprehensive agreement under the PPEA for the Project, based upon the proposals, oral presentations, and upon the Owner's evaluations of those proposals and presentations.
6. As required by the PPEA, the Board of Supervisors held a public hearing on April 19, 2016 to receive citizen comment on the three proposals, which had been posted on the County's website.
7. The Parties acknowledge and agree that this Agreement will function as the Contract for purposes of the Project.
8. Having considered this Agreement and other information, the Owner has determined that the Project to be designed and constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Section 56-575.4(C) of the Code, and posted this Agreement for public inspection in accordance with the PPEA and Implementing Procedures.

- NOW THEREFORE**, for and in consideration of the mutual promises, conditions and covenants herein set forth, the Parties agree as follows:
1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
 2. **Contract Documents.** The Contract Documents are comprised of the following:
 - a. All written modifications, amendments and change orders to this Agreement issued in accordance with the General Conditions of Contract.
 - b. This Agreement, including all exhibits and attachments, executed by the Owner and the Design-Builder.
 - c. Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.
 3. **Definitions.** The following definitions apply to this Agreement. Capitalized terms not defined in this Article 3 or elsewhere in this Agreement shall have the meanings as defined in the General Conditions of Contract.
 - a. “Contract” means this Agreement and the exhibits attached hereto.
 - b. “Contract Documents” means those documents listed in Article 2 herein.
 - c. “Contract Price” means the amount that the Owner will be obligated to pay the Design-Builder as stated at Article 7 of this Agreement, and is subject to upward or downward adjustment pursuant only to the Contract.
 - d. “Contract Time” or “Contract Times” has the meaning ascribed by Article 9 hereof, as may be adjusted pursuant to the Contract Documents.
 - e. “Date of Commencement” means the date described in Article 9 (a) herein.
 - f. “General Conditions of Contract” or “General Conditions” means DBIA Document No. 535, the Standard Form of General Conditions of Contract, as so modified by agreement of the Owner and Design-Builder, which is attached hereto as **Exhibit C**.
 - g. “Project” means the design, permitting and performance of the work as contemplated by the Contract Documents. “Project” includes both the entirety of the Project or a part thereof and may occur both on and outside of the site.
 - h. “Project Schedule” means that schedule attached hereto as part of **Exhibit D**, as it may be adjusted pursuant to the Contract Documents.

- i. “Work” is comprised of all Design-Builder’s design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services for the Project. The term “Work” also includes the services provided by Design-Builder from the date of the submission of the initial proposal to the date of this Agreement.

4. **General Scope.** The Design-Builder shall perform, provide or cause to be provided all design, permitting, construction, material, equipment, services and labor, necessary for the development of the new Dinwiddie Administration and Public Safety Building and the renovation of the Pamplin Building and the current Public Safety Building. (the “Project”). A site plan of the Project and a detailed outline of the project reflecting negotiations between the parties is attached hereto as **Exhibit A- Basis of Design**. A list of the exclusions from the scope of Work of the Design-Builder which are the responsibility of the Owner is attached hereto as **Exhibit F**. The Design-Builder shall be responsible for obtaining all necessary federal, state, and local permits and approvals and performing the Project in compliance with all applicable federal, state and local laws and regulations and the Contract Documents. It is the intent of the Owner and the Design-Builder that, unless otherwise specifically set forth in this Agreement, the Design-Builder shall perform or provide all design, permitting, construction and related services that are necessary to provide the Owner with a completed, fully functional Project. Design-Builder agrees that the design team, engineers, public safety consultants and other consultants and members of the team submitted in the proposal and present at the oral interviews will work on this Project, and will not be changed without the approval of the Owner.

5. **Interpretation; Intent and Incorporation.**
 - a. The Contract Documents are intended to permit the Parties to complete the Project and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the order of precedence among Contract Documents shall be as provided in Article 28 hereof.

 - b. Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in this Agreement.

 - c. In accordance with Article 28 hereof and as more fully provided thereby, the Contract Documents form the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

6. **Ownership of Work Product.**

- a. **Work Product.** Conditioned only upon payment of fees due to the Design-Builder for Services that have been performed under the Contract, all drawings, specifications and other documents and data furnished by the Design-Builder to the Owner under the Contract (collectively, the "Work Product") are deemed to be instruments of service, in which the Design-Builder grants a limited, irrevocable and non-exclusive license to the Owner to reproduce and use for this Project and further to obtain similar license to the Owner from all of the Design-Builder's consultants who produce such Work Product for the Project. This irrevocable license includes Work Product in paper and electronic forms, and all Work Product for the Project that have been or will be prepared or created by or on behalf of the Design-Builder for the Project, as well as any and all derivations, modifications, changes, translations, revisions, elaborations, adaptations or transformations of the Work Product. This provision shall not relieve the Design-Builder from, or modify the Design-Builder's sole responsibility for, any and all liability for all of its Work under the Agreement (including labor and materials). It is understood and agreed that all Work Product prepared by or on behalf of the Design-Builder for this Project will be applicable only in respect to the Project. The Work Product is not intended or represented to be suitable for use or reuse by the Owner or others for a material extension of the Project or on any other project. The Owner has the right, itself or by and through other design professionals to modify the Work Product prepared by the Design-Builder for use in connection with the Project or for any other use whatsoever. In such event, the Design-Builder shall have no liability for such modifications. The Design-Builder shall ensure that its consultants agree in writing to the granting of limited, irrevocable and non-exclusive license for use in this project of the Work Product produced by the consultants for the Design-Builder that the Design-Builder has agreed to provide to the Owner in this Agreement.
- b. **Retained Rights of the Design-Builder.** The Owner acknowledges that the Design-Builder or its consultants may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts related to interior design elements that were not conceived or first produced by the Design-Builder in connection with this Project (collectively "Design-Builder Intellectual Property"). Design-Builder Intellectual Property is proprietary to the Design-Builder and shall remain the Design-Builder's exclusive property. The Design-Builder identifies to the Owner that all Design-Builder Instruments of Service are Intellectual Property. The Design-Builder hereby grants to the Owner a license to Design-Builder's Intellectual Property to the extent it is incorporated in any Work Product delivered to the Owner by the Design-Builder hereunder. Submission or distribution of any Work Product to meet official regulatory requirements or for

similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Design-Builder's consultants.

7. **Contract Price.**

- a. **Contract Price.** The Owner shall pay the Design-Builder in accordance with Article 8 hereof the "Contract Price" in the amount of \$24,042,367 subject to adjustments to the Contract Price made in accordance with the Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes imposed by law or any governmental authority. The Design-Builder shall be wholly responsible to complete the Project at no compensation above the Contract Price, subject to any adjustments in the Contract Price made as a result of changes made in accordance with this Agreement. A detailed breakdown of the Contract Price is attached as **Exhibit E**.

The work of the Project will be offered for subcontractor bidding when the design is complete. When the bidding is substantially complete for all portions of the Work, which is expected to be in spring 2017, the adjusted cost, including all subcontractor bids (adjusted for scope), insurances, fees and contingencies, will be compared to the Contract Price. If the adjusted cost is higher than the Contract Price, the Design-Builder will conduct value engineering exercises to attempt to reduce the cost. Any value engineering will be reviewed with the Owner prior to changing the design. Any changes to the design must be agreed to by the Owner unless the changes are consistent with the Basis of Design. If the adjusted cost, including all subcontractor bids, adjusted for scope, insurances, fees and contingencies, is lower than the Contract Price, all savings will be assigned to the Owner's Contingency at that time.

- b. **Contingency.** The Contract Price includes a Design-Builder's Contingency" in the amount of \$721,271.00. The Owner shall also have an Owner's Contingency in its project budget in an initial amount of \$250,000 and a Soils Contingency in the amount of \$200,000. The Design-Builder's Contingency shall be available for the sole use of the Design-Builder during design and construction. The Owner may use the Owner's Contingency for any reason during the course of the Project. If, at the conclusion of construction of the Project there is any balance remaining in the Design-Builder's Contingency, it will be shared by the Owner and the Design-Builder, with 50% going to the Owner and 50% going to the Design-Builder. Any Owner's Contingency remaining at the conclusion of the Project will belong to the Owner. All uses of the Design-Builder's Contingency will be documented monthly for the Owner's information.

- d. **Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, the following markups shall be allowed on such changes:

For the Design-Builder: 5.0% fee (mark-ups for insurance, bonds, business tax will be considered costs of the Work)

For Subcontractors and Sub-Subcontractors (other than design/engineering consultants): 10.0% overhead and 5% fee

- f. **Allowances.** The Contract Price includes the following allowance(s) (each, an "Allowance"):

Description	Allowance Amount
IT Renovation	\$50,000
Administration Building Flooring	\$305,000
Public Safety Building Flooring	\$126,000
Administration Building Millwork	\$210,000
Public Safety Building Millwork	\$40,000

Allowances shall be selected by the Owner in sufficient time to avoid delay in the Work. Material Allowances shall cover the cost to the Design-Builder of materials, services and equipment delivered at the Site, plus all required taxes, less applicable trade discounts. Material and Labor Allowances shall include all labor and equipment required to complete the installation of the design. Whenever costs of an item are more than or less than the Allowance, the Contract Price shall be adjusted accordingly by Change Order.

8. **Payment.**

a. **Progress Payments**

- i. The Design-Builder shall submit to the Owner on the first (1st) day of each month the Design-Builder's Application for Payment for Work performed during the immediately prior month.

- ii. The Owner shall make payment for Work properly performed in accordance with the Contract Documents within thirty (30) days after the Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, and less amounts properly withheld.

b. **Retainage on Progress Payments**

- i. The Owner will retain five percent (5%) of the amount of each Application for Payment. Retainage shall not apply to the professional fees paid to the architect and engineer as part of the design of the Project. The Design-Builder shall include or cause to be included retainage provisions in all subcontracts at the rate set forth herein.

- ii. Upon Substantial Completion of the Public Safety Building, the Owner shall release to the Design-Builder all retained amounts relating to the Site Work and the Public Safety Building, less an amount not to exceed 150% of the reasonable value of all remaining or incomplete items of Work or any defective Work or any portion of the Work that has not been performed in accordance with the Contract Documents as noted in the Certificate of Substantial Completion. Likewise, upon Substantial Completion of the Administration Building, the Owner shall release to the Design-Builder all retained amounts relating to that building, subject to the above exception, and the same shall apply upon Substantial Completion of the Pamplin Building and the IT Building.

- c. **Final Payment.** The Design-Builder shall submit its Final Application for Payment to the Owner in accordance with Section 6.7 of the General Conditions of Contract. If the Owner finds that all portions of the Work including any punch list items identified by the Owner or the Design-Builder have been completed, the Owner shall make payment on the Design-Builder's properly submitted and accurate Final Application for Payment within sixty (60) days after the Owner's receipt of the Final Application for Payment, provided that the Design-Builder has satisfied the requirements for final payment.

- d. **Interest.** Payments due and unpaid by the Owner to the Design-Builder, whether progress payments or final payment, shall bear interest commencing thirty (30) days after payment is due at a rate equal to the then current prime rate.

- e. **Lender Requirements.** In the event that the Owner obtains a loan or other financial assistance from a third party in connection with the financing of the Project, the Design-Builder shall comply with all

conditions established by such lender or other financial source in connection with Applications for Payment under this Agreement. The Owner shall use its best efforts to insure that any such conditions are reasonable in light of the nature and complexity of the Project and are at no additional cost and expense of any material amount to the Design-Builder.

9. **Contract Time.**

- a. **Date of Commencement.** The Work shall commence at the time set forth in the Owner's written notice to proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing. The Work shall include the design and preconstruction work performed between the submission of the original proposal and the Date of Commencement.
- b. **Substantial Completion and Final Completion.**
 - i. The project schedule is attached as Exhibit D and has the Substantial Completion Date and Final Completion Date for all phases of the Project. The total number of days for the entire project as shown in Schedule D is 939 days. The date shown for Substantial Completion of the Administration Building (assuming a beginning date of November 1, 2016) is December 24, 2018. The date shown for Substantial Completion of the Public Safety Building is June 18, 2018. The date shown for Substantial Completion of the Renovation of the Old Public Safety Building is October 22, 2018. The date shown for Substantial Completion of the Renovations of the Pamplin Building is May 29, 2019.
 - ii. Final Completion of the Work or identified portions of the Work - are shown on Exhibit D.
 - iii. All of the dates set forth in this Article 9 and in Exhibit D shall be subject to adjustment in accordance with the General Conditions of Contract.
 - iv. The Owner and the Design-Builder agree and acknowledge that the Work may be accepted for Substantial Completion in phases, and following acceptance of such phase, may be put into use by the Owner. If Work is accepted in phases, then any applicable warranties shall also commence upon such acceptance date
- c. **Liquidated Damages.** The Design-Builder and the Owner recognize that time is of the essence with respect to all dates set forth in the Contract for each component (the Administration Building, the Public Safety Building, Site Development, and the Renovations to the Pamplin Building and the IT building), and that the Owner will suffer financial loss if the Work is not Substantially Complete within the time specified in the Contract

including any time extension(s) allowed pursuant to the Contract. The Design-Builder and the Owner further recognize the difficulty of proving actual loss to the Owner in the event of a failure to achieve Substantial Completion in accordance with the date established in the Contract. Accordingly, instead of requiring such proof, the Design-Builder acknowledges that the rate of the liquidated damages set forth herein is reasonable and does not constitute a penalty. The Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Dates for each building, the Design-Builder shall pay on demand to the Owner One Thousand and no/100 Dollars (\$1000.00) per day as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving Substantial Completion. The Design-Builder hereby waives any defenses that the liquidated damages are a penalty or do not bear a reasonable relation to the actual damages.

10. **Project Schedule.**

- a. Attached hereto as **Exhibit D** is the Project Schedule (based on Schematic Development level design) as prepared by the Design-Builder and accepted by the Owner.
 - i. The Project Schedule includes the Scheduled Substantial Completion Dates and shows the sequencing of trades and work.
 - ii. Within thirty (30) days following the execution of this Agreement, the Design-Builder shall submit to the Owner, with a copy to the Owner's consultant, Donald Booth of DJG, Inc. 449 McLaws Circle, Williamsburg, Va. 23185 for the Owner's approval, a Project Schedule and a "cash flow" spreadsheet that satisfies the requirements set forth in Section 10.a.iii hereof.
 - iii. The Project Schedule shall be a Critical Path Method (CPM) schedule that shows activities grouped by area of work or subcontract. It shall be time-scaled on a weekly basis and prepared at a level of detail and logic to schedule all salient features of the Work, including but not limited to construction by each trade, shop drawing and other submittals, placement of orders, manufacture and delivery information, testing, installation, and any and all other Work to be performed by the Design-Builder. Failure to include any element required for full and complete performance under this Contract shall not excuse the Design-Builder from its responsibilities under this Contract, including but not limited to its

obligation to complete the Work on or before the Scheduled Substantial Completion Date. The Project Schedule shall identify and describe each activity, state the duration of each activity, the calendar dates for early and late start and finish of each activity, and highlight all activities on the critical path. Float time shall be indicated for all activities and must be allocated to the best interest of completing the Work on or before the Scheduled Substantial Completion Date. The Owner's acceptance of the Project Schedule shall not indicate the Owner's agreement with or responsibility for the proposed or actual duration of any activity shown thereon.

- iv. Time is of the essence in achieving the Substantial Completion of Work in accordance with the dates set forth in the accepted Project Schedule.
- b. The Owner and the Design-Builder shall use their best efforts to maintain the accepted Project Schedule, which can be modified by mutual agreement of the Parties as circumstances warrant and consistent with the Contract keeping in mind the importance of achieving the Substantial Completion of Work in accordance with the dates set forth in the Project Schedule. The Design-Builder will use its best efforts to secure an expedited review and approval by any other governmental or private entity of applications made by the Design-Builder for permits, reviews, inspections or approvals. The Design-Builder shall include in both the initial and detailed baseline Project Schedules sufficient allowance of time for such permitting, reviews, inspections and approvals.
- c. The following CPM schedule terms will be part of the detailed baseline Project Schedule and monthly updates:
 - i. Written narratives are required with all schedule submissions and must include the following:
 - A. For the initial Project Schedules, explain the Design-Builder's plan for meeting the dates for Substantial Completion and Final Completion. Identify and explain assumptions, sequencing, and constraints such as manpower, material, and equipment for major Work categories.
 - B. Identify activities which are planned to be expedited by use of overtime or double shifts, including any work planned on Saturday, Sundays, or holidays.
 - C. Describe calendars used and provide a listing of holiday and non-work periods.

- D. For monthly progress updates, provide a narrative that describes problem areas, current and anticipated, delaying factors and their impact, and an explanation of corrective action taken or proposed.
 - E. Describe actual Work accomplished during reporting period.
 - F. Provide a list of proposed modifications, additions, deletions, and changes in logic to the approved Project Schedule.
- ii. The critical path shall be defined as the longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
 - iii. Project Schedule calculations and out-of-sequence progress (if applicable) shall be handled through retained logic, not progress override.
 - iv. Each Project Schedule activity shall as a minimum have codes identifying the following:
 - A. Phase
 - B. Area
 - C. Location
 - D. Construction Division
 - E. Responsibility (Owner, Design-Builder, Design Consultant, General Subcontractor, Third Party)
 - v. Proposed durations assigned to each Project Schedule activity shall be the Design-Builder's best estimate of time required to complete the activity. No construction activity shall have a duration longer than 20 work days without prior acceptance of the Owner.
 - vi. Except for notice to proceed, Substantial Completion date and Final Completion date, activities shall not be constrained by any means other than logic ties to predecessor and successor activities.

- vii. Relationships with start or finish lags may be used provided the lags are less than seven working days and can be logically explained.
 - viii. The inclusion of major subcontractors in preparation of the Project Schedule and schedule updates is required. Progress meetings will be held with representatives of the Owner, Design-Builder, Design Consultant, General Subcontractor and subcontractors whose presence may be deemed necessary or desirable.
- 11. **Plan of Finance.** The Owner will arrange to finance the costs of the Project in a manner that results in the availability of funds in the amounts and at the times required to meet the projected needs for the Project. The Owner will include in its annual budget proposals amounts reasonably necessary to finance the entire Project. The Owner will provide reasonable evidence of funding for the Project to the Design-Builder upon its request.
- 12. **Design.**

The design consists of furnishing all labor, supervision, insurance, materials and equipment, for performing all services required in connection with the design of the Project, in strict accordance with the Contract and all Legal Requirements and permit conditions.
- 13. **Permitting and Approvals .**

The Design-Builder shall be responsible for obtaining all necessary federal, state and local permits and approvals and conduct of the Project in compliance with all Legal Requirements. With respect to any such permits, the Design-Builder will cause the permits to be written to provide that the Owner shall not be considered a “responsible party” for any permit violation committed by or arising from the action or inaction the Design-Builder or its Subcontractors, and the Design-Builder shall indemnify, defend and hold the Owner harmless from any claims related to such permit violations for which the Design-Builder is responsible.
- 14. **Construction.**
 - a. All construction provided or caused to be provided by the Design-Builder shall be performed pursuant to the Contract Documents and in full compliance with all applicable Legal Requirements and applicable permits, both public and private.
 - b. No later than sixty (60) days prior to the start of the construction, the Design-Builder shall submit or cause to be submitted to the Owner the Design-Builder’s staffing plan for the construction, together with the

names, qualifications, and years of management experience of the individuals listed. The Owner will have the right to object within fourteen (14) days to any persons included on the staffing plan, in which case the Design-Builder shall substitute persons acceptable to the Owner. No subsequent changes to such approved staffing plan will be made which are objected to by the Owner (except for changes which are outside the control of the Design-Builder, such as a person leaving its employ). The Owner shall not make unreasonable objections to the staffing plan or any such proposed change. The Design-Builder agrees that the Project Executive will be Ray Considine and the Senior Project Manager is Mike McChesney.

- c. The Owner and its consultants shall be afforded reasonable access to the Project to ensure that the Design-Builder's activities are acceptable to the Owner and are being performed in accordance with the Contract, and that the Work is being properly maintained.
- d. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging, shall be protected with sediment and erosion control measures in accordance with federal, state, and local requirements.
- e. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging shall be restored to their original condition or as otherwise required by federal, state and local permits and/or agreements with the respective landowners.
- f. The Design-Builder shall deliver to the Owner a certificate in substantially the form attached hereto as **Exhibit B**, indicating that the Work has been completed.

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

- a. **The Owner's Right to Stop Work.**
 - i. At any time and without cause, the Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to the Design-Builder which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. The Design-Builder shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the Design-Builder makes a Claim therefor. Provided, however, if the Owner suspends Work or any portion thereof due to its reasonable judgment that the Design-Builder has or is violating the Contract or any requirement thereof, including

but not limited to violations of any Legal Requirements related to jobsite safety, then the Design-Builder shall not receive any adjustment in the Contract Price or extension of the Contract Times, even if it is determined that no violation actually existed.

b. The Owner's Right to Perform and Terminate for Cause.

- i. If the Design-Builder repeatedly fails to (i) provide or cause to be provided a sufficient number of skilled workers; (ii) supply the materials or equipment required by the Contract; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Design Consultants or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if the Design-Builder (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Articles 15.b.ii and 15.b.iii below.
- ii. Upon the occurrence of an event set forth in Article 15.b.i above, the Owner may provide written notice to the Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or reasonably commenced to be cured, within seven (7) days of the Design-Builder's receipt of such notice. If the Design-Builder fails to cure, or reasonably commence to cure, such problem, then the Owner may give a second written notice to the Design-Builder of its intent to terminate the Contract within an additional seven (7) day period. If the Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the Owner may declare the Contract terminated for default by providing written notice to the Design-Builder of such declaration. The Owner may provide copies of any notices to the surety on the performance bond and, in the Owner's sole discretion, elect to pursue any remedies that may be available under the terms of the performance bond in lieu of proceeding with the termination as described in this Article 15.b.ii.
- iii. Upon declaring the Contract terminated pursuant to Article 15.b.ii above, the Owner may enter upon the premises and, to the extent the Owner has made payment, take possession, for the purpose of completing the Work, of all the Design-Builder's (not

subcontractor's) materials, equipment, tools, appliances and other items for use in the Project, which have been purchased or provided for the performance of the Work, all of which the Design-Builder hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, the Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If the Owner's cost and expense of completing the Work exceeds the unpaid balance of the GMP, then the Design-Builder shall be obligated to pay the difference to the Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages (direct, indirect and special) (but not consequential), costs and expenses, including attorneys' fees and expenses, incurred by the Owner in connection with the procurement and defense of claims arising from the Design-Builder's default. Upon completion of the Work, any Contract amounts remaining shall be paid to the Design Builder.

- iv. If the Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 16 hereof and the Owner will reimburse the Design-Builder for such costs and expenses incurred in connection with the improper termination as provided in Article 16.

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

- i. The Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work upon the Owner's failure to pay the Design-Builder for portions of the Work properly performed in accordance with the Contract Documents.
- ii. Should the event set forth in Article 16.c.i above occur, the Design-Builder has the right to provide the Owner with written notice that the Design-Builder will stop work unless said event is cured within seven (7) days from the Owner's receipt of the Design-Builder's notice. If the Owner does not cure the problem within such seven (7) day period, the Design-Builder may stop work. If the Owner later cures the problem and the parties agree to resume Work on the Project, then the Design-Builder shall be entitled to an equitable adjustment to the Contract Price and Contract Time(s) to the extent that the Design-Builder has been adversely and materially impacted by such stoppage and if the Design-Builder is not in default under the Contract and is

otherwise prepared to proceed with the performance of the Work in accordance with the provisions of the Contract Documents.

- iii. Notwithstanding the foregoing, the Design-Builder shall not stop work because of any dispute with the Owner about all or any portion of any amount for which the Design-Builder has submitted an Application for Payment as long as the Owner pays to the Design-Builder such portion of any Application for Payment about which there is no dispute.

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

- i. The Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons specified in clauses ii. through iv. below:
- ii. The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, because of an order by a court or any government authority having jurisdiction over the Work, or orders by the Owner under Article 15.a.i hereof, provided that such stoppages are not due to the acts or omissions of the Design-Builder or anyone for whose acts the Design-Builder may be responsible. This provision shall not apply and shall not be a basis for termination to the extent that any stoppage is related to or arises as a result of any restrictions set forth in or applicable to a permit issued by a regulatory authority which is applicable to the Work.
- iii. The Owner's failure to provide the Design-Builder with any information, permits or approvals that are the Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, even though the Owner has not ordered the Design-Builder in writing to stop and suspend the Work pursuant to Article 15.a.i hereof and such failure of the Owner was not due to the acts or omissions of the Design-Builder or anyone for whose acts the Design-Builder may be responsible.
- iv. The Owner's failure to cure the problems set forth in Article 15.c.i above after the Design-Builder has stopped the Work.
- v. Upon the occurrence of an event set forth in Article 15.d.ii. through Article 15.d.iv. above, the Design-Builder may provide written notice to the Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured,

within ten (10) days of the Owner's receipt of such notice. If the Owner fails to cure, or reasonably commence to cure, such problem, then the Design-Builder may give a second written notice to the Owner of its intent to terminate within an additional ten (10) day period. If the Owner, within such second ten (10) day period, fails to cure, or reasonably commence to cure, such problem, then the Design-Builder may declare the Contract terminated for default by providing written notice to the Owner of such declaration. In such case, the Design-Builder shall be entitled to recover in the same manner as if the Owner had terminated the Contract for its convenience under Article 16 of this Agreement.

e. Bankruptcy of the Owner or the Design-Builder.

- i. If either the Owner or the Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
- ii. the Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
- iii. the Bankrupt Party shall file an appropriate action with the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.
- iv. If the Bankrupt Party fails to comply with the foregoing obligations listed in clauses ii. and iii. above, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 15.
- v. The rights and remedies under Article 15.e.i above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of the Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

16. **Termination for Convenience.** Upon seven (7) days written notice to the Design-Builder, the Owner may, for its convenience and without cause, elect to terminate the Contract. In such event, the Owner shall pay the Design-Builder for the following:

- a. All Work properly performed inclusive of materials, equipment, and fabricated items stored on or off site by the Design-Builder in accordance with the Contract;
- b. The reasonable costs and expenses attributable to such termination, including verifiable demobilization costs and amounts due in settlement of any terminated subcontracts; and
- c. Overhead and profit in the amount agreed as part of the Design-Builder's Fee for all portions of the Work properly performed in accordance with the Contract Documents through the date of termination.

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

- a. The Design-Builder contractor will maintain a surety performance and payment bond in the amount of the Contract Price for the term of the Contract and provide such bond to the owner. The bond will be issued by a company licensed to issue surety bonds in the Commonwealth of Virginia and has an A. M. Best rating of A- or better.
- b. All bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to the Owner, duly authorized to do business in the Commonwealth of Virginia, meet the requirements of Section 2.2-4337 of the Virginia Code and are executed in a form acceptable to the Owner. The Design-Builder shall cooperate with the Owner to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of performance and payment bonds provided hereunder.
- c. The Design-Builder shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the issuance of any earth-disturbing or other permit and any bonds or security required by any other governmental authority.

18. **Insurance.**

- a. The Design-Builder will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the Owner as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.

- b. The Design-Builder will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Design-Builder to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Design-Builder will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- c. The Design-Builder will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- d. The Design-Builder will maintain professional liability insurance with a limit of at least \$1,000,000 covering all Work on the Project..
- e. The Design-Builder will maintain builders risk coverage on a replacement cost basis for the duration of the Contract. The required coverage will be the full replacement cost of the building and/or structures being built under this contract, which the parties agree shall be the same as the Contract Price. The Owner will be listed as an insured under this policy to protect any property owned at the construction site. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.
- f. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of including but not limited to additional insured endorsements. All wording limiting the insurer responsibility to notify the Owner of any cancellation or non-renewal of the coverage must be removed.
 - i. The Design-Builder shall be responsible for the filing and settling of claims and liaison with insurance adjusters.
 - ii. The Design-Builder shall send proofs of coverage to the Owner, which shall be deemed to have approved of such policies unless, within thirty (30) days after receipt thereof, the Owner shall by notice in writing advise the Design-Builder to the contrary.
- g. The Owner reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the

date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to the Design-Builder. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally, provided, however, that if the policy or insurer is rejected, then the Design-Builder shall be entitled to request, and the Owner shall grant, an adjustment of the Contract Price if the Design-Builder's costs are adversely impacted by such rejection and subsequent coverage with another policy or insurer.

- h. In addition to providing the Owner with copies of any and all certificates of insurance as described herein, the Design-Builder also shall provide copies of all applicable additional insured endorsements.

19. **Representations and Warranties.**

- a. The Owner hereby represents and warrants to the Design-Builder as follows:
 - i. The Owner is a political subdivision operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.
 - ii. Each person executing this Agreement on behalf of the Owner is duly authorized to execute each such document on behalf of the Owner.
 - iii. Neither the execution and delivery by the Owner of this Agreement and any other documents executed concurrently herewith to which the Owner is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, investigation or litigation pending and served on the Owner as of the date of this Agreement which challenges the Owner's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the Owner is a party, or which challenges the authority of the Owner official executing this Agreement or the other related documents, and the Owner has disclosed to the Design-Builder any pending and unserved or

threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Owner is aware.

- v. The Owner is borrowing sufficient funds to make the full payment to the Design-Builder. This Agreement is contingent on the closing of that financing, and if such closing does not occur this Agreement shall be null and void except for the obligation to pay the Design Builder as if this were a termination for convenience in accordance with article 16.
- b. The Design-Builder hereby represents and warrants to the Owner as follows:
- i. The Design-Builder represents that it is licensed to conduct business in Virginia, and in signing this Agreement as well as such comprehensive agreement as may be entered into between the parties, has full power and authority to bind itself to the terms thereof.
 - ii. The Design-Builder has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which the Design-Builder is a party.
 - iii. Each person executing this Agreement or any other related document on behalf of the Design-Builder has been or will at such time be duly authorized to execute each such document on behalf of the Design-Builder.
 - iv. Neither the execution and delivery by the Design-Builder of this Agreement and the other related documents to which the Design-Builder is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of the governing instruments of the Design-Builder or any other agreements or instruments to which it is a party or by which it is bound.
 - v. There is no action, suit, proceedings, investigation or litigation pending and served on the Design-Builder which challenges the Design-Builder's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the Design-Builder is a party, or which challenges the authority of the Design-Builder official executing this Agreement or the other related documents; and the Design-Builder has disclosed to the Owner any pending and unserved or

threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Design-Builder is aware.

- vi. The Design-Builder is in material compliance with all laws, regulations and ordinances applicable to the Design-Builder or its activities in connection with this Agreement and the other related documents.
- viii. The Design-Builder is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

20. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Contract shall be resolved as follows:

- a. Whenever a Party disagrees with the other Party's final decision on a claim or dispute arising under or related to this Contract, its sole right of appeal shall be by filing, within six (6) months of date of the other Party's final decision, litigation in either the Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and may pursue all available appeals from such courts. These two courts shall have exclusive and binding jurisdiction and venue over any and all claims arising under the Contract. The parties voluntarily waive any and all rights to trial by jury. The fact finder shall be the court, sitting without a jury.
- b. Prior to filing litigation, the Parties may first endeavor to resolve any disputes or claims between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being held in or near the County of Dinwiddie, Virginia. If the Parties agree to attempt mediation, then within thirty (30) days of receipt of the notice requesting mediation, the Design-Builder and the Owner shall attend a formal mediation conducted by a single, impartial mediator appointed by and under the rules of The McCammon Group. The Parties shall share evenly the fees of the mediator and each shall bear its own costs involved in participating in the mediation. If they opt to mediate, the Owner and the Design-Builder shall participate in the mediation process in good faith. The process shall be concluded within forty-five (45) days of filing of the notice requesting mediation. Should the dispute or claim remain unresolved following mediation or should the time limit described in Article 20.a occur during the course of mediation, either Party may proceed under Article 20.a in order to preserve its rights, but mediation shall not extend the time period set forth in Article 20.a. If the claim or dispute is not resolved by mediation, failure to file an appeal of the other Party's final decision as described in Article 20.a within six (6) months

after such decision is issued in writing shall result in the other Party's final written decision becoming final and subject to no further appeal.

- c. Nothing in Articles 20.a or b shall prevent a Party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the County of Dinwiddie, Virginia if circumstances so warrant.
 - d. In the event of any dispute, claim, or other matter in question arising, the Design-Builder shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. During the pendency of any dispute in connection with the payment of moneys, the Design-Builder shall be entitled to receive payments for non-disputed items.
21. **Notices.** All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Owner:
County Administrator
Dinwiddie County
14016 Boydton Plank Road
P.O. Drawer 70
Dinwiddie, Va. 23841

To the Design-Builder:
John Davis
AHP Construction, LLC
249 Central Park Avenue Suite 300
Virginia Beach, Virginia 23462

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

22. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Contract may not be assigned without the prior written consent of the Parties to this Agreement. Notwithstanding the foregoing, if financing is obtained for the Project, the Owner may assign the Contract to a third party, as needed, consistent with the financing. The Contract may also be assigned to a mortgagee(s)/trustee(s) of deed(s) of trust of the fee or leasehold interest in the Site or portions of them. The Design-Builder hereby consents to collateral assignment of the Contract in favor of such mortgagee(s)/trustee(s) of deed(s) of trust, in a form reasonably satisfactory to such mortgagee(s)/trustee(s), provided

that no such assignment shall release the Owner from its obligations to the Design-Builder under the Contract.

23. **Time of the Essence.** The time to complete the Project is of the essence of the Contract. The Design-Builder shall proceed expeditiously with adequate forces and make diligent efforts to perform all portions of the Work in accordance with the Project Schedule and the Design-Builder shall achieve Substantial Completion of the Work and Final Completion of the Work within the completion times specified in this Agreement and the Project Schedule. The Owner will cooperate reasonably with the Design-Builder's efforts to keep the Project on schedule.
24. **Independent Contractor.** It is expressly understood and agreed by the Parties hereto that the Design-Builder, in performing its obligations under the Contract, shall be deemed an independent contractor and not an agent, employee or partner of the Owner.
25. **No Waiver.** The failure of the Owner or the Design-Builder to insist upon the strict performance of any provisions of the Contract, the failure of the Owner or the Design-Builder to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by the Owner of any act by the Design-Builder requiring the Owner's consent or approval shall not be construed to waive or render unnecessary the requirement for the Owner's consent or approval of any subsequent similar act by the Design-Builder. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged. Further, any approvals required by the Owner shall likewise be in writing.
26. **Cooperation.** The Parties agree to cooperate to achieve the objectives of the Contract and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder. Each Party agrees to designate representatives with the authority to make decisions binding upon such Party (subject in the case of the Owner to those matters requiring an appropriate vote of its governing body) so as to not unduly delay the Project Schedule.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.
28. **Entire Agreement and Order of Precedence.** This Agreement, including any other Contract Documents, and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Design-Builder and the Owner concerning the

Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to the Contract shall be binding upon the Design-Builder or the Owner unless reduced to writing in a formal amendment signed by each Party. In the event there are disagreements between the language of this Agreement and the General Conditions, this Agreement shall have precedence.

29. **Governing Law.** This Agreement and the Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The provisions of this Agreement and the Contract shall not be construed in favor of or against either Party but shall be construed according to their fair meaning as if both Parties jointly prepared this Agreement and the Contract.
30. **Annual Appropriation; Filing With Auditor of Public Accounts.** The financial obligations of the Owner contained in the Contract are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the Owner shall submit a copy of the Contract to the Auditor of Public Accounts, to the extent required by Section 56-575.9(F) or Section 56-575.18 of the Code of Virginia.
31. **Conditions Precedent and Subsequent to Agreement's Effectiveness.** It shall be a condition precedent to this Agreement's effectiveness that: (i) it first be approved by the Board of Supervisors as evidenced by the signature of the County Administrator on behalf of the Owner on the signature pages hereof and (ii) that the County Administrator indicates in writing that the County has sufficient funding to fully fund the Project.
32. **Exhibits.** The following exhibits are hereby deemed to be part of this Agreement:
 - Exhibit A:**
Design-Builder's Conceptual Proposal.
 - Exhibit B:**
Design-Builder's Site Plan and Scope of Work
 - Exhibit C:**
Standard Form of General Conditions of Contract Between Owner and Design-Builder (DBIA Document No. 535, as revised)
 - Exhibit D:**
Contract Price

Exhibit E:

Project Schedule

Exhibit F:

List of Exclusions from this Agreement that are responsibility of Owner

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

COUNTY OF DINWIDDIE, VIRGINIA

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

AHP CONSTRUCTION, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
Design-Builder's
Site Plan and Detailed Scope of Work

Exhibit A

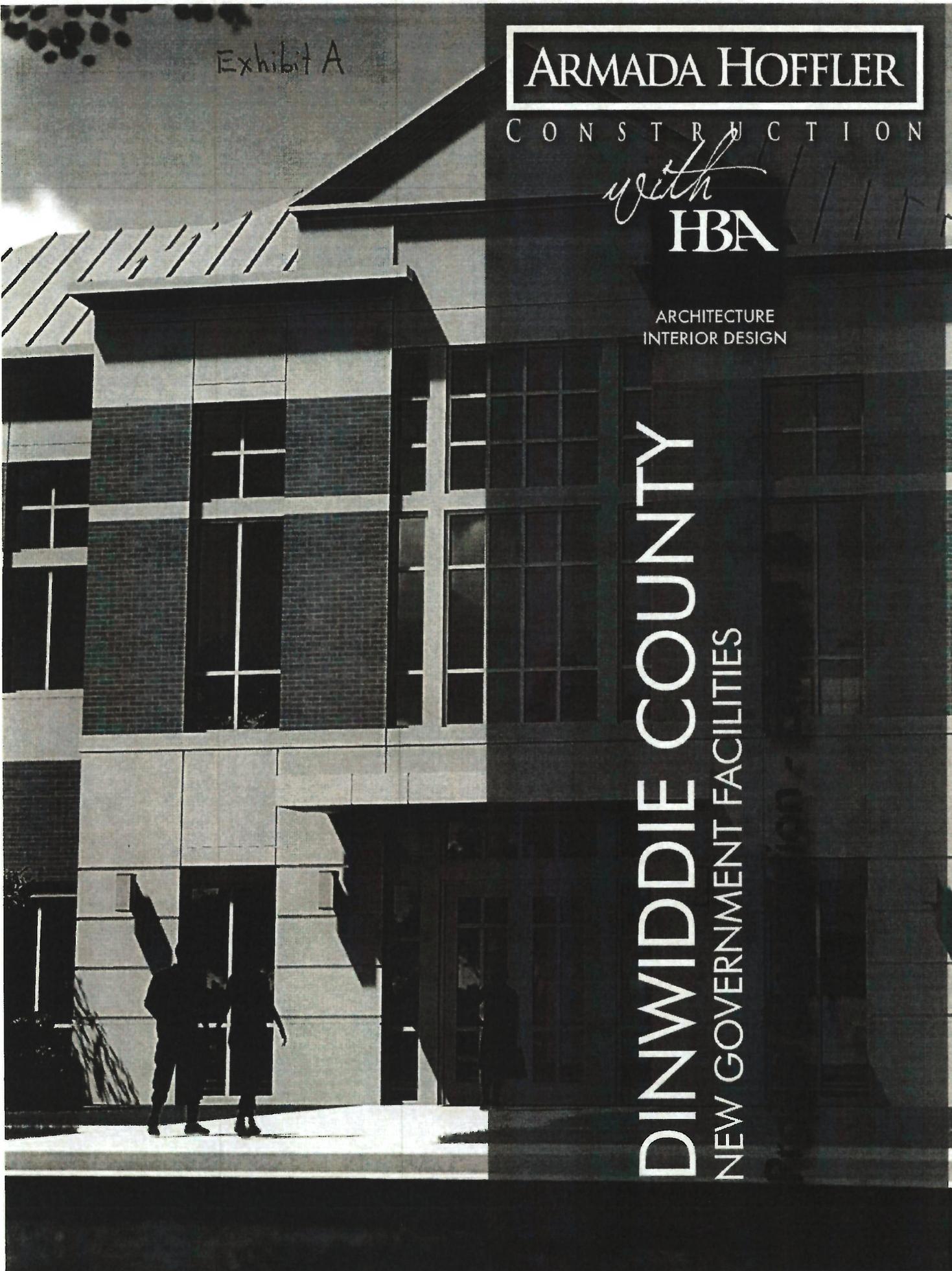
ARMADA HOFFLER

CONSTRUCTION

with
HBA

ARCHITECTURE
INTERIOR DESIGN

DINWIDDIE COUNTY
NEW GOVERNMENT FACILITIES



PROJECT DESCRIPTION

The following narrative and accompanying drawings establishes the project Scope of Work and is based on the Basis of Design requirements established in the original RFP 16-020716. This information has been developed through meetings and discussions with the Owner and the Users. The resultant design is currently at the Schematic level. While the details are yet to be developed, the intent of these documents is to solidify the program, as defined by the Owner and in keeping within the Owner's budget. It is understood that this design has been reviewed and approved by the Owner as a basis for further development. As the design progresses, the Owner and Users will be presented with options for their selection. Should they wish to expand those options to selections that may be beyond the budget, they may do so by drawing from the Owner's Contingency.

THE NEW DINWIDDIE COUNTY GOVERNMENT FACILITIES

The proposed new Government Facilities for the County of Dinwiddie is located at the existing County Government campus at the corner of Boydton Plank Road (U.S. Route 1) and Courthouse Road (Route 627) in Dinwiddie, Virginia.

The description of project characteristics and schematic design drawings are based on the information provided in the RFP and associated planning documents, as well as follow up meetings with the Design-Build Team and the County of Dinwiddie.

The schematic floor plans, and qualifications herein, establishes the program and scope for the Comprehensive Agreement and Contract Price. Revisions to the floor plans partition layout will be minimal and limited to approximately 5% of the total floor area. Any change to the interior partition layout beyond 5% of the floor area may result in a change to the Contract Price or by drawing from the Owner's Contingency. Any change to the total building square footage may also result in a change to the Contract Price.

1

Space Summary

The total building square footage for the County Administration/Human Services Building is approximately 54,484 square feet and includes all programmed spaces indicated in the "Space Needs Assessments" dated February 1, 2013 and as outlined in the Master Plan 2014 as modified by follow up meetings with the Design-Build Team and the County of Dinwiddie.

The total building square for the County Public Safety Building is approximately 23,034 square feet and includes all programmed spaces indicated in the "Space Needs Assessments" dated February 1, 2013 and as outlined in the Master Plan 2014 as modified by follow up meetings with the Design-Build Team and the County of Dinwiddie.

THE NEW DINWIDDIE COUNTY ADMINISTRATION/HUMAN SERVICES BUILDING

The proposed new County Administration/Human Services Building is two stories above grade as is reflected on the schematic design drawings included herein. Portions of the south side of the ground floor are below grade. The building presents a formal front to Boydton Plank Road as well as to the interior of the government complex.

The first floor of the County Administration/Human Services Building includes offices for Social Services, The Health Department, Children's Services, the Board of Supervisors Boardroom, Training Room, and building support and storage spaces.

The second floor of the County Administration/Human Services Building includes offices for the County Administration, Human Resources, Finance, County Attorney, Economic Development, Planning & Zoning, GIS, Commissioner of the Revenue, Treasurer, Conference Rooms and building support spaces.

Architectural Site Considerations

The building pad areas soil will receive soil treatment for termite control. Sidewalks and plaza areas are as indicated on the schematic site plans and will be cast-in place concrete.

Interior Finishes

Public Lobby spaces will utilize patterned epoxy terrazzo floors. Limits will be detailed to stay within the overall Flooring Allowance. The walls will be a combination of tile, wood paneled and painted gypsum wall board surfaced walls. Acoustic panels will be incorporated in the lobby walls where required for improved acoustic quality in the space. The section shown on the schematic drawings are to convey intent. The Lobby millwork will be detailed to stay within the overall Millwork Allowances.

The Board Room wall finishes will be a combination of wood paneled and painted gypsum wallboard surfaced walls, wood wainscoting and wood trim. The Board Room floors will be carpeted. Ceiling finishes will include suspended acoustical panels and gypsum wallboard soffits. Acoustic wall panels will be incorporated in the Boardroom where required for improved acoustic quality in the space. The Board Conference Room will be similar to the Board Room with carpeted floors, suspended acoustic panel ceilings and gypsum wall board soffits. The Board Conference Room wall finishes will be a combination of wood panel wainscoting, wood trim and painted gypsum wallboard. The section shown on the schematic drawings are to convey intent. The Board Room millwork will be detailed to stay within the overall Millwork Allowance.

2

Interior Architectural Woodwork is anticipated to consist of the following (materials, limits and detailing will be adjusted to stay within the overall Millwork Allowance):

- Wood Species and Cut for Transparent Finish: Plain Sliced American Cherry solids and veneers
- Wood Species for Opaque Finish: Any closed-grained hardwood.
- High Density Decorative Laminate: NEMA LD 3
- Solid Surfacing Material: Homogenous solid sheets of filled plastic resin complying with ISSFA-2
- Aluminum trim and shapes: Extruded aluminum ASTM B221, 6063 Alloy, T7 Temper

General office areas will have carpeted floors. Copy/work rooms will have vinyl tile flooring with resilient base. Storage and utility spaces flooring will be vinyl composition tile with resilient base or sealed concrete as indicated on the schematic design drawings. Health Department clinic areas will have sheet vinyl flooring. Health Department offices and work areas flooring will be similar to the general County office areas. Walls throughout will be painted gypsum board on metal stud framing.

Interior Flooring is anticipated to consist of the following (materials, limits and detailing will be adjusted to stay within the overall Flooring Allowance):

Tiling

- ANSI Ceramic Tile Standard: Complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

- Porcelain Floor Tile, 12" by 12" , or 12" by 24"
- Glazed Wall Tile: 9" by 12"
- Stone Thresholds

Resilient Flooring

- Vinyl Composition Floor Tile: ASTM F1066, Class 2, through pattern tile, 12" by 12", 0.125 inch thick.
- Vinyl Composition Static Dissipative Floor Tile, ASTM F 1066, Class 2, through-pattern tile, 12" by 12", 0.125 inch thick, electrical resistance; ESD-S7.1 and ASTM F150, static generation; ESD STM 97.2 at 40% RH.
- Sheet Vinyl: ASTM F 1303, Type, Grade 1, Class A backing, .080 inch thick, Heterogeneous construction, with UV-cured Polyurethane finish.
- Resilient Base: ASTM F 1861, Type TV, 4 inch high cove base, 0.080 inch thick.
- Rubber Stair Accessories: Stair Treads/risers -ASTM F 2169, TS (Rubber), Class 2, Group 2.

Carpet

- Carpet and carpet tile shall be as indicated on the Drawings.
- 100% nylon with density of 6,000 oz./cu. yd. Face weight for carpet tiles – 20 oz./s.y. Face weight for broadloom – 26 oz. /s.y.
- Carpet will be installed by the direct glue method, unless otherwise indicated on Drawings, using procedures recommended by the manufacturer. At carpet tile, use release adhesive or integral adhesive backing as recommended by the manufacturer.

Toilet rooms will have porcelain ceramic floor tile and base. Walls will receive porcelain ceramic wall tile. Toilet partitions will be solid plastic (high density polyethylene) with stainless steel fittings and hardware. Standard toilet room accessories will be provided.

Interior partitions generally will be metal stud framing with 5/8 inch gypsum wallboard on each side that is exposed. Partition types vary depending on the application. Some partitions will extend to the underside of the structural deck above and will receive sound attenuation insulation (i.e. conference rooms, administrator office, director offices, supervisor offices, toilet rooms, exam rooms, interview rooms, intake rooms). Others will extend to above the ceiling and may or may not receive sound attenuation insulation depending on the application. Offices will receive sound attenuation insulation. Storage rooms and utility spaces will not receive sound attenuation insulation. Partition types are identified on the schematic floor plans.

Ceilings throughout will generally be suspended acoustic ceilings tile (ACT). The Lobby and Board Rooms will have ACT with gypsum wallboard soffits, where appropriate, as indicated on the schematic design drawings. Acoustic ceiling panel types will be as follows:

General Office spaces: Fine textured, non-directional mineral fiber panel with beveled tegular edge in a 9/16" metal suspension system.

Storage Rooms, non-office spaces: Medium textured, non-directional mineral fiber panel with square lay-in edge in a 15/16" metal suspension system.

Public Lobbies, Corridors and Boardroom: Smooth textured coated mineral fiber panel with beveled tegular edge in a 9/16" metal suspension system.

Utility Areas will not have ceilings and exposed to the above structure.

Doors and Frames

Typical interior doors will be prefinished plain sliced maple wood veneer solid core doors with painted hollow metal welded frames. Doors to utility spaces that are not exposed to public view will be painted hollow metal with painted hollow metal frames.

Door hardware will include heavy duty mortise type locksets with lever handles, surface door closers, ball bearing hinges, exit devices where required by code, kick plates and door protection plates, weather stripping gaskets at exterior openings. Accessories such as stops, holders, coordinators, push plates, pulls, astragals, silencers, thresholds, etc., will be developed for each door condition. Electrified hardware will be coordinated with the security and access control systems being provided by the County's vendor under a separate contract.

Typical Flush Wood Doors will be as follows:

- Solid core (particle board) with wood veneer faces
- Premium grade with Grade A faces
- Species: Maple
- Cut: Plain sliced
- Factory finish: Transparent, catalyzed polyurethane, stain color to be selected, filled finish, satin sheen.

Typical Door Hardware will be as follows:

- Hinges: five knuckle, ball bearing hinges
- Cylindrical Locksets: ANSI A156.2 Series 4000, Grade 1, lever type, with dull chrome finish
- Exit Devices: ANSI/BHMA A156.3 Grade 1, flush mount, finish to match locksets
- Door Closers: ANSI/BHMA A156.4 Grade 1, aluminum finish

Exterior

Exterior walls will be masonry cavity wall construction with brick veneer, architectural precast accents, exterior insulation finish system (EIFS) cornices, and metal stud framed back-up wall construction with exterior sheathing and insulation. The exterior brick, precast accents, and exterior insulation finish systems will be selected by the Owner and Design-Builder from manufacturers' available standard finishes. Some exterior walls will include concrete masonry back-up wall construction where required structurally. Glazed aluminum curtain walls and glazed aluminum storefront windows are included, as indicated, for daylighting and views. Curtain wall and storefront framing will have a fluoropolymer "Kynar" finish. The color will match the architectural pre-cast concrete accent and EIFS. All glazing will be tinted insulating glass units.

The rooftop mounted HVAC equipment will be screened by a standing seam metal roofing mansard system over steel framework at the Administration/Human Services Building.

Roof

The roofing will consist of a single-ply 60 mil TPO membrane over a cover board and insulation (R-25), with tapered insulation areas for drainage. Roof drains and leaders will typically be provided to connect to the storm sewer system below grade. Secondary roof drains (overflow) will be provided at all roof drains and will extend through the exterior walls and outfall at grade.

Elevator

The County Administration/Human Services Building includes a passenger elevator that serves both floors with access to public lobbies and corridors. The elevator will be a 2 stop holeless hydraulic elevator with machine-room-less application. Elevator capacity will be up to 3,500 lbs. with a speed of 125 feet per minute. The cab finishes will be based on the Manufacturers' available standards.

Stairs

There are a total of three stairs included in the design of the County Administration/Human Services Building. An open "monumental" stair will be included in the lobby and will be designated primarily for public use. A stair is also provided for means of egress from the public corridor. One additional stair is designated primarily for circulation and egress by County Staff, however this stair is not required by code as a means of egress. The monumental stair in the lobby will be steel stringer and tread pans with pre-cast terrazzo treads and risers. The stringers will be clad in wood trim. Railings will be decorative metal and glass. Other stairs for egress will be metal with concrete filled metal pans and painted metal railings. Resilient (rubber) treads and risers will be provided at the egress stairs. Landings will receive resilient (rubber) tile.

ALLOWANCES

Administration Building Millwork Allowance of \$210,000 is included to provide all cabinets, counters, built-ins, reception counters, work area sorting, acoustical wall panels, trim, wood paneling, etc. that are custom and decorative wall components beyond the standard gypsum board assemblies and are part of the building construction.

Administration Building Flooring Allowance of \$305,000 is included for all horizontal walking surfaces within the building.

THE NEW DINWIDDIE COUNTY PUBLIC SAFETY BUILDING

Space Summary

The total building square for the County Public Safety Building is approximately 23,034 square feet and includes all programmed spaces indicated in the "Space Needs Assessments" dated February 1, 2013 and as outlined in the Master Plan 2014 as modified by follow up meetings with the Design-Build Team and the County of Dinwiddie.

Public Safety Building

The proposed new Public Safety Building is a single story building, as is reflected on the schematic design drawings included herein. The proposed building exterior design is representative of the community and architectural context of the Dinwiddie County. The building exterior features are sensitive to the historic context of the surrounding area while

incorporating contemporary materials and features, providing a transitional building design that respects the past and looks toward the future. The building presents a formal front to Courthouse Road.

The Public Safety Building includes offices for Fire Administration, Sheriff's Office, Jail, Training and Emergency Operation Center, Emergency Communication Center and support spaces.

Architectural Site Considerations

The building pad areas soil will receive soil treatment for termite control. Sidewalks and plaza areas are as indicated on the schematic site plans and will be cast-in place concrete.

Interior Finishes

Refer to Administration Building Interior Finishes section above for anticipated material type criteria.

Public Lobby spaces will utilize porcelain tile flooring. The walls will be a combination of wood and metal panels over gypsum wall board and will be detailed to stay within the overall Millwork Allowance. Ceiling finishes will include suspended acoustical ceiling tiles and gypsum wallboard soffits.

The E.O.C. / Training Room wall finishes will be painted gypsum wallboard surfaced walls, with a vinyl chair rail (as detailed to stay within the overall Millwork Allowance). The floors will be carpeted.

Perimeter wall protection from lobby to other areas of building will be bullet resistant to Level 3, per UL 752.

The Emergency Communication Center walls will be painted gypsum wallboard surfaced walls. The floor will be a raised access flooring system with high pressure laminate flooring. The Supervisor offices serving the communications center will have raised access flooring system with carpet tile finish.

General office areas will have carpeted floors. Copy/work rooms will have luxury vinyl tile flooring with resilient base. Storage and utility spaces flooring will be sealed concrete as indicated on the schematic design drawings. Walls throughout will be painted gypsum board on metal stud framing.

Toilet rooms will have porcelain floor tile and base. Walls will receive porcelain wall tile. Toilet partitions will be solid plastic (high density polyethylene) with stainless steel fittings and hardware. Standard toilet room accessories will be provided.

Interior partitions generally will be metal stud framing with 5/8 inch gypsum wallboard on each side that is exposed. Partition types vary depending on the application. Some partitions will extend to the underside of the structural deck above and will receive sound attenuation insulation (i.e. conference rooms, administrator office, director offices, supervisor offices, and toilet rooms). Others will extend to above the ceiling and may or may not receive sound attenuation insulation depending on the application. Offices will receive sound attenuation insulation. Storage rooms and utility spaces will not receive sound attenuation insulation. Partitions used at the jail portion of the project will be concrete masonry units. Partition types are identified on the schematic floor plans.

Ceilings throughout will generally be suspended acoustic ceilings tile (ACT). The Lobby will have ACT with gypsum wallboard soffits, where appropriate, as indicated on the schematic design drawings. Acoustic ceiling panel types will be as follows:

General Office spaces: Fine textured, non-directional mineral fiber panel with beveled tegular edge in a 9/16" metal suspension system.

Storage Rooms, non-office spaces: Medium textured, non-directional mineral fiber panel with square lay-in edge in a 15/16" metal suspension system.

Public Lobbies, Corridors and Boardroom: Smooth textured coated mineral fiber panel with beveled tegular edge in a 9/16" metal suspension system.

Utility Areas will not have ceilings and exposed to the above structure.

Doors and Frames

Typical interior doors will be prefinished plain sliced maple wood veneer solid core doors with painted hollow metal welded frames. Doors to utility spaces that are not exposed to public view will be painted hollow metal with painted hollow metal frames. Doors in the jail area will be detention hollow metal frames with detention grade metal doors.

Door hardware will include heavy duty mortise type locksets with lever handles, surface door closers, ball bearing hinges, exit devices where required by code, kick plates and door protection plates, weather stripping gaskets at exterior openings. Detention grade hardware to be used for detention doors. Accessories such as stops, holders, coordinators, push plates, pulls, astragals, silencers, thresholds, etc., will be developed for each door condition. Electrified hardware will be coordinated with the security and access control systems being provided by the County's vendor under a separate contract.

Exterior

Exterior walls will be masonry cavity wall construction with brick veneer, architectural precast accents, exterior insulation finish system (EIFS) cornices, and metal stud framed back-up wall construction with exterior sheathing and insulation. The exterior brick, precast accents, and exterior insulation finish systems will be selected by the Owner and Design-Builder from manufacturers' full range of available standard finishes. Some exterior walls will include concrete masonry back-up wall construction where required structurally. Glazed aluminum storefront windows are included, as indicated, for daylighting and views. Storefront framing will have a fluoropolymer "Kynar" finish. The color will match the architectural pre-cast concrete accent and EIFS. All glazing will be tinted insulating glass units.

The rooftop mounted HVAC equipment will be screened by metal panel roof screen to match pre-cast and EIFS.

Roof

The roofing will consist of a single-ply 60 mil TPO membrane over a cover board and insulation (R-25), with tapered insulation areas for drainage. Roof drains and leaders will connect to exposed collector boxes and downspouts that will outfall at grade. Secondary roof drains (overflow) will be provided at all roof drains and will extend through the exterior walls and outfall at grade.

Access Control – Video Surveillance

Perimeter and jail areas have controlled access (egress at jail) with video cameras documenting that movement as provided by the County's vendor under a separate contract.

ALLOWANCES

Public Safety Building Millwork Allowance of \$40,000 is included to provide all cabinets, counters, built-ins, reception counters, work area sorting, acoustical wall panels, trim, wood paneling, and chair rails. that are custom and decorative wall components beyond the standard gypsum board assemblies and are part of the building construction.

Public Safety Building Flooring allowance of \$126,000 is included for all horizontal walking surfaces within the building.

PAMPLIN AND IT BUILDING RENOVATIONS

Pamplin Building Renovation Allowance of \$300,000 is included to provide cosmetic renovation work, anticipated to include, flooring, ceilings, paint, cabinets, and water piping.

IT Building Renovation Allowance of \$50,000 is included to provide cosmetic renovation work, anticipated to include, flooring, ceilings, paint, and cabinets.

SITE IMPROVEMENTS

Demolition

Demolition of existing site improvements within the limits of construction are indicated on the site improvement plans. Demolition operations will be conducted in a manner to minimize interruption of the existing utilities serving adjacent occupied or operating facilities. Existing utilities that are no longer required and that do not interfere with proposed new work will be abandoned in place.

Fill Material

Based on the limited information presented in the Preliminary Geotechnical Report included with the RFP and further discussions with the Geotechnical Engineer, it is anticipated that a significant amount of clay material will be encountered during excavation/earthwork activities. It is anticipated that there will be a sufficient amount of acceptable material for use as fill. All excavations are considered classified and to designed subgrades. If any material is needed to be imported due to lack of suitable on-site fill material, the cost will be from the Owner's Contingency. If directed to provide a means to dry out or otherwise handle the existing material in order to maximize the re-use of on-site material, the cost of the mitigating work and costs related to any associated schedule impacts will be from the Owner's Contingency.

6,000 cy of surplus material will be deposited in the NW corner of the site in an area to be cleared. If all 6,000cy cannot be deposit there, the cost to haul the material offsite will be paid by the Owner, as an Add Alternate of \$60,000.

Topsoil

It is anticipated that the topsoil available on-site will be suitable for use in establishing new green areas, as is, and in sufficient quantities. If any topsoil amendments are required to pass specific soil analysis criteria or material is needed to be imported due to lack of suitable on-site topsoil material, the cost will be from the Owner's Contingency.

Existing Road Improvements

A traffic impact study was done January 2014 by the County and included the following requirements. A 12ft wide right turn lane is required from Courthouse Road onto Boydton Plank Road. A 12ft wide right turn land is required at the Boydton Plank Road entrance into the site. Lengths of turn lanes and tapers are as indicated on plans.

Pavement Sections

Pavement Designs

Pavement designs are based on the Preliminary Geotechnical Report included with the RFP that contains pavement section recommendations based on soil conditions, projected traffic loads and design life requirements. Heavy duty is in main entrances, drives, and turn lanes. Light duty is in parking areas.

Heavy Duty Asphalt

6 inches of compacted aggregate base material includes a 3-inch thick of asphalt concrete base and a 2-inch thick of asphalt concrete surface.

Light Duty Asphalt

6 inches of compacted aggregate base material includes 2-inch thick wearing course of asphalt.

Parking

There are parking lots on site for the existing buildings and new parking lots will be added for the improvements. The area of the new and existing buildings is approximately 148,200sf. The master plan indicated a parking ratio of 1 parking space per 300sf of building area which equals a required parking of 494 spaces. The plan provides 494 parking spaces per Planning and Zoning requirements.

Site Drainage

The existing site drainage for the project is collected using surface drainage, drop inlets and catch basins and conveyed using storm drain pipes, culverts and ditches to the surrounding drainage ways.

Storm drainage work for this project will consist of installation of storm pipes, swales, drop inlets, and curb inlets to collect and convey the drainage to the stormwater management facility. A wet pond with safety bench, sediment forebay, and clay liner will be utilized to satisfy water quality and water quantity requirements. Discharge from stormwater facility will outfall at existing drainage ways. Rip rap will be provided at the outfall. All drainage work will be designed in accordance with Virginia Stormwater Management requirements. The proposed pipes and swales will be designed to convey the 10-year discharge and resist erosion from the 2-year discharge. Drainage inlets will be sized based on rainfall intensity of 4in/hr.

Existing off-site drainage patterns that traverse the site and bypass the current detention pond, will continue to be conveyed through the existing network, bypassing the wet pond.

Stormwater Management

BMP

The schematic plans are based on converting the dry detention pond into a wet pond to satisfy the water quality requirements. This is based on the anticipation of encountering suitable clay material at the bottom of the pond excavation or with some minor rework of the excess clay material from other site excavation/earthwork. Based on discussions with the Geotechnical Engineer the existing clay is suitable for use in establishing a wet pond and it is anticipated we will encounter the clay stratum at the bottom of the pond excavation.

If the pond remains a Dry Pond due to insufficient clay stratum at the bottom of the pond excavation, or inability to perform as intended, the purchase of Nutrient Credits by the County will be required.

The proposed wet pond will be designed to capture and store runoff from the new impervious areas as well as the existing impervious areas that were designed to discharge to the existing pond. Design will be in accordance with the requirements of the Virginia Stormwater Management requirements.

Erosion Control

Erosion control devices will be installed as required to prevent degradation of properties adjacent to the site and stream channels, waters and other natural resources downstream of the site. Construction entrances will be utilized as designated entrances. Silt fence will be installed near the limits of construction. Tree protection will be required around the trees to remain. Inlet protection will be provided for all drop inlets and catch basins within the limits of construction. Safety fence will be provided to keep public from entering the new building site. Rock check dams will be installed at the existing outfall ditches. All culverts and storm drain outlets within the project area that discharges either into open channels or onto embankments will be provided with rip-rap protection at the structure outlet in order to prevent erosion. Topsoil will be stripped and stockpiled for later use in planter beds, landscape islands, turf and other pervious areas.

All erosion and sediment control will also be in accordance with the Virginia Erosion and Sediment Control Handbook.

Water

A new drinking water well and pump house is being constructed by the County to serve the existing and proposed improvements. The County will equip the new pump house with booster pump and tanks required to provide sufficient yield and pressure to the complex. The County will tie-in the existing well before the pump house to provide a redundant water source to the complex. This work is currently under construction and is anticipated to be complete prior to demolition of the existing well, required prior to starting construction of the new Administration Building.

A new 8-inch schedule 40 PVC water line for fire protection and 4-inch schedule 40 PVC for domestic will be connected from the existing pump house and extended to the new buildings. Fire hydrants will be provided along the new waterline. New waterline and fire hydrants locations are as indicated on plans. Thrust restraint at bends, tees and valves will be provided for all water mains. Existing water services for the Pamplin Building and EMS (new IT) building will be connected to the new waterline.

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Fire water lines and domestic water service lines for the proposed buildings will be connected from the 8-inch and 4-inch waterlines. Domestic water service lines will be sized per the AWWA M22 criteria. Fire protection water service lines will be sized to provide adequate fire flow to existing hydrants and buildings.

Sewer

The existing site is served by an onsite sewage pump station that discharges off site to the County Treatment Plant. Based on information provided by the County, pump station upgrades are not required, and are not included.

New 8 inch SDR-26 PVC gravity sewer main will be required to each of the new buildings. Manholes will be required for the gravity lines. Manholes will be provided minimum every 400ft and at every change in direction. 4 and 6 inch service lines with cleanout will connect from the new buildings to the 8 inch main. Existing sewer services will connect to the 8 inch main. Sewer mains and laterals will be SDR-26 PVC unless the cover is less than 3ft or more than 10ft.

Landscaping

Landscaping will be provided in accordance with the Dinwiddie County zoning ordinance to provide 10% tree cover. Peripheral parking lot landscaping and interior parking landscaping will also be provided. A 10ft landscape buffer will be provided where the existing vegetation is not comparable to the buffer in the vicinity of the Public Safety Building.

Permits

The Dinwiddie County Planning and Zoning Department will issue the Erosion and Sediment Control approval and the Stormwater Management Approval. Since the disturbed area is more than 1 acre a Stormwater Management Permit will be obtained in accordance with the Virginia Stormwater Management Program (VSMP) requirements.

A wetland permit will be required from the Army Corp of Engineers (ACOE) to allow approval of roadway and parking improvements in the vicinity of existing wetlands.

STRUCTURAL DESIGN NARRATIVE – ADMINISTRATION BUILDING

Foundation Construction:

The structure will be supported by a shallow foundation system consisting of continuous concrete wall footings, and column footings supporting the steel columns. The concrete wall footings will provide support for the masonry shear walls as well as the exterior non-load bearing walls.

Based on the Preliminary Geotechnical Engineering Study provided by Atlantic Geotechnical Services (dated November 18, 2013) with the RFP, an allowable bearing pressure of 2500 PSF was used for the preliminary design of the footings. If the bearing capacity of 2500psf is not achieved through normal compaction at the bottom of the excavation, the additional work and/or redesign will be drawn from the Owner's Contingency.

1st Floor Construction:

The first floor slab will be 4" thick reinforced concrete slab-on-grade reinforced with W.W.F 6x6-W2.1xW2.1. All interior slabs will be poured over a 15 mil vapor barrier, over 4" depth of porous fill. The concrete for the 4" thick slabs will have a 28-day minimum compressive strength (f'c) of 3,500 psi.

2nd Floor Construction:

The second floor construction consists of a 5 inch total depth lightweight concrete slab on top of 2" VLI composite decking. The deck will be supported by secondary composite steel beams spaced at a maximum of 8 feet on center. The secondary beams will be supported by primary beams, columns, and/or reinforced masonry walls.

Roof Construction:

Steel bar joists spaced approximately 5'-6" on center and sloped to drain will support the high and low roof areas of the building. Joists will be supported by steel wide flange beams, columns, and/or reinforced masonry walls.

Lateral loads will be transferred from the exterior walls to the steel and concrete floor and roof diaphragms. The diaphragms transfer lateral loads to masonry shear walls and steel braced frames located throughout the structure. The shear walls and braced frames then transfer the lateral loads to the foundations.

Wall Construction:

The non-load bearing walls will consist of brick veneer and 6 inch cold-formed steel stud walls. The studs will be spaced at 16" on center will be 18 gage minimum.

The shear wall construction will consist of eight (8) inch CMU. The CMU Net Compressive Strength will be 2000 psi. CMU bond beam lintels will be primarily utilized to support framing above openings. The CMU will be reinforced to meet the requirements for both out-of-plane and in-plane lateral forces due to wind and/or seismic loads.

Code Requirements:

Design Loads:

Live Loads:

Slab-on-grade	100 PSF
Office	50 PSF (Plus 15 PSF partition allowance)
Lobbies	100 PSF
Corridors	100 PSF
Corridors above first floor	80 PSF
Stairways	100 PSF
Storage	125 PSF
Roof	20 PSF

Snow Loads:

Ground Snow Load	20 PSF
Exposure Factor	1.0
Snow Importance Factor	1.0
Thermal Factor	1.0
Flat Roof Snow Load	14 PSF
Rain-on-Snow Surcharge Load	5 PSF

Wind Loads:

Ultimate Design Wind Speed	115 MPH
Normal Design Wind Speed	90 MPH
Wind Exposure	B
Risk Category	II
Internal Pressure Coefficient	±0.18

Seismic Design Data:

Occupancy Category	II
Seismic Importance Factor	1.0
Sds	0.120g
Sd1	0.05g
SITE CLASS	D

Design Code Criteria:

All structures will be designed in accordance with the International Building Code, 2012 edition

STRUCTURAL DESIGN NARRATIVE – PUBLIC SAFETY BUILDING

Foundation Construction:

The structure will be supported by a shallow foundation system consisting of continuous concrete wall footings, and column footings supporting the steel columns. The concrete wall footings will provide support for the masonry shear walls as well as the exterior non-load bearing walls.

Based on the Preliminary Geotechnical Engineering Study provided by Atlantic Geotechnical Services (dated November 18, 2013) with the RFP, an allowable bearing pressure of 2500 PSF was used for the preliminary design of the footings. If the bearing capacity of 2500psf is not achieved through normal compaction at the bottom of the excavation, the additional work and/or redesign will be drawn from the Owner's Contingency.

Floor Construction:

The first floor will be 4" thick reinforced concrete slab-on-grade reinforced with synthetic fibers. The garage and sally port concrete slab-on-grade will be a 6" thick unreinforced slab. All interior slabs will be poured over a 15 mil vapor barrier, over 4" depth of porous fill.

Roof Construction:

Steel bar joists spaced approximately 5'-6" on center and sloped to drain will support the roof area of the building. Joists will be supported by steel wide flange beams, columns, and/or reinforced masonry walls.

Lateral loads will be transferred from the exterior walls to the steel and concrete floor and roof diaphragms. The diaphragms transfer lateral loads to masonry shear walls located throughout the structure. The shear walls then transfer the lateral loads to the foundations.

Wall Construction:

The non-load bearing walls will consist of brick veneer and 6 inch cold-formed steel stud walls. The studs will be spaced at 16" on center will be 18 gage minimum.

The shear wall construction will consist of eight (8) inch CMU. The CMU Net Compressive Strength will be 2000 psi. CMU bond beam lintels will be primarily utilized to support framing above openings. The CMU will be reinforced to meet the requirements for both out-of-plane and in-plane lateral forces due to wind and/or seismic loads.

Code Requirements:

Design Loads:

Live Loads:

Vehicle Bays	250 PSF & HS25
Physical Training	125 PSF
Storage	125 PSF
Slab-on-grade	100 PSF
Roof	20 PSF

Snow Loads:

Ground Snow Load	20 PSF
Exposure Factor	1.2
Snow Importance Factor	1.0
Thermal Factor	1.0
Flat Roof Snow Load	17 PSF
Rain-on-Snow Surcharge Load	5 PSF

Wind Loads:

Ultimate Design Wind Speed	120 MPH
Normal Design Wind Speed	93 MPH
Wind Exposure	B
Risk Category	II
Internal Pressure Coefficient	±0.18

Seismic Design Data:

Occupancy Category	IV
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Seismic Importance Factor	1.5
Sds	0.120g
Sd1	0.05g
SITE CLASS	D

Design Code Criteria:

All structures will be designed in accordance with the International Building Code, 2012 edition.

PLUMBING SYSTEMS NARRATIVE

General Plumbing Requirements

All plumbing systems proposed for this building will be designed in accordance with the Virginia Uniform Statewide Building Code (VUSBC), 2012 edition, including all referenced Model Codes and Standards. The applicable codes and standards referenced by the VUSBC are as follows:

- State of Virginia Plumbing Code 2012
- State of Virginia Fuel Gas Code 2012
- State of Virginia Energy Conservation Code 2012
- ADA Standards for Accessible Design 2010
- Virginia Construction and Professional Services Manual 2014, rev. 0

- Sanitary soil, waste, vent and storm piping, all sizes, will be no hub cast iron soil pipe above ground, ASTM A-74.
- Storm and sanitary underground will be Schedule 40 PVC with DWV fittings.
- Domestic hot and cold water piping will be Type "K" copper below ground, Type "L" copper above ground. ANSI H23-1, copper, brass, or bronze fittings ANSI A40.3 95-5 solder.
- All hot water piping insulation as required by 2012 Energy code.
- ½" fiberglass insulation will be installed on all horizontal rain leaders in ceiling plenum areas of the building.
- Cast Iron will be used in all Plenum ceilings.

Administration Building

The domestic water will enter the building from the site. A reduced pressure zone back flow preventer will be provided at the point of entry to the building to protect the complex water system. The domestic water will serve the toilet room fixtures, janitor's sinks and kitchenette sinks. Wall hydrants will be located around the building with a maximum spacing of 100 feet. The incoming water service will be 3" in size and provide a maximum velocity of 4 feet per second.

Given the small domestic hot water load for the facility, a centralized water heating system would not be cost effective. A series of small, electric tank type water heaters will be provided to satisfy the facilities domestic hot water needs. A hot water recirculation system will be provided where required by Code.

Zone isolation/shut-off valves will be installed in cold/hot water, heating hot water, chilled water, steam, and other service piping to allow maintenance and replacement of terminal equipment without interrupting service to large sections or the entire building.

Floor drains will be provided in all mechanical spaces and toilet rooms.

Public Safety Building

The domestic water will enter the building from the site. A reduced pressure zone back flow preventer will be provided at the point of entry to the building to protect the complex water system. The domestic water will serve the toilet room fixtures, showers, janitor's sinks and kitchenette sinks. Wall hydrants will be located around the building with a maximum spacing of 100 feet. The incoming water service will be 3" in size and provide a velocity of 4 feet per second.

Given the facility showers, there will be a significant domestic hot water load for the building, a centralized water heating system will be utilized. A large tank type water heater will be provided to satisfy the facilities domestic hot water needs. A hot water recirculation system will be provided.

Holding cells will be fitted with institutional style stainless steel combination lavatory water closets.

Zone isolation/shut-off valves will be installed in cold/hot water, heating hot water, chilled water, steam, and other service piping to allow maintenance and replacement of terminal equipment without interrupting service to large sections or the entire building.

Floor drains will be provided in all mechanical spaces and toilet rooms.

Plumbing Fixtures

Plumbing fixtures are anticipated to consist of the following:

Water Closet – ADA

- Flush Valve – Brass Construction with Chrome Finish, Chloramine Resistant
- Vitreous China, Fully Glazed, Elongated, Siphon Jet
- 1.28 gpf
- White Solid Plastic Open Front Elongated Seat, Less Cover, with External Check Hinges and Integral Bumpers.
- Height 17"-19"

Water Closet – Non-ADA

- Flush Valve – Brass Construction with Chrome Finish, Chloramine Resistant
- Vitreous China, Fully Glazed, Elongated, Siphon Jet
- 1.28 gpf
- White Solid Plastic Open Front Elongated Seat, Less Cover, with External Check Hinges and Integral Bumpers.
- Height 15"

Urinal – ADA

- Flush Valve, Sensor Operated, Brass Construction with Chrome Finish and Adjustable Tail-piece
- Vitreous China, Fully Glazed 2" Trapway
- .125 gpf

Lavatory

- Vitreous China, ADA Compliant
- Under-mount with Overflow
- Faucet, Sensor Operated, Chrome Plated Solid Brass with Grid Strainer
- Cast Brass Polished Chrome
- 0.5 gpm
- Below Deck Thermostatic Mixing Valve, ASSE 1070
- ADA Vinyl Molded Insulation with Nylon Fasteners

Sink – ADA

- Stainless Steel, 20 Gauge, Fully Coated Underside
- Offset Grid Strainer
- Gooseneck Faucet, Single lever with Pull Out Spray, Cast Brass with Polished Chrome Finish
- 1.8 gpm Aerator
- ADA Vinyl Molded Insulation with Nylon Fasteners

Refrigerator Box

- Plastic Box with Integral Water Hammer Arrestor

Shower - ADA

- Fiberglass
- ASSE Approved Balance Valve
- ADA Wand, Bar and 5ft Hose

Lab Sink - ADA

- Stainless Steel, 20 Gauge
- Emergency Eyewash Faucet, approved ANSI/OSHA with Mixing Valve Solid Brass with Chrome Finish. Design based on Speakman.

Sink

- Stainless Steel, 20 Gauge
- Gooseneck Faucet with 4" Wrist Blade Handles Solid Brass with Chrome Finish

Water Cooler Elkay Swirl-Flo

- Bi-Level – 8.0 gph, 50 Degree Water
- Stainless Steel with Front and Side Push Pads

Mop Sink

- Molded Stone, 24"x24"x10"
- Wall Mounted Faucet with Hose Thread, Vacuum Breaker and Yoke Mount Support, Solid Brass with Chrome Finish, 1/4 Turn Handles

Electric Water Heater

- 119 Gallons
- On Concrete Pad
- Hot Water Recirculation Pump
- Floor Drain for Relief Line

Electric Water Heater

- 50 Gallons
- On Concrete Pad
- Hot Water Recirculation Pump
- Floor Drain for Relief Line

Electric Water Heater

- 200 Gallons
- On Concrete Pad
- Hot Water Recirculation Pump
- Floor Drain for Relief Line

Wall Hydrant

- Freeze Proof
- Isolation Valve

Backflow Preventer – Water Room

- 3" Reduced Pressure Zone Assembly, Isolation Valve and Wye Strainer
- Floor Drain for Backflow Relief Line

Floor Drain in Mechanical Rooms

- 4" with Trap Primer

Elevator Sump Pump

- Discharge to Oil Interceptor

MECHANICAL SYSTEMS NARRATIVE

Codes and Standards

All mechanical systems proposed for this building will be designed in accordance with the Virginia Uniform Statewide Building Code (VUSBC), 2012 edition, including all referenced Model Codes and Standards. The applicable codes and standards referenced by the VUSBC are as follows:

- State of Virginia Mechanical Code 2012
- State of Virginia Fuel Gas Code 2012
- State of Virginia Energy Conservation Code 2012
- Virginia Construction and Professional Services Manual 2014, rev. 0

HVAC Design Temperatures

	<u>SUMMER</u>	<u>WINTER</u>
Indoor	74°F db ± 2°F/50% RH	70°F db ± 2°F
Outdoor	93°F DB/78°F WB	17°F DB

Administration Building

The Administration Building mechanical system will consist of two packaged, variable air volume, rooftop units suitable for enthalphy type economizer operation. Variable air volume operation will be achieved through variable frequency drives, consisting of a maximum of two 80 ton hi-capacity rooftop units. Duct shaft(s) will be utilized to transport air to the first floor.

Public Safety Building

The Public Safety Building mechanical system will consist of a packaged, variable air volume, rooftop unit suitable for enthalphy type economizer operation. Variable air volume operation will be achieved through variable frequency drives. A maximum of 60 ton hi-capacity rooftop unit is anticipated. A second dedicated constant volume rooftop unit will be provided for the Emergency Communications Center. This unit is anticipated to be a maximum of 7.5 tons. Changeover dampers for utilization of the same supply air ductwork will be provided. The Data Room is anticipated to require a maximum of 8 ton computer room air conditioning unit with associated condensing unit located on the roof. This will provide sufficient cooling for six tons of heat load or 20 kW of electronic heat load. Back-up cooling will be provided by a shut-off type VAV terminal unit connected to the central rooftop unit duct system and capable of delivering 2400 cfm of building air. The Sallyport and garage areas will be heated and ventilated to remove vehicle exhaust fumes.

Institutional GRD's will be provided in areas which may contain prisoners. Holding cell area will be classified I-3. A smoke removal and pressurization system will be required. Fire/smoke dampers will be provided at ductwork penetrations. A smoke control fire alarm panel will be provided with an interface to the mechanical equipment serving the holding cell area.

Thermostatic Zoning and Space Comfort

Each classroom, conference room, large meeting room, will be an individual thermostatic zone. Offices with similar exterior exposure and internal heat gain will be grouped together with each zone containing no more than 1500 square feet. Men's and Women's restrooms will be zoned to facilitate exhaust requirements, space pressurization and odor control. Corridors and other public spaces will be zoned according to exterior exposure and air distribution requirements. Holding cells and other prisoner areas will be 100% exhausted with no return air.

Series Fan Powered Terminal Units – Series fan powered terminal units will be factory manufactured, assembled, and tested, pressure independent unit with modulating, electric heat, electronic controls, space thermostat with over-ride and night setback, control enclosure, internal insulation, and centrifugal, direct-drive circulating fan with solid state variable speed control. The units will have single point electrical connections, factory mounted disconnect switches, and disposable air filters. One (1) terminal unit will be provided per 1500 SF (average) of usable floor area. One (1) sensor will be provided per VAV box. One (1) supply diffuser will be provided for every 250 SF (average) of usable floor area. Return air will be routed through ceiling mounted return grilles attached to lined transfer ducts to mitigate sound transmission between adjacent spaces. Ceiling space will be used as a return air plenum.

Miscellaneous Equipment (typical for each building)

- Stairwells will be heated using vertical electric cabinet unit heaters. One heater will be provided on the first floor.
- Roof mounted constant volume exhaust fans will be provided for building restroom and janitor's closet exhaust. Spaces requiring exhaust will be grouped together on a single fan whenever possible.
- The electrical rooms located in the core area of each office floor will be ventilated using an inline exhaust fan discharging directly to the ceiling return air plenum.
- The sprinkler room(s) and mechanical room will be heated using fan forced unit heaters.
- The Data Room(s) will be air conditioned by a DX, split system heat pump. Condensing unit(s) will be located on the roof.

Mechanical Control System

- A Direct Digital Control system will be provided for the control of the building HVAC equipment. The system will be open protocol utilizing BACnet. The packaged rooftop units will be fitted with the manufacturer's integrated control system. The system will be capable of optimum start/stop, demand limiting, demand controlled ventilation, night setback, and night setback time accumulation recording, system security, energy management, scheduling and off-site communications/alarm systems capabilities. An internet connection will be provided and a web based interface available for offsite monitoring.
- Grilles, Registers, Diffusers
 - Factory-fabricated aluminum units with edges rolled or rounded where exposed to view, and factory painted with off-white enamel finish will be provided. Diffusers in the same room will have same face design. Diffusers will be square or rectangular to fit within the grid of the acoustical ceiling tile (lay-in type). Diffusers will be designed to deliver air in a horizontal 4-way pattern. Registers and grilles will be square or rectangular suitable for acoustical ceiling tile (lay-in type). Registers will be provided with factory-fabricated, opposed blade dampers, key or screwdriver operated from the face of the unit. Each unit will have rubber or plastic installation gaskets. Registers will be double deflection sidewall-mounted with air extractor and opposed blade balancing damper. Lobby and corridors will have linear type slot diffusers.

Ductwork/Distribution

- Medium pressure ductwork systems will be galvanized sheet metal, fabricated and erected per SMACNA Medium Pressure Rectangular Duct Construction Standards, (3" W.G. Positive) Seal Class B using TDC/TDF joints.
- Low pressure supply air ductwork downstream of the fan powered terminal units will be galvanized sheet metal, fabricated and erected per SMACNA Low Pressure Rectangular Duct Construction Standards (2" W.G. Positive), Seal Class B.
- Exhaust and building relief ductwork will be galvanized sheet metal, fabricated and erected per SMACNA Low Pressure Rectangular Duct Construction Standards, (2" W.G. Negative) Seal Class B using slide and drive transverse connections.
- Fire dampers will be installed as required by code.
- Airflow balancing dampers will be installed downstream of VAV boxes at each branch duct takeoff of the main as well as in the takeoff to each grille, diffuser and register.
- Ductwork will be internally insulated as required with flexible fiberglass of ½", 2# per cubic foot density where specifically indicated.
- Exhaust ductwork will not be insulated.
- Concealed supply will be externally insulated with flexible glass fiber duct insulation with foil vapor barrier facing, 2 inches nominal thickness, equal to Owings-Corning fiberglass faced duct wrap series 100.
- The first 10 linear feet of ductwork directly downstream of each series fan powered terminal unit will be internally insulated to mitigate equipment noise.
- Internally lined z-type transfer ducts will be provided where air is returned from the ceiling plenum across full height walls back to open return air ductwork.
- Smoke detectors will be provided and installed in the return air ducts at each floor and upstream of the outside air

intake connection. The detectors will be connected to the DDC and fire alarm system in order to terminate the operation of the system in the event of the detection of smoke in the ductwork.

- All concealed wiring will be plenum-rated cable (low voltage only). All line voltage or exposed wiring will be in conduit.

Testing, Balancing, Operation

- An independent third party certified test and balance will be performed for the medium pressure duct system, the terminal units, the exhaust or return systems, and all the air devices at the completion of the construction process and prior to occupancy.
- A complete operations manual will be provided, along with eight (8) hours of individualized training in the operation of the DDC controls (including scheduling, demand limiting, billing for overtime operation, security procedures, alarm paging, and control of space temperatures), recommended preventative maintenance procedures, and system upgrading.

ELECTRICAL NARRATIVE

Applicable Codes and Standards

All electrical systems proposed for this building will be designed in accordance with the Virginia Uniform Statewide Building Code (VUSBC), 2012 edition, including all referenced Model Codes and Standards. The applicable codes and standards are as follows:

- Virginia Statewide Fire Prevention Code, 2012
- Virginia Energy Conservation Code, 2012
- National Electric Code (NFPA 70), 2011
- Safety Code for Elevators and Escalators ANSI/ASME A17.1, 2010
- NFPA 72, National Fire Alarm Code, 2007
- Virginia Uniform Statewide Building Code (VUSBC), 2012
- Americans with Disabilities Act (ASAD), 2010
- Virginia Construction and Professional Services Manual 2014, rev. 0

Electrical Services

New Administration Building

The electrical service will initiate at the service pad mounted transformer which will serve the main distribution panelboard rated at 480/277V, 3-phase, 4-wire, 1200 Amps and will be located in the main electrical room. The main service disconnect device will be an electronic trip LSIG type circuit breaker. A remote-mounted surge protection device (SPD) will be provided adjacent to the main service switchboard. The SPD will be rated 400 kA per phase, 200 kA per mode. The entire facility will have emergency back-up power via a 600 kW diesel powered generator with subbase mounted fuel tank to provide 24 hours minimum of continuous power.

The electrical service estimated load is provided below:

ADMINISTRATION BUILDING
480/277V, 3-phase, 4-wire

1200A, switchboard, with main circuit breaker with GFI, and adjustable trip settings
 The building will have full generator power back-up provided by the diesel powered package generator.

ELECTRICAL LOAD SUMMARY			
LOAD DESCRIPTION	CONNECTED LOAD	DEMAND FACTOR	DEMAND LOAD
LIGHTING	41.6 KVA	100%	41.6 KVA
EXTERIOR LIGHTING	24.9 KVA	100%	24.9 KVA
RECEPTACLES	166.2 KVA	NOTE - 1	88.1 KVA
AIR CONDITIONING	332.4 KVA	70%	232.7 KVA
VENTILATION	265.9 KVA	100%	265.9 KVA
MISCELLANEOUS	290.9 KVA	60%	174.5 KVA
ELEVATOR	58.2 KVA	70%	40.7 KVA
TOTAL	1263.1 KVA		868.4 KVA

NOTES:

1. 1st 10 kVA @ 100%, REMAINDER @ 50%

New Public Safety Building

The electrical service will initiate at the service pad mounted transformer which will serve the main distribution panelboard rated at 120/208V, 3-phase, 4-wire, 1200 Amps and will be located in the main electrical room. The main service disconnect device will be an electronic trip LSIG type circuit breaker. A remote-mounted surge protection device (SPD) will be provided adjacent to the main service switchboard. The SPD will be rated 400 kA per phase, 200 kA per mode. The entire facility will have emergency back-up power via a 350 kW diesel powered generator with subbase mounted fuel tank to provide 7 days of continuous power.

EOC-POLICE BUILDING

208/120V, 3-phase, 4-wire

1200A, switchboard, with main circuit breaker with GFI, and adjustable trip settings

The building will have full generator power back-up provided by the diesel powered package generator.

ELECTRICAL LOAD SUMMARY			
LOAD DESCRIPTION	CONNECTED LOAD	DEMAND FACTOR	DEMAND LOAD
LIGHTING	14.4 KVA	100%	14.4 KVA
EXTERIOR LIGHTING	3.6 KVA	100%	3.6 KVA
RECEPTACLES	198.0 KVA	NOTE - 1	104.0 KVA
AIR CONDITIONING	72.0 KVA	80%	57.6 KVA
VENTILATION	63.0 KVA	100%	63.0 KVA
MISCELLANEOUS	72.0 KVA	60%	43.2 KVA
ELEVATOR	0.0 KVA	80%	0.0 KVA
TOTAL	441.0 KVA		298.4 KVA

NOTES:

1. 1st 10 kVA @ 100%, REMAINDER @ 50%

Typical For All Buildings

Power Distribution

Power will be distributed throughout the building to 120/208V panelboards located in electrical closets located on the different floors. Branch circuit panel boards will be equipped with 20% spare breakers. A remote-mounted surge protection device (SPD) will be provided adjacent to branch circuit panelboards serving critical and/or sensitive loads. The SPD will be rated 400 kA per phase, 200 kA per mode. Panelboards serving IT equipment will be 200% neutral type.

The elevator and large mechanical loads will be fed directly from the main panelboard. Other mechanical loads will be fed from distribution type panels. Variable frequency drives will be provided for select mechanical equipment. Phase loss protection will be provided for major motors.

Short Circuit Rating

All electrical power distribution components will have a short circuit withstand rating that exceeds the available fault duty at that point in the system. Components will be fully rated. Series rated devices will not be used.

Motors

Motors ½ hp and less will be supplied by 120V circuits. Motors greater than ½ HP will be 208V, 3-phase circuits.

Receptacles

In offices and classrooms, receptacles will be arranged for a maximum of six duplex outlets per 20A, 1-pole circuit, 120V. All duplex and special purpose receptacles indicated for specific equipment will typically be on a separate dedicated circuit. Workstations and offices will be designed with one (1) duplex receptacle on each of the three walls and (1) double duplex receptacle at the wall adjacent to the desk. Conference rooms and common areas will be designed with one (1) duplex receptacle per wall. Typically receptacles will be spaced on 12-foot centers. Corridors will be designed with a receptacle spacing of approximately 40 feet. Building support (equipment rooms, storage) will be designed with one (1) duplex receptacle per wall or one (1) per every 150 square feet whichever is greater. All receptacles will be marked with panel name and circuit number on the rear of the cover plate.

Ground Fault Receptacles

Ground fault receptacles will be installed within 6'0" of a water source, outdoors for general use, on roof within 20 feet of mechanical equipment and in mechanical equipment rooms.

Exterior weatherproof GFI duplex convenience outlets will be provided in the service entrance area, and in the vicinity of exterior electrical and mechanical equipment in accordance with code. Exterior receptacles will be spaced at not more than 100 feet on center along the perimeter of the building.

Wiring Methods

Electrical metallic tubing (EMT) will be used indoors for feeders and branch circuit work run exposed or concealed in dry construction. Galvanized rigid steel conduit (RSC) will be used where exposed outdoors, or where raceway might be a subject to physical damage indoors. Conduit stubbed from below grade will be RSC. Flexible metal conduit will be used for the connection of interior lighting fixtures, motors, dry type transformers, and miscellaneous equipment, and in lengths less than six feet. PVC Schedule 40 conduit will be used outdoors below grade, direct buried. Minimum conduit size will be ¾".

Wiring will be copper, except aluminum will be used for large feeders. Insulation will be 600V, THHN, THWN or XHHW. Conductors will be sized to accommodate a maximum system voltage drop at 5% with 2% allowed on feeders and 3% on branch circuits.

Grounding System Description

A complete equipment grounding system will be provided such that all metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames and all other conductive items operate continuously at ground potential and provide a low impedance path to ground for possible fault currents. Ground system resistance will be 5 ohms or less.

The reference ground for the equipment grounding system will be established from the following grounding electrodes, all bonded together to provide a single point grounding system: Counterpoise loop encircling the building, copper clad driven ground rods bonding to the building steel, grounding triads, concrete encased electrode and cold water bond.

Wall mounted ground busses will be provided in each electrical, telecom room and server room. These ground busses will be bonded to the main ground bus in the main electrical room with insulated copper cable in conduit.

Grounding connections will be made with compression fittings or exothermic welds.

A separate insulated green grounding conductor will be provided for each single and 3-phase feeder and branch circuit. The grounding conductor will be run with the related phase and neutral conductors. Panel feeders installed in more than (1) raceway will have individual, full sized, green grounding conductor in each raceway. The equipment grounding system will not rely on the metallic raceways for grounding continuity.

A static dissipative floor tile system will be installed in the IT data center.

Lighting

Lighting fixtures will typically be 120V. The 120V lighting will generally be limited to 3200VA per 20A, 1-pole circuit. Lighting fixtures will be LED type, with 4100K color temperature. Fixture lighting power density will not exceed 1 watt per square foot. Refer to lighting plans for general lighting approach, fixture descriptions, etc. Drawings are for guidance only, and actual fixture quantities, types, etc. will change as design progresses.

Room	Recommended Footcandle Level (FC)
Corridors **	10-20 FC
Work Areas*	30-50 FC
Computer Classroom*	30-50 FC
Conference Rooms/Multi-purpose Rooms*	30-50 FC
Lobbies **	20-25 FC
Toilets*	10-20 FC
Storage*	5-10 FC
Equipment Rooms and Unfinished Tenant Spaces	30-40 FC
Offices*	30-50 FC
Stack Lighting	20 FC minimum on Stack Face @12" AFF and 40 FC maximum with a maximum uniformity ratio of 2:1 (maximum-to-minimum)

*Occupancy sensors will be utilized in these spaces. Daylighting sensors will be included in areas adjacent to exterior walls with glazing.

** Lighting circuits will be connected to a lighting contactor controlled by the DDC system in these spaces.

Site Lighting

Exterior lighting will consist of either direct buried, or on concrete base, pole-mounted lighting fixtures to provide lighting levels in the parking areas and exterior walkways in accordance with local ordinances, IES (Illuminating Engineering Society) recommendations.

Building lighting will be architectural styled wall packs strategically positioned and coordinated to complement the building exterior. All site lighting will be controlled by a photocell – Time clock and may be tied into the DDC system to. Minimum wire size will be #10. Exterior branch circuits (direct buried) will utilize schedule 40 PVC conduits. Schedule 40 PVC conduits will be allowed under the floor slab.

Emergency Lighting

Exit lights will be battery powered LED type, with red lettering, located in all paths of egress. Emergency/night lighting will be provided by un-switched branch circuits with integral battery back-up. This approach allows the project to avoid the added cost of installation and maintenance of a separate Automatic transfer switch for these.

Lighting Control System

In general, the spaces will be designed with Vacancy sensors and dimming (override off) switching. Core elements such as circulation corridors and lobbies along with the exterior lighting will be controlled by a lighting contactor controlled by the DDC system.

Dimming switching with occupancy sensors will be used in offices, meeting rooms, and assembly areas to provide flexible light levels for the user. Lighting controls (other than toggle switches) will be utilized where appropriate

Dimmable fixtures will be designed in predetermined areas as required by the RFP requiring additional flexibility. Dimmable fixtures will be specified with 1% dimming ballasts.

Lightning Protection

Lightning protection will be provided as required by Code. The lightning protection system will meet the requirements of UL, with air terminals on the roof, bonding of mechanical equipment and stacks, bonding of structure and railings, bonding of metallic parts, ground conductors, ground rods, connectors, straps, etc.

FIRE ALARM SYSTEMS – All buildings

The fire alarm system will be a fully addressable fire detection and alarm system that will comply with NFPA 72-2010, the 2012 Virginia Uniform Statewide Building Code, and the 2010 ADA Standards for Accessible Design. It will have a digital alarm communication transmitter for primary and secondary monitoring, in accordance with the reporting requirements of NFPA 72-2010, to report to an off-site central station monitoring facility. The main fire alarm control panel will be located in the main electrical room with remote annunciator located per the schematic plans.

Alarms will be initiated by manual pull stations, smoke and heat detectors, and sprinkler monitor modules.

In response to an initiating signal indicative of a fire emergency, the system will operate a distinctive evacuation signal (temporal code-3). Alarm will be annunciated by horn/strobe and visual strobe notification appliances. Smoke detectors will be provided as required by NFPA 72-2010 minimum requirements for the building's use group.

Alarm Notification Appliances

Visual Strobe Appliances – devices will be located throughout the building in public areas (toilets, corridors, conference rooms, etc.). Location of devices and strobe flash rate and intensity will comply with NFPA 72-2010.

Horn/strobe units will be provided.

Notification appliances will be synchronized.

Weatherproof devices will be provided for exterior installations and any other areas that humidity or water may affect the devices' performance as indicated.

Alarm Initiating Devices

Manual Fire Alarm Pull Stations – will be provided at each exit door, at the exit of each mechanical/electrical room, and at each level of egress stairwells, as required by Code. Devices will be double action and be key-resettable.

Smoke Detectors – Area intelligent photoelectric smoke detectors will be provided in accordance with NFPA 72-2010. Units will be provided as required in selected areas:

- Mechanical equipment rooms.
- Electrical equipment rooms.
- Telecom rooms.
- Where required to activate release of fire doors.
- For elevator recall operation in elevator lobby and possibly in elevator hoist-ways. The fire alarm system will be specified to interface with the elevator controllers for elevator recall.

Heat Detectors – combination rate-of-rise and fixed-temperature units (135 degree, low RTI value) will be provided in the elevator hoist-ways spaced within 24" from each sprinkler head. Heat detectors will be utilized to actuate elevator recall, similar to elevator related smoke detectors. They will not be used for elevator shunt trip. This operation will be accomplished by a dedicated sprinkler flow switch for the elevator shaft and machine room (where applicable), which will open the shunt trip breakers for elevator main power cutoff.

Duct Smoke Detectors – will be provided in HVAC equipment as required by the International Mechanical Code. Duct detectors will also be provided in all ducts with air flows exceeding 2000 cfm.

Elevator Recall Interface (Administration Building only)

Power distribution and fire detection and alarm system interface for elevator recall and shutdown will be provided in accordance with ASME A17.1 (Safety Code for Elevators and Escalators). Recall of elevators to primary or alternate floor level will be automatic based on the operation of the lobby and hoist-way (if applicable) automatic smoke and heat detectors.

The activation of smoke and heat detectors will activate the building fire alarm and initiate elevator recall.

Elevator Shunt Trip (Administration Building only)

The sprinkler branch line for the elevator shaft will be equipped with a non-delay flow switch. Activation of the sprinkler system (signaled by a water flowing condition) will immediately disconnect main line power and activate the fire alarm system.

Fire Alarm System Monitoring

Wet pipe and dry pipe (as applicable) sprinkler systems will be interfaced to the fire alarm system to monitor flow switch, tamper switch, high air, low air and pressure switch conditions. Monitoring of generators and fire pump(s) will be included.

Smoke Control System (Public Safety Building)

The holding cell area will be classified I-3. A smoke removal and pressurization system will be required. Fire/smoke dampers are required at ductwork penetrations. A smoke control fire alarm panel will be required with an interface to the mechanical equipment serving the holding cell area.

ELECTRONIC SAFETY & SECURITY SYSTEMS – All buildings

Access Control System

An access control system will be procured, installed, cable pulled, terminated, tested, and setup-up by the County's vendor. Rough-in (empty conduit and junction boxes) will be provided for separately contracted system installation. Doors with electronic strikes and card readers will be roughed in (conduit to door contact, card reader, and strike) to a junction box above the door.

Empty conduit will be run for the secure parking access control, installed by others, at the automatic electric gates.

Video Surveillance System

Closed circuit television system will be procured, installed, cable pulled, terminated, tested, and setup-up by the County's vendor. Rough-in (empty conduit and junction boxes) will be provided for separately contracted system installation.

Communications (Telephone/Data) Cabling System -All Buildings

A full networking cabling horizontal backbone will be designed to include CAT-6 UTP, copper, horizontal cabling from data closets out to the remote locations. Copper cabling will be utilized from the desktop jack in the room to the IDF and MDF locations located in strategic locations within the building (all runs to be under 295 ft). Cabling will be properly supported with standard J-hook cable supports. IDF and MDF locations will be provided with type AC, fire retardant treated plywood on the walls, and ladder cable tray on the walls above the 7 ft. high level. All racks, cable trays, and equipment will be properly grounded to a copper ground bus bar that is connected to the main building electrical ground in accordance with NFPA 70 and ANSI/BICSI J-STD-607C.

Television Systems (CATV) - All Buildings

A broad band (RF) television cable distribution system utilizing coaxial cable will be installed to serve all locations that require a television, Smartboard, or projector configuration.

In-Building Emergency Communications System – All Buildings as necessary

A complete system of coaxial cable will be provided throughout the facility in order to support an in-building emergency radio communications system. The cable will be installed above accessible ceilings throughout the building, and will support existing emergency communications systems.

Audio-Visual System – All Buildings

Board Room: An audio-visual system will be designed to provide a control cabinet to contain County provided electronic equipment such as a control system to control a Blu-ray player output, computer output, and TV tuner output. System will interface to an output device such as a TV monitor or projection screen.

Training Center: An audio-visual system will be designed to allow for a central speaking position with amplified microphone and movable podium position. A control cabinet will be provided to contain County provided electronic equipment to include components such as an amplifier, a Blu-ray player, a TV tuner, and a control system that is capable to interfacing to a TV or projector to switch inputs to outputs.

Backbone Communications Infrastructure

ISP - Inside Plant

Raised floors will be utilized to run the cabling for information technology in the ECC. Four inch conduits will be provided to bring in service provider lines and to connect telecomm closets (if applicable). Two inch conduit will be extended up to the roof for antenna communications.

OSP - Outside Plant

The OSP backbone infrastructure for each building (New Administration building, New Public Safety building and the existing Courts building) will be served by (1) 24 strand SMFO cable and (1) 25 pair copper telephone cable each, installed in a star topology from the existing Public Safety building through a series of duct banks, handholes and pull boxes as indicated.

FIRE PROTECTION

Applicable Codes and Standards

Virginia Uniform Statewide Building Code (VUSBC) 2012

Virginia Statewide Fire Prevention Code 2012

NFPA 13, Standard for the Installation of Sprinkler Systems, 2010 Edition.

NFPA 20, Standard for the Installation of Stationary Pumps, 2010 Edition.

NFPA 22, Standard for Water Tanks for Private Fire Protection, 2008 Edition

NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems, 2012 Edition

FIRE SPRINKLER SYSTEMS

Water Supply

The water supply for the fire suppression systems will be provided from a new diesel fire pump which draws from a new fire water storage tank, to serve both hydrants and building sprinkler demands. The fire water storage tank will be filled from the new well and pump house installed by the County. The fire pump will be monitored from its control panel, with local alarm signals in the fire pump room and at the FACP for the following conditions:

- ▣ Pump running, failure to start, controller in the "off" or manual position
- ▣ Loss of power in any phase and phase reversal on the line side of the electric motor starter
- ▣ Common trouble signal for other trouble conditions.

The controller will contain indicators to locate the source of trouble. The new building service entrance underground mains will be ductile iron. All materials will be approved for fire protection installations. System installations will be in accordance with the corresponding NFPA standards. Cross Connection Control will be provided at the water tank to protect the domestic water supply.

Automatic and Manual Fire Suppression

The buildings will be equipped throughout with wet pipe sprinkler systems with exception of the Emergency Operations Center Data Room. The Emergency Operations Center Data room in the Public Safety Building will be protected with a pre-action sprinkler system. Each floor will be provided with a Wet Pipe Sprinkler System with a floor control assembly. It will include automatic sprinklers attached to piping supplied with water from the automatic water supply. Water will discharge immediately from sprinklers opened by heat from a fire.

Sprinkler spacing, application densities and design areas will be for light hazard in classrooms, corridors, offices and support spaces. Storage, laboratories, and mechanical rooms will be ordinary hazard occupancies. Flow from any sprinkler system or standpipe will be monitored through the main alarm valve, and will cause an alarm signal to be transmitted to the FACP. All control valves for the sprinkler systems will be supervised. Tampering with a valve will cause a trouble signal to be transmitted to the FACP.









EXHIBIT B
Form of Design-Builder's Certificate

[Date]

County Administrator
Dinwiddie County
P.O. Drawer 70
Dinwiddie, VA 23841

Re: Administration Building, Public Safety Building and Renovations to Existing Buildings (the "Project")

Gentlemen:

The County of Dinwiddie, Virginia (the "Owner") and the joint venture of AHP Construction, LLC. (the "Design-Builder") have entered into that certain Comprehensive Agreement (the "Agreement") dated _____, 2016, under which the Design-Builder has agreed to provide all design, permitting, construction, material, equipment, services and labor and related services in connection with the Project.

The undersigned Design-Builder has been responsible for the completion of the Project in accordance with the Agreement. The Design-Builder has inspected the completed Work and has identified to the Owner, to the best of its knowledge, any portions of the Work that do not conform to the requirements of the Agreement. In connection with the performance of the Work, the Design-Builder certifies to the Owner that:

1. The Project has been completed in all material respects, in accordance with the Agreement, the General Conditions of Contract, and all Legal Requirements.
2. All permits, licenses, approvals and waivers from all local, state and federal authorities having jurisdiction over the Project and private landowners required in connection with the construction of the Project (including, without limitation, all required environmental and land disturbance permits) have been obtained and are in full force and effect, and the Project, as completed, complies in all material respects with all such permits, licenses, approvals and waivers.
3. All subcontractors, sub-subcontractors, suppliers, and materialmen who have performed services, supplied materials or provided labor in connection with the performance of the Work have been paid.
4. The Design-Builder has delivered or caused to be delivered to the Owner all guarantees, warranties and all other documents or items required to be delivered to the Owner under the Agreement and General Conditions of Contract following Substantial Completion of the Work.

5. The Design-Builder will complete or cause to be completed all punch list items identified on behalf of the Owner following Substantial Completion.

6. The Design-Builder is a general contractor, licensed and in good standing with the Commonwealth of Virginia.

7. The Design-Builder has performed or will perform in the future all warranty obligations required under the Agreement and General Conditions of Contract.

The Design-Builder agrees that the Owner and its affiliates and subsidiaries are entitled to rely upon the certifications made by the undersigned herein.

The persons executing this Certificate have the power and authority to execute and deliver this Certificate.

Very truly yours,

AHP Construction, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C
General Conditions



EXHIBIT C
STANDARD FORM OF GENERAL
CONDITIONS OF CONTRACT

Document No. 535

Second Edition, 2010

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Washington, DC



Design-Build Institute of America - Contract Documents LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

- 1. License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
- 2. User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
- 3. Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
- 4. Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
- 5. Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
- 6. Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
- 7. Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

INSTRUCTIONS

For DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition)

General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (DBIA) has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Document on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.</p> <p>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

Specific Instructions

Section	Title	Instruction
General	Purpose of This Document	<p>The General Conditions of Contract provide the terms and conditions under which the Work of the Project will be performed.</p> <p>This document accompanies DBIA Document No. 525 and DBIA Document No. 530 (each referred to herein generally as "Agreement"). It may also be incorporated by reference into other related agreements, as between the Design-Builder and the Design Consultant, and the Design-Builder and the Subcontractor.</p>
General	Checklist	<p>The following Sections reference documents that are to be attached to the Agreement:</p> <p>Section 3.5.1 Owner's Permit List Article 5 Insurance and Bonds Section 9.4.2 Unit Prices</p>
2.1.3	Schedule	<p>The parties are encouraged, if possible, to agree to a schedule for the execution of the Work upon execution of the Agreement or upon establishing the GMP.</p>
2.2.1	Design Professional Services	<p>The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license.</p>
2.3.1	Standard of Care for Design Professional's Services	<p>Design-Builder's obligation is to deliver a design that meets prevailing industry standards. However, DBIA has provided the parties at Article 11 of the Agreement an optional provision whereby if Owner can identify specific performance standards that can be objectively measured, Design-Builder is obligated to design the Project to satisfy these standards if this optional provision is selected. To avoid any confusion and to ensure that the parties fully understand what their obligations are, the specific performance standards should be clearly identified and should be able to be objectively measured. The Design-Builder should recognize that this is a heightened standard of care that has insurance ramifications that should be discussed with the Design-Builder's insurance advisor.</p>
3.5.1	Government Approvals and Permits	<p>Design-Builder is responsible for obtaining all necessary permits, approvals and licenses, except to the extent specific permits, approvals, and licenses are set forth in an Owner's Permit List, which must be attached as an exhibit to the Agreement. The parties, prior to execution of the Agreement, should discuss which permits, approvals and licenses need to be obtained for the Project and which party is in the best position to do so.</p>
5.1.1	Design-Builder's Insurance Requirements	<p>Design-Builder is obligated to provide insurance coverage from insurance carriers that meet the criteria set forth in the Insurance Exhibit attached to Section 10.1 of the Agreement.</p>
5.1.2	Exclusions to Design-Build	<p>Parties are advised that their standard insurance policies may contain exclusions for the design-build delivery method. This Section 5.1.2 requires that any such exclusions be deleted from the policy.</p>
5.2	Owner's Insurance Requirements	<p>Owner, in addition to providing the insurance set forth in this Section and Section 5.3, is also obligated to procure the insurance coverages for the amounts and consistent with the terms set forth in the Insurance Exhibit made part of the Agreement.</p>
5.4	Bonds and Other Performance Security	<p>Design-Builder is only obligated to provide bonds or other forms of performance security to the extent called for in Section 10.2 of the Agreement.</p>

Section	Title	Instruction
8.2.2	Compensability for Force Majeure Events	The parties are provided the option in the Agreement of negotiating whether the Design-Builder is entitled to compensation for Force Majeure Events.
9.4.1	Contract Price Adjustments	Unit prices, if established, shall be attached pursuant to Article 2 of the Agreement.
9.4.3	Payment/ Performance of Disputed Services	When Owner disputes Design-Builder's entitlement to a change order or disagrees with Design-Builder regarding the scope of Work, and nevertheless expects Design-Builder to perform the services, Design-Builder's cash flow and ability to complete the Work will be hampered if Owner fails to pay Design-Builder for the disputed services. This Section provides a balanced approach whereby Design-Builder is required to perform the services, but Owner is required to pay fifty percent (50%) of Design-Builder's reasonable estimated direct costs of performing such services until the dispute is settled. By so doing, Owner does not forfeit its right to deny total responsibility for payment, and Design-Builder does not give up its right to demand full payment. The dispute shall be resolved according to Article 10.
Article 10	Contract Adjustments and Disputes	DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. The General Conditions of Contract provides for the parties' Representatives and Senior Representatives to attempt to negotiate the dispute or disagreement. If this attempt fails, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be submitted to binding arbitration, unless the parties elect in the Agreement to submit their dispute to a court of competent jurisdiction.
10.3.4	Arbitration	The prevailing party in any arbitration shall receive reasonable attorneys' fees from the other party. DBIA supports this "loser pays" provision to encourage parties to negotiate or mediate their differences and to minimize the number of frivolous disputes.
10.4	Duty to Continue Performance	Pending the resolution of any dispute or disagreement, both Owner and Design-Builder shall continue to perform their respective duties under the Contract Documents, unless the parties provide otherwise in the Contract Documents.
10.5	Consequential Damages	DBIA believes that it is inappropriate for either Owner or Design-Builder to be responsible to the other for consequential damages arising from the Project. This limitation on consequential damages in no way restricts, however, the payment of liquidated damages, if any, under Article 5 of the Agreement.
11.4	Design-Builder's Right to Terminate for Cause	If Design-Builder properly terminates the Agreement for cause, it shall recover from Owner in the same way as if Owner had terminated the Agreement for convenience under Article 8 of the Agreement. Owner shall pay to Design-Builder its costs, reasonable overhead and profit on the costs, and an additional payment based on a percentage of the remaining balance of the Contract Price, all as more fully set forth in Article 8 of the Agreement.
Article 12	Electronic Data	Design-Builder and Owner shall agree on the software and format for the transmission of Electronic Data. Ownership of Work Product in electronic form is governed by Article 4 of the Agreement. The transmitting party disclaims all warranties with respect to the media transmitting the Electronic Data, but nothing in this Article is intended to negate duties with respect to the standard of care in creating the Electronic Data.

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Article 1

General

1.1 Mutual Obligations

1.1.1 The *Owner* and the *Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement or Comprehensive Agreement* refers to the executed contract between the Owner and the Design-Builder dated as of September 20, 2016.

1.2.2 *Basis of Design Documents* are the Owner's Project Requirements as specified in the Comprehensive Agreement.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and the Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of the Design-Builder, but is retained by the Design-Builder, or employed or retained by anyone under contract with the Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to the Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2, but not including warranty items.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both the Design-Builder and the Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, extreme drought, hurricanes and other acts of God.

1.2.9 *General Conditions of Contract or General Conditions* refer to this DBIA Document No. 535.

1.2.10 Intentionally omitted.

1.2.11 Intentionally omitted.

1.2.12 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 Intentionally omitted.

1.2.15 Site shall mean only the land on which the Project is located. *Site* shall not include any other property adjacent to the Site, regardless of its owner, including but not limited to any property for which the Design-Builder has obtained Access Agreements to use from third party owners.

1.2.16 Subcontractor is any person or entity retained by the Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 Substantial Completion or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that the Owner can use the Project or a portion thereof for its intended purposes, and which will require, at minimum, approval by all governing authorities with jurisdiction over the Project or such portion thereof, issuance of a certificate of occupancy unless withheld for reasons beyond the control of the Design-Builder, and testing of all systems with operational results satisfactory to the Owner in accordance with the Contract Documents.

1.2.19 Work is comprised of all the Design-Builder's design, construction, permitting and related services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.20 Any capitalized word or term not defined in these General Conditions shall have the meaning set forth in the Agreement.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 The Design-Builder's Representative for the Project shall be Steve Merz during the design and preconstruction phase. During the construction phase _ Ray Considine. The Design-Builder's Representative shall be reasonably available to the Owner and shall have the necessary expertise and experience required to supervise the Work. The Design-Builder's Representative shall communicate regularly with the Owner and shall be vested with the authority to act on behalf of the Design-Builder. The Design-Builder's Representative may be replaced only with the mutual agreement of the Owner and the Design-Builder.

2.1.2 The Design-Builder shall provide the Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to Project Schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) whether discrepancies, conflicts, compliance issues or violations exist with any federal, state or local

permits; (v) status of the contingency account (if any); and (vi) other items that require resolution so as not to jeopardize the Design-Builder's ability to complete the Work for the Contract Price ~~GMP~~ and within the Contract Time(s).

2.1.3 Unless a Project Schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, the Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a Project Schedule for the execution of the Work for the Owner's review, ~~and written approval~~. The Project Schedule shall be a Critical Path Method schedule and shall indicate the dates for the start and completion of the various stages of Work, including the dates when the Owner information and approvals are required to enable the Design-Builder to achieve the Contract Time(s), as well as any other information required by Article 10 of the Agreement. The Design-Builder shall provide updates to the Project Schedule as required by conditions and progress of the Work, but such revisions shall not relieve the Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. The Owner's review ~~and approval~~ of the Project Schedule and updates to the Project Schedule shall not be construed as relieving the Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The Parties will meet promptly after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the Parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 The Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design and/or engineering professionals employed by the Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including but not limited to architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit the Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Design Consultant.

2.3 Standard of Care for Design or Engineering Professional Services.

2.3.1 The standard of care for all design or engineering professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia practicing on similar projects at the time.

2.4 Design Development Services.

2.4.1 The Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that the Owner may wish to review, which interim design submissions may include but are not limited to design or engineering criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, the Design-Builder and the Owner shall meet and confer about the submissions, with the Design-Builder identifying during such meetings, among other things, the evolution of the design or engineering and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9 of these General Conditions. Minutes of the meetings, including a full listing of all changes, will be maintained by the Design-Builder and provided to all attendees for review. Following the review meeting, the Owner shall review and

approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in the approved Project Schedule.

2.4.2 The Design-Builder shall submit to the Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work on the Site. The Construction Documents shall be consistent with the latest set of interim design or engineering submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The Parties shall have a design review meeting to discuss, and the Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. The Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit two sets of approved Construction Documents to the Owner prior to commencement of the construction of the Work.

2.4.3 The Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither the Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from the Design-Builder to the Owner. Any approval required of the Owner must be made in writing to be binding upon the Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, the Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 The Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate the Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions the Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Private and Government Approvals and Permits.

2.6.1 The Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project, in accordance with Section 13.a of the Comprehensive Agreement.

2.6.2 Intentionally omitted.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate contractor, the Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit the Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 The Design-Builder shall perform all construction with the requisite expertise, skill and competence consistent with the highest and best standard of care in the construction industry (the "Construction Standard of Care") and, at minimum, shall be consistent with the Design-

Builder's best work, to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of the construction Work.

2.7.3 The Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents and the Construction Standard of Care.

2.7.4 The Design-Builder assumes responsibility to the Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights. In its subcontracts with Subcontractors, the Design-Builder shall require them to perform their Work consistent with the Construction Standard of Care, and shall require that they imposed the same requirement upon any Sub-Subcontractor, and shall obtain from each Subcontractor a waiver of its right to file liens against the Project, which each Subcontractor shall obtain from its Sub-Subcontractors.

2.7.5 The Design-Builder shall coordinate the activities of all Subcontractors. If the Owner performs other work on the Project or at the Site with separate contractors under the Owner's control, the Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 The Design-Builder shall keep the Site reasonably free from debris, trash and wastes from the Work to permit the Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the Design-Builder shall remove all debris, trash, wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the Owner to occupy or use the Project or a portion of the Project for its intended use, assuming such removals can be done in compliance with the applicable federal, state and local permit requirements.

2.8 The Design-Builder's Responsibility for Project Safety.

2.8.1 The Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto, whether subject to an Access Agreement or not. The Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. The Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work and prepare, for the Owner's review, a written, formal safety program for the Project. Unless otherwise required by the Contract Documents, the Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with the Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 The Design-Builder and the Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirements. The Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 The Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve the Subcontractors and the Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 The Design-Builder's Warranty.

2.9.1 The Design-Builder warrants to the Owner that the construction, including all materials and equipment furnished as part of such Work, shall be new and of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. The Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. The Design-Builder will provide the Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 The Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Final Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents. ~~The correction period for any Work that is so corrected shall extend for the longer of the remainder of the original one-year period or six (6) months.~~

2.10.2 The Design-Builder shall, within seven (7) days of receipt of written notice from the Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work, all at the sole expense of the Design-Builder. If the Design-Builder fails to commence the necessary steps within such seven (7) day period, the Owner, in addition to any other remedies provided under the Contract Documents, may provide the Design-Builder with written notice that the Owner will commence correction of such nonconforming Work with its own forces. If the Owner does perform such corrective Work, the Design-Builder shall be responsible for all reasonable costs incurred by the Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to the Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the Owner may have regarding the Design-Builder's other obligations under the Contract Documents.

2.11 Records, Record Copies and Plans

2.11.1. The Design-Builder shall maintain in good order one record copy of the Construction Documents, change orders and any other related documents, marked currently to record changes made during performance of the Work.

2.11.2 During performance of the Work, the Owner shall have the right to review all Construction Documents, change orders, and other related documents during regular business hours.

2.11.3 Upon completion of the Project, the Design-Builder shall deliver to the Owner four (4) sets of the following:

2.11.3.1 a complete set of record drawings in paper format, as well as pdf electronic and CAD format to include the BIM model (if utilized);

2.11.3.2 all written specifications as amended; and

2.11.3.3 all warranties required pursuant to the Agreement and all warranties required by the General Conditions of Contract.

2.12 Equal Opportunity Employment

2.12.1 During the performance of the Contract, the Design-Builder agrees as follows:

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

2.12.1.2 The Design-Builder, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, will state that Design-Builder is an equal opportunity employer.

2.12.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.13.1.

2.12.2 The Design-Builder will include the provisions of the foregoing Section 2.13.1 subparagraphs .1, .2, and .3 in every subcontract or purchase order exceeding \$10,000 in value, so that the provisions will be binding upon each Subcontractor, Design Consultant or vendor.

2.13 Drug-Free Workplace

2.13.1 During the performance of the Contract, the Design-Builder agrees to (i) provide a drug-free workplace for the Design-Builder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Design-Builder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder that the Design-Builder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order exceeding \$10,000 in value, so that the provisions will be binding upon each Subcontractor, Design Consultant or vendor.

2.13.2 For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Contract by the Design-Builder where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

2.14 No Employment of Unauthorized Aliens

The Design-Builder represents that it does not, and during the performance of this Contract, it shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

2.15 Authorized to do Business in Virginia

The Design-Builder represents that it is authorized to do business in Virginia.

2.16 No Discrimination Against Faith-Based Organizations

The Design-Builder acknowledges that the Owner does not discriminate against faith-based organizations.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 The Owner shall, throughout the performance of the Work, cooperate with the Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate the Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with the Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 The Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 The Owner shall give the Design-Builder timely notice of any Work that the Owner notices to be defective or not in compliance with the Contract Documents; however, failure to do so shall not relieve any obligation to correct or comply with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 The Owner shall provide, at its own cost and expense, for the Design-Builder's information and use, any of the following, all of which the Design-Builder is entitled to rely upon in performing the Work:**3.2.1.1** Surveys describing the property, boundaries, topography and reference points, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 Record drawings of any existing structures at the Site; and

3.2.1.6 Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 The Owner is responsible for securing and executing all necessary agreements with property owners adjacent to or near the Site that may be necessary to enable the Design-Builder to perform the Work.

3.3 Financial Information

3.3.1 At Design Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design Builder may stop Work under Section 15 c of the Comprehensive Agreement or exercise any other right permitted under the Contract Documents.

3.3.24 The Design-Builder shall cooperate with the reasonable requirements of the Owner's lenders or other sources of financing.

3.4 The Owner's Representative.

3.4.1 Prior to the start of construction, the Owner will designate an Owner's Representative for the Project, who shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit the Design-Builder to fulfill its obligations under the Contract Documents. The Owner's Representative shall also provide the Design-Builder with prompt notice if it observes any failure on the part of the Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work; however, failure of the Owner's Representative to do so shall not relieve any obligation of the Design-Builder to correct or comply with the Contract Documents. The Owner's Representative shall communicate regularly with the Design-Builder.

3.5 Government Approvals and Permits.

3.5.1 The Owner shall not provide or procure any government permits, approvals or licenses for this Project, except as set forth in the Comprehensive Agreement..

3.5.2 The Owner shall provide reasonable assistance to the Design-Builder in obtaining those permits, approvals and licenses that are the Design-Builder's responsibility, at no cost to the Owner beyond the Contract Price.

3.6 The Owner's Separate Contractors.

3.6.1 The Owner is responsible for all work performed on the Project or at the Site by separate contractors under the Owner's control. The Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, the Design-Builder in order to enable the Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, the Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions at the Site, the Design-Builder will stop Work immediately in the affected area and duly notify the Owner and, if required by Legal

Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, the Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include the Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 The Design-Builder shall be obligated to resume Work at the affected area of the Site only after the Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 The Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its GMP and/or Contract Time(s) to the extent the Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions at the Site.

4.1.5 ~~Intentionally deleted.~~ **4.1.6** Notwithstanding the preceding provisions of this Section 4.1, the Owner is not responsible for Hazardous Conditions introduced to the Site by the Design-Builder, Subcontractors or anyone for whose acts they may be liable, or for Hazardous Conditions located on any property that is subject of an Access Agreement between the Design-Builder and a third party. To the fullest extent permitted by law, the Design-Builder shall indemnify, defend and hold harmless the Owner and the Owner's officers, directors, employees and agents from and against all claims, losses, damages (direct, indirect and/or special), liabilities and expenses, including but not limited to attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by the Design-Builder, Subcontractors or anyone for whose acts they may be liable and Hazardous Conditions located on any property that is the subject of an Access Agreement between the Design-Builder and a third party.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If the Design-Builder encounters a Differing Site Condition, the Design-Builder will be entitled to an adjustment in the ~~GMP and/or~~ Contract Time(s) to the extent the Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, the Design-Builder shall provide prompt written notice to the Owner of such condition, which notice shall not be later than five (5) ~~three (3)~~ days after such condition has been encountered. The Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 The Design-Builder's Insurance Requirements.

5.1.1 The Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Agreement. Coverage shall be secured from insurance companies meeting the requirements set forth in Article 18 of the Agreement.

~~**5.1.2** The Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.~~

5.1.3 Intentionally omitted.

5.2 The Owner's Liability Insurance.

5.2.1 The Owner shall procure and maintain from insurance companies or municipal insurance pools authorized to do business in the state in the Commonwealth of Virginia such liability insurance as the Owner deems necessary to protect the Owner from claims which may arise from the performance of the Owner's obligations under the Contract Documents or the Owner's conduct during the course of the Project.

5.3 Property/Builder's Risk Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, the Design-Builder shall procure and maintain from insurance companies authorized to do business in the Commonwealth of Virginia property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Such property or "builder's risk" insurance ~~shall be the broadest coverage commercially available, and shall include as additional insureds the interests of the Owner, the Design-Builder, Design Consultants and Subcontractors of any tier.~~ Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in the Design-Builder's Application for Payment and approved by the Owner. The Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Intentionally omitted.

5.3.3 Intentionally omitted.

5.3.4 Any loss covered under the builder's risk insurance shall be adjusted and made payable to the with the Owner and the Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgagee clause. All insurance proceeds received shall be as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 The Owner and the Design-Builder waive against each other and the Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Design-Builder and the Owner shall, where appropriate, require a similar waiver of subrogation from the Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 The Design-Builder shall obtain performance and labor and material payment bonds, or other forms of performance security, in the amount, form and other conditions of such security as set forth in the Article 17 of the Agreement.

5.4.2 All bonds furnished by the Design-Builder shall be in a form satisfactory to the Owner.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, the Design-Builder shall submit for the Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to the Design-Builder throughout the Work. The Schedule of Values shall be in a level of detail and form to reflect a ~~an accurate and~~ reasonable allocation of the actual value of the Work.

6.1.2 The Owner will review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and the Design-Builder shall resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, the Design-Builder shall submit for the Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof, including but not limited to, beginning with the second Application for Payment, a release of liens and claims, signed by the Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge the Design-Builder's legitimate obligations associated with prior Applications for Payment, and releases of liens and claims from its Subcontractors and Design Consultants, where said Subcontractors' or Design Consultants' Work or services for the Project is valued at more than \$10,000, and where said Subcontractor or Design Consultant performed Work during the prior Application for Payment period, in a form substantially similar to the form the Design-Builder provides to the Owner.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) the Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable insured ~~bonded~~ location ~~within the Commonwealth of Virginia~~, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, the Owner will receive the equipment and materials free and clear of all liens and encumbrances; ~~provided, however, that the decision to make such payment shall be in the Owner's sole discretion.~~

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors and suppliers to the Design-Builder for early payment shall accrue one hundred percent to the Design-Builder to the extent the Design-Builder advances payment. Unless the Owner advances payment to the Design-Builder specifically to receive the discount, the Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute the Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents ~~and the~~

~~Construction Standard of Care~~, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to the Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon the Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, the Owner shall pay the Design-Builder all amounts properly due. If the Owner determines that the Design-Builder is not entitled to all or part of an Application for Payment as a result of the Design-Builder's failure to meet its obligations hereunder, it will notify the Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts the Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the Design-Builder must take to rectify the Owner's concerns. The Design-Builder and the Owner will attempt to resolve the Owner's concerns prior to the date payment is due. If the Parties cannot resolve such concerns, the Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, the Owner shall pay the Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If the Owner fails to pay timely the Design-Builder any amount that becomes due, the Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Article 15.c of the Agreement. All payments due and unpaid shall bear interest at the rate set forth in the Agreement, except that if the Owner has, in good faith, withheld all or part of a payment pursuant to Article 6.3 hereof, no interest shall be due on such amount.

6.5 The Design-Builder's Payment Obligations.

6.5.1 The Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts the Design-Builder has received from the Owner on account of their work. The Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. The Design-Builder will indemnify and defend the Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 The Design-Builder shall notify the Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of the Owner's receipt of the Design-Builder's notice, the Owner and the Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents ~~and the Construction Standard of Care~~. If such Work is Substantially Complete, the Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing the Owner's and the Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, the Owner shall release retainage to the Design-Builder as set forth in Section 8.b.ii of the Comprehensive Agreement.

6.6.3 The Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) the Design-Builder and the Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) the Owner and the Design-Builder agree that the Owner's use or occupancy will not interfere with the Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from the Design-Builder, the Owner shall make final payment by the time required in the Agreement, provided that the Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, the Design-Builder shall provide the following information; no payment shall be due under the Final Application for Payment until all such materials are provided:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the Owner's interests;

6.7.2.2 A general release executed by the Design-Builder waiving, upon receipt of final payment by the Design-Builder, all claims, except those claims it previously notified the Owner in writing of its intent to make and remaining unsettled at the time of final payment;

6.7.2.3 Consent of the Design-Builder's surety to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents;

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents; and

6.7.2.6 The materials required by Section 2.11.3 hereof.

6.7.3 Complete demobilization of the Site shall be a condition of Final Payment.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by the Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from the Design-Builder, provided, however, that the Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 The Design-Builder shall defend any action or proceeding brought against the Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. The Owner shall give prompt written notice to the Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. The Design-Builder shall indemnify and hold harmless the Owner from and against all damages (direct, indirect and special but not consequential) and costs, including but not limited to attorneys' fees and expenses awarded against the Owner or the Design-Builder in any such action or proceeding. The Design-Builder agrees to keep the Owner informed of all developments in the defense of such actions.

7.1.2 If the Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, the Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If the Design-Builder cannot so procure such right within a reasonable time, the Design-Builder shall promptly, at the Design-Builder's option and at the Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the Owner and not offered or recommended by the Design-Builder to the Owner or (ii) arising from modifications to the Work by the Owner or its agents after acceptance of the Work. **7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the Parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Certificates.

7.2.1 If applicable, the Owner shall furnish the Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which the Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 The Design-Builder acknowledges that the Owner is a public entity and the Site is owned by a public entity and as such, the Site is immune from mechanic's liens, and the Design-Builder hereby waives any and all mechanic's lien rights it may purport to have, and agrees that it shall neither file nor assert any such lien claims; furthermore, the Design-Builder covenants that it will require of each of its suppliers and subcontractors, in their agreements related to this Project, to waive any and all mechanic's lien rights they may purport to have with respect to the Project and that they will neither file nor assert any such lien claims. Additionally, provided that the Owner is not in breach of its contractual obligation to make payments to the Design-Builder for the Work, the Design-Builder shall indemnify, defend and hold harmless the Owner from any claims or mechanic's liens brought against the Owner or against the Project as a result of the failure of the Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from the Owner that such a claim or mechanic's lien has been filed, the Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If

the Design-Builder fails to do so, the Owner will have the right to discharge the claim or lien and hold the Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 The Design-Builder's General Indemnification.

7.4.1 To the fullest extent permitted by laws and regulations, the Design-Builder shall indemnify and hold harmless the Owner and its officers, directors, ~~members, partners,~~ employees, agents, and consultants ~~and subcontractors~~ from and against ~~all liability, claims, costs, losses, and damages (direct, indirect and special, and including but not limited to reasonable attorney's fees and defense costs all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)~~ arising out of or relating to the Design-Builder's, or any Subcontractor's, Design Consultant's or any individual or entity directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, **but only to the extent caused by** negligent or willful acts or omissions in the performance of the Work or the Contract, provided that any such ~~liability, claim, cost, loss or damage~~ is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the Work itself), ~~including the loss of use resulting therefrom,~~ except to the extent such injury, sickness, disease, death or property damage or destruction is caused solely by the negligence or willful misconduct of the Owner or any third party not a Subcontractor, Supplier or other individual or entity for whose acts the Design-Builder is liable.

7.4.2 If an employee of the Design-Builder, a Design Consultant, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against the Owner, its officers, directors, employees, or agents, the Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for the Design-Builder, Design Consultant, Subcontractor, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Intentionally Omitted.

7.5.1 ~~Intentionally omitted.~~

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Time is of the essence with respect to all time periods and performance under this Contract. The Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 9 of the Agreement.

8.2 Delays to the Work.

8.2.1 If the Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control (as determined by the Owner) and due to no fault of its own or those for whom the Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle the Design-Builder to an extension of the Contract Time(s) include acts or omissions of the Owner or anyone under the Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events, provided that extensions will only be granted on a one-for-one basis based on days the Design-Builder was actually scheduled to work pursuant to the approved Project Schedule and complete and appropriate notices of such conditions are given by the Design-Builder to the Owner in writing within the time period applicable to such condition, or, if no time period is specifically described in

the Contract, then in accordance with Article 10 of these General Conditions of Contract. **8.2.2 Extensions shall be allowed to the Design-Builder for adverse weather delays. Weather data shall be obtained from the National Weather Service in Dinwiddie County, Virginia or the nearest place to Dinwiddie County where such data may be obtained. Adverse weather is defined as measurable precipitation (MP) of 0.1" or more of snow or ice pellets, or freezing temperature (FT) for a day (24 hours) when the temperature remains at 32 degrees Fahrenheit or below. Only measurable precipitation (MP) or freezing temperature (FT) can be claimed on any one calendar day. The number of days for each month for both MP and FT are as follows:**

January 8/1

February 8/1

March 8/0

April 6/0

May 4/0

June 4/0

July 4/0

August 3/0

September 3/0

October 3/0

November 4/0

December 6/1

This establishes the adverse weather days anticipated during the term of this Contract. Written claims for time extension based on more frequent adverse weather or days lost due to the impact of adverse weather shall be submitted to the Owner for the preceding month within twenty-one days of the current month. Otherwise the claim shall be void. Such claim shall be accompanied by time/dated photos or video documentation together with current construction schedule to illustrate the adverse effects of the weather during this period on the critical path construction schedule items.

8.2.2 In addition to Design Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design Builder shall also be entitled to make a claim for an appropriate adjustment of the Contract Price.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by the Owner and the Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price (if any); and

9.1.1.3 The extent of the adjustment to the Contract Time(s) (if any).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. The Owner and the Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by the Owner directing a change in the Work prior to agreement on an adjustment in the GMP and/or the Contract Time(s).

9.2.2 The Owner and the Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the Parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the GMP and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. The Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that the Design-Builder shall promptly inform the Owner, in writing, of any such changes and record such changes on the documents maintained by the Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the Parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and the Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement; provided, however, that if the net result of such change is a reduction in the Contract Price **GMP**, then overhead and profit as represented by the Design-Builder's Fee shall be similarly reduced.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but application of such unit prices will cause substantial inequity to the Owner or the Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If the Owner and the Design-Builder disagree upon whether the Design-Builder is entitled to be paid for any services required by the Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, the Owner and the Design-Builder shall resolve the disagreement pursuant to Article 10 of these General Conditions.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, the Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price **GMP** and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 The Design-Builder Requests for Contract Adjustments and Relief.

10.1.1 If either the Design-Builder or the Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such Party shall provide written notice of its intent to make a claim to the other Party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming Party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice of intent shall include sufficient information to advise the other Party of the circumstances giving rise to the claim for relief; the actual claim shall be made as soon thereafter as possible. All claims by the Design-Builder must be made not later than 60 days after final payment, and must include the specific contractual adjustment or relief requested and the basis of such request. Each Party agrees to promptly respond, in writing, to claims of the other Party, but no later than 60 days after submission of a fully documented claim. If the claiming Party is not satisfied with such decision, it shall undertake the dispute resolution process set forth in Article 20 of the Comprehensive Agreement.

10.2 Dispute Avoidance and Resolution.

10.2.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, The Design-Builder and the Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Resolution of all disputes that arise under the Contract shall be in accordance with the procedures set forth in the Agreement.

10.2.3 Intentionally omitted.

10.2.4 Intentionally omitted.

10.3 Intentionally Omitted.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, the Design-Builder shall continue to perform the Work and the Owner shall continue to satisfy its payment obligations to the Design-Builder, pending the final resolution of any dispute or disagreement between the Design-Builder and the Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER THE OWNER NOR THE DESIGN-BUILDER SHALL BE ENTITLED TO SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING UNDER ANY LEGAL, IMAGINED OR REAL CIRCUMSTANCE ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, STRICT LIABILITY OR ANY OTHER PERMISSIBLE THEORY FOR ANY CLAIM, INCLUDING, BY WAY OF ILLUSTRATION BUT NOT LIMITATION, LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING FROM THE OTHER PARTY TO THIS AGREEMENT.

Article 11

Stop Work and Termination for Cause

11.1 Conditions for stopping Work and termination are set forth in Article 15 of the Comprehensive Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among the Owner, the Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data"). Ownership of Work Product, including but not limited to that transmitted as Electronic Data, shall be as set forth in Article 6 of the Agreement.

12.2 Transmission of Electronic Data.

12.2.1 The Owner and the Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither Party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 Intentionally omitted.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the Parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the Parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting Party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving Party, and the transmitting Party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 The Agreement, these General Conditions, and all Contract Documents, as well as other documents related to this Project, are generally subject to the Virginia Freedom of Information Act ("FOIA"), Virginia Code Section 2.2-3700 et seq.; except, however, that subdivision 11 of Section 2.2-3705.6 exempts certain documents described therein from public disclosure. FOIA

exemptions, however, are discretionary, and the Owner may elect to release some or all of the documents except to the extent that the documents are (a) trade secrets of the Design-Builder, as defined in the Uniform Trade Secrets Act (Virginia Code Section 59.1-336 et seq.); (b) financial records of the Design-Builder that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, financial statements; or (c) other information submitted by the Design-Builder where, if the record or document was made public prior to the execution of an interim or comprehensive agreement, the financial interest or bargaining position of the Owner or the Design-Builder would be adversely affected. The exemptions described herein shall apply only in the event that the Design-Builder makes a written request to the Owner (x) invoking such exclusion upon its submission of the data or other materials for which protection from disclosure is sought; (y) identifying with specificity the data or other materials for which protection is sought; and (z) stating the reasons why protection is necessary, or, as specified in Article 31 of the Agreement. Upon receipt of such request for confidentiality and non-disclosure, the Owner, in consultation with legal counsel as it deems necessary, shall make a written determination of whether the documents qualify for confidential treatment, setting forth the nature and scope of any such protection from disclosure. The Owner's determination regarding disclosure shall be final and the Owner shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure. Once the Owner has made its written determination, the documents afforded protection under this Section 13.1.1 shall continue to be protected from disclosure when in the Owner's possession or the possession of any "affected jurisdiction" as defined in the PPEA; provided, however, that the Owner, its officers, directors and employees shall have no liability to the Design-Builder for any disclosure of materials provided by the Design-Builder.

13.2 Assignment.

13.2.1 Provisions related to assignment of the Contract are set forth in Article 22 of the Comprehensive Agreement.

13.3 Successorship.

13.3.1 Provisions related to successorship of the Contract are set forth in Article 22 of the Comprehensive Agreement.

13.4 Governing Law.

13.4.1 Provisions related to governing law for the Contract are set forth in Article 29 of the Comprehensive Agreement.

13.5 Severability.

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

13.6 No Waiver.

13.6.1 Provisions related to waiver are set forth in Article 25 of the Comprehensive Agreement.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other Party, notice shall be provided as set forth in Article 21 of the Agreement.

13.9 Amendments.

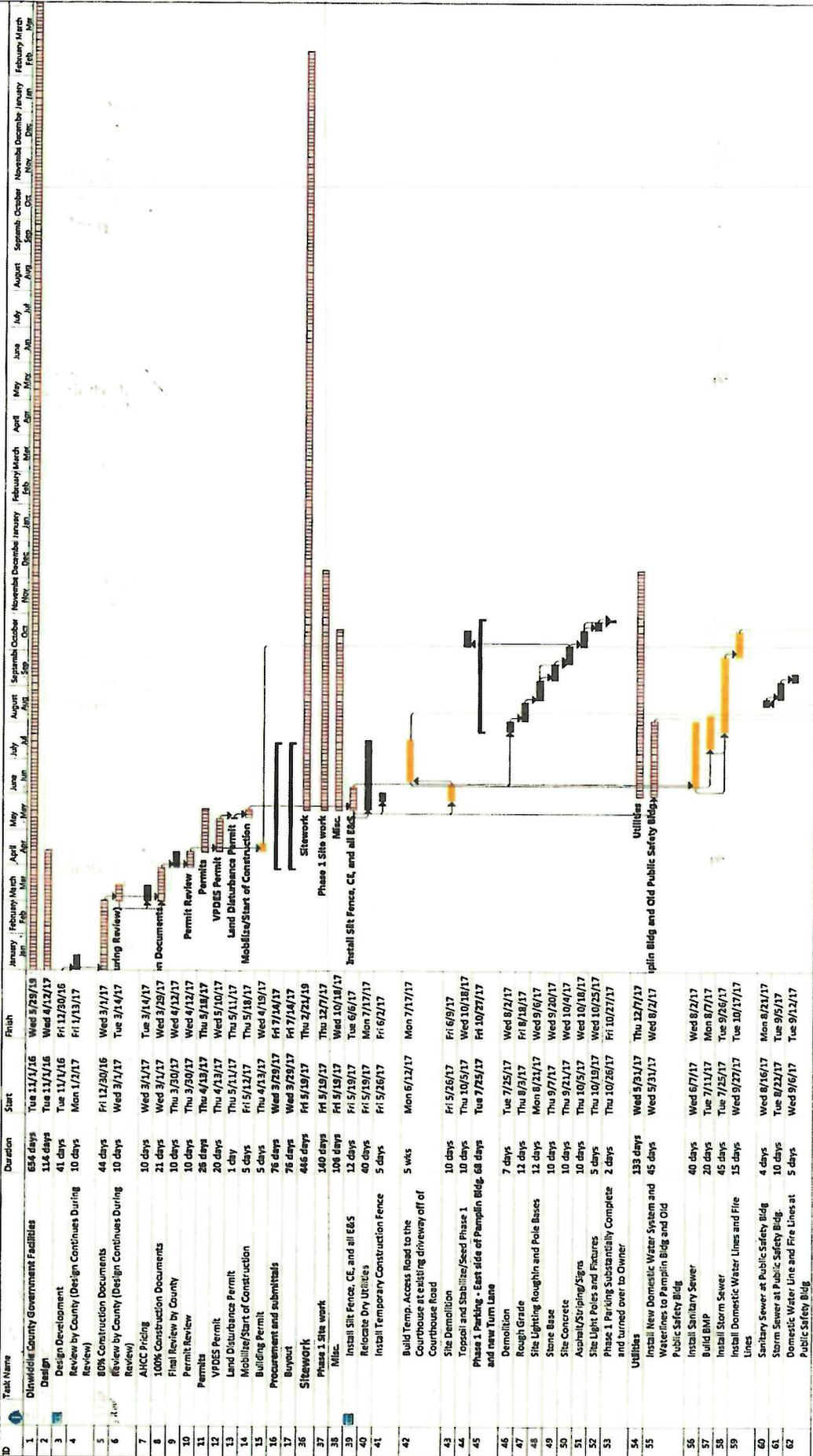
13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

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EXHIBIT D
Project Schedule

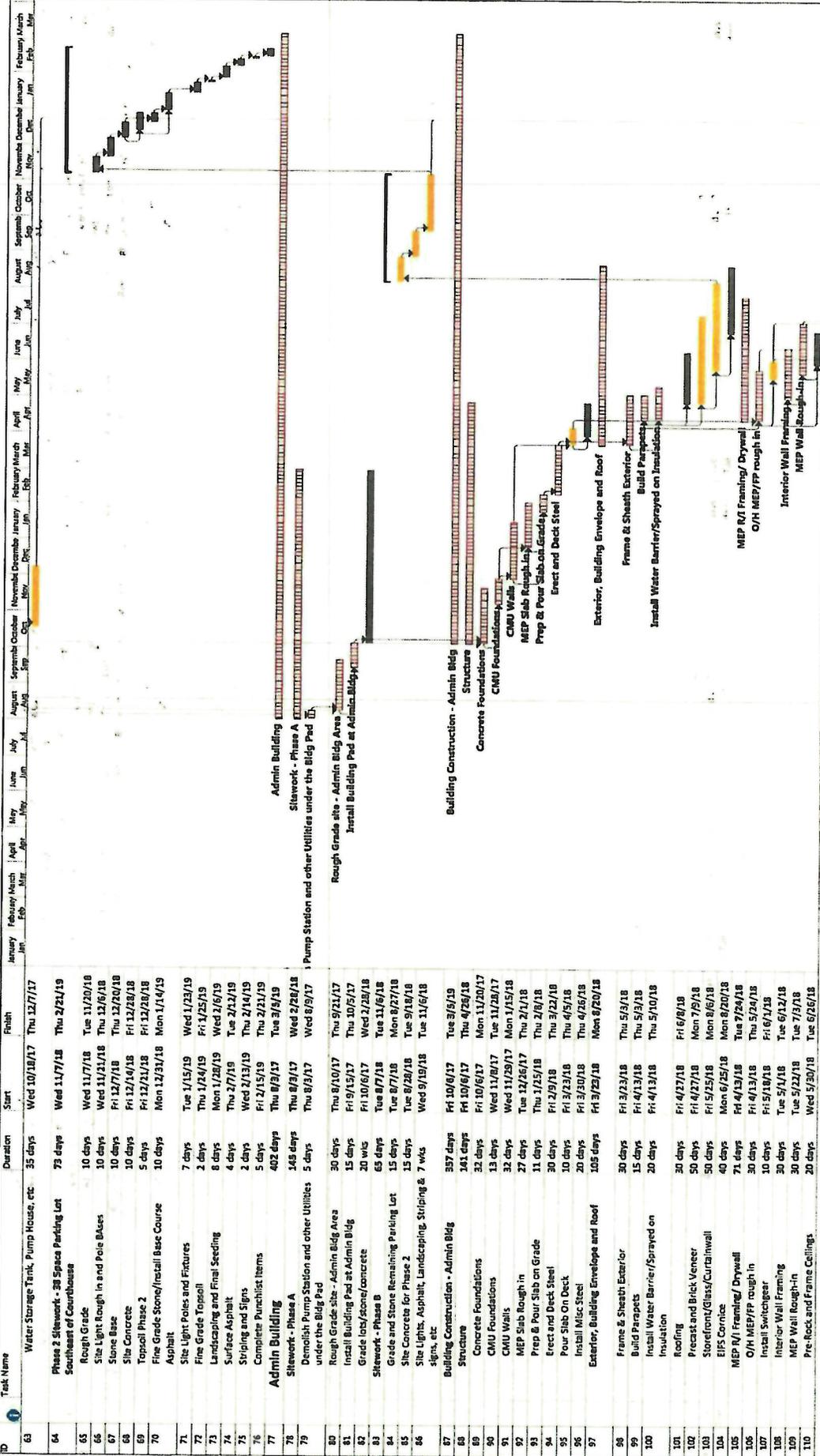
Exhibit D

Dinwiddie County Government Facilities - Exhibit E

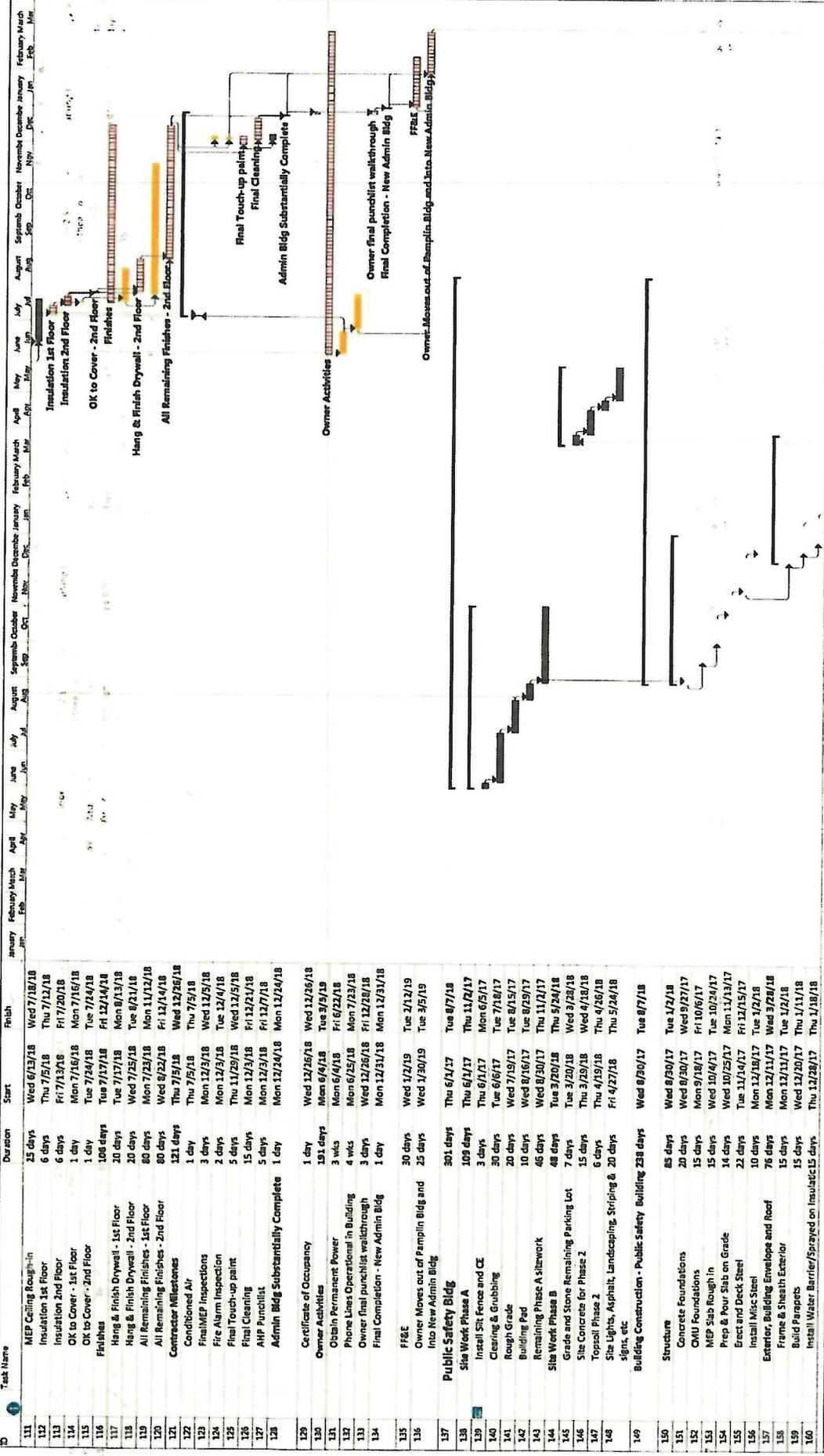


ID	Task Name	Duration	Start	Finish
1	Dinwiddie County Government Facilities	654 days	Tue 11/1/16	Wed 5/29/19
2	Design	114 days	Tue 11/1/16	Wed 4/12/17
3	Design Development	41 days	Tue 11/1/16	Fri 11/29/16
4	Review by County (Design Continues During Review)	10 days	Mon 11/21/17	Fri 11/13/17
5	80% Construction Documents (Review by County (Design Continues During Review))	44 days	Fri 12/30/16	Wed 3/1/17
6	100% Construction Documents	10 days	Wed 3/1/17	Tue 3/14/17
7	AHCC Pricing	21 days	Wed 3/1/17	Wed 3/29/17
8	100% Construction Documents	21 days	Wed 3/1/17	Wed 3/29/17
9	Final Review by County	10 days	Thu 3/29/17	Wed 4/12/17
10	Permit Review	10 days	Thu 3/29/17	Wed 4/12/17
11	Permits	28 days	Thu 4/13/17	Thu 5/18/17
12	VPDES Permit	28 days	Thu 4/13/17	Thu 5/18/17
13	Land Disturbance Permit	1 day	Thu 4/13/17	Wed 5/10/17
14	Land Disturbance Permit	1 day	Thu 4/13/17	Wed 5/10/17
15	Mobile/Start of Construction	5 days	Fri 5/12/17	Thu 5/18/17
16	Building Permit	5 days	Fri 5/12/17	Thu 5/18/17
17	Procurement and submittals	76 days	Wed 3/29/17	Fri 7/14/17
18	Buyout	76 days	Wed 3/29/17	Fri 7/14/17
19	Phase 1 Site work	140 days	Fri 5/19/17	Thu 12/7/17
20	Misc.	108 days	Fri 5/19/17	Wed 10/18/17
21	Install Silt Fence, CE, and all E&S	12 days	Fri 5/19/17	Tue 6/6/17
22	Relocate Dry Utilities	40 days	Fri 5/19/17	Mon 7/17/17
23	Install Temporary Construction Fence	5 days	Fri 5/26/17	Fri 6/2/17
24	Build Temp. Access Road to the Courthouse at existing driveway off of Courthouse Road	5 wks	Mon 6/12/17	Mon 7/17/17
25	Site Demolition	10 days	Fri 5/26/17	Fri 6/9/17
26	Topsoil and Stabilize/Seed Phase 1 and new Turn Lane	10 days	Thu 10/5/17	Wed 10/18/17
27	Phase 1 Parking - East side of Pamplin Bldg. 68 days	68 days	Thu 7/25/17	Fri 10/27/17
28	Demolition	7 days	Tue 7/25/17	Wed 8/2/17
29	Rough Grade	12 days	Thu 8/3/17	Fri 8/18/17
30	Site Lighting Rough-in and Pole Bases	12 days	Mon 8/21/17	Wed 9/6/17
31	Stone Base	10 days	Thu 9/7/17	Wed 9/20/17
32	Site Concrete	10 days	Thu 9/21/17	Wed 10/4/17
33	Asphalt/Striping/Signs	10 days	Thu 10/5/17	Wed 10/18/17
34	Site Light Poles and Fixtures	5 days	Thu 10/19/17	Wed 10/25/17
35	Phase 1 Parking Substantially Complete and turned over to Owner	2 days	Thu 10/26/17	Fri 10/27/17
36	Utilities	333 days	Wed 5/23/17	Thu 12/7/17
37	Install New Domestic Water System and Waterlines to Pamplin Bldg and Old Public Safety Bldg	45 days	Wed 5/31/17	Wed 8/2/17
38	Public Safety Bldg	40 days	Wed 6/7/17	Wed 8/2/17
39	Install Sanitary Sewer	20 days	Tue 7/11/17	Mon 8/7/17
40	Build BMP	45 days	Tue 7/25/17	Tue 9/26/17
41	Install Storm Sewer	15 days	Wed 9/27/17	Tue 10/17/17
42	Install Domestic Water Lines and Fire Lines	4 days	Wed 8/16/17	Mon 8/21/17
43	Sanitary Sewer at Public Safety Bldg	10 days	Tue 8/22/17	Tue 9/5/17
44	Storm Sewer at Public Safety Bldg	5 days	Wed 9/6/17	Tue 9/12/17
45	Domestic Water Line and Fire Lines at Public Safety Bldg	5 days	Wed 9/6/17	Tue 9/12/17

Dinwiddie County Government Facilities - Exhibit E



Dinwiddie County Government Facilities - Exhibit E



Dinwiddie County Government Facilities - Exhibit E

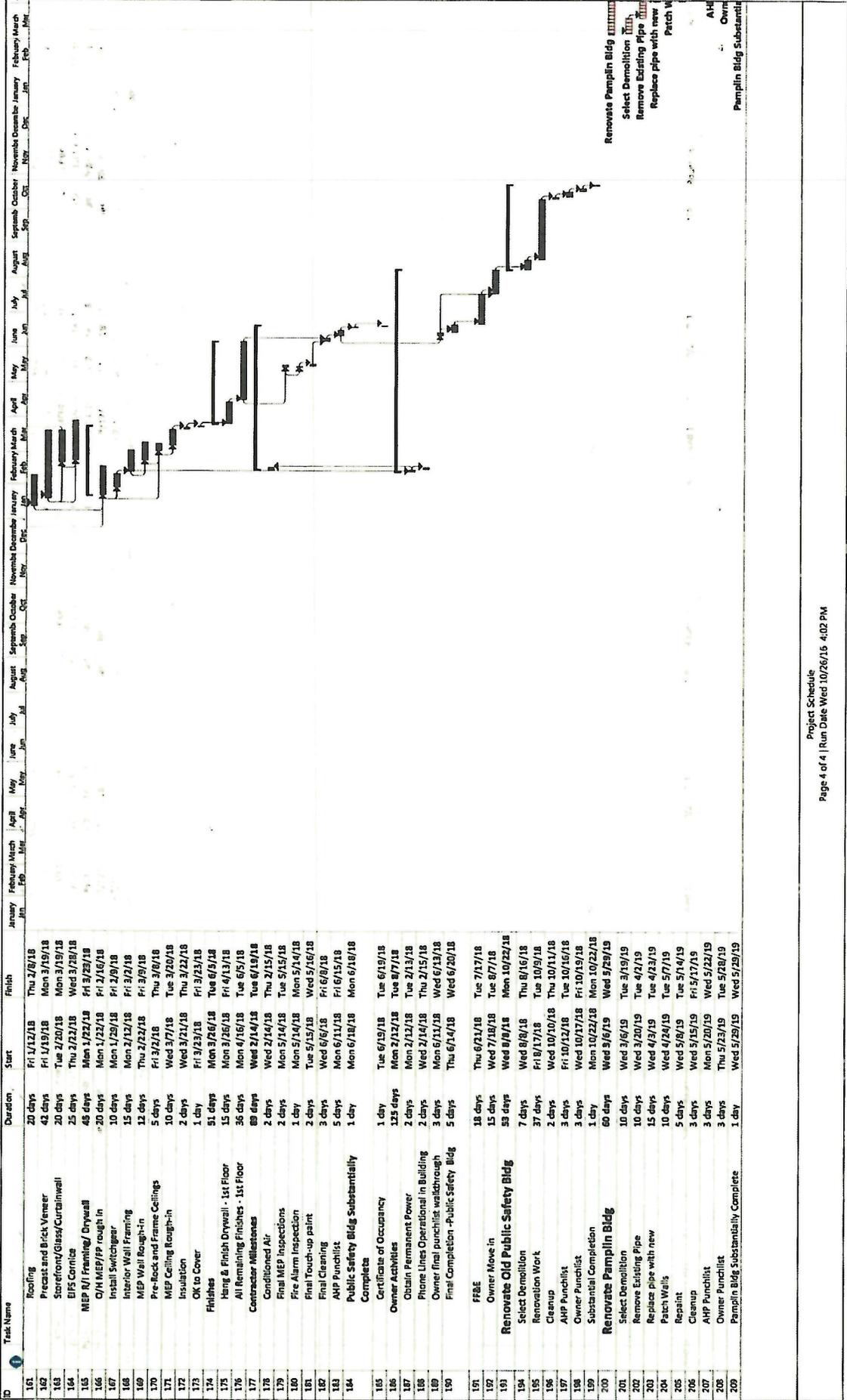


EXHIBIT E
Contract Price

October 14, 2016

Dinwiddie County
RFP-16-020716
Contract Price



Division	Site	Administration & Human Services Building	Public Safety Building	Pamplin Building	Existing Fire/EMS Building
	3.5 +/- Arce	55,216 sqft	23,034 sqft	25,888 sqft	2,587 sqft
Sitework	\$3,582,000				
Concrete		\$958,784	\$276,863		
Masonry		\$698,318	\$319,054		
Steel		\$1,248,052	\$418,615		
Carpentry		\$522,958	\$150,553		
Waterproofing		\$814,210	\$504,768		
Doors and Windows		\$814,259	\$300,810		
Finishes		\$1,888,047	\$765,094		
Specialties		\$80,631	\$48,580		
Furnishings		\$37,190	\$13,944		
FF&E		\$0	\$0		
Elevators		\$110,192	\$0		
Mechanical		\$1,918,922	\$995,691		
Electrical		\$1,522,806	\$943,792		
Renovation				\$317,863	\$52,977
General Conditions	\$291,735	\$864,484	\$385,866	\$25,888	\$4,315
Design	\$140,000	\$1,415,400	\$650,000	\$25,000	\$10,000
Contractors Fee	\$160,549	\$515,770	\$230,945	\$14,750	\$2,692
Total Cost	\$4,174,284	\$13,410,023	\$6,004,575	\$383,501	\$69,983
				Total	\$24,042,367

EXHIBIT F

List of Exclusions from Design-Builder's Contract

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Exhibit F

Exclusions

- New Well
 - Fully functional with pump, power service, and back-up power
 - Including Pump House with booster pump, and tanks, required to provide sufficient yield and pressure to the complex
 - Tie-in of the existing well before the pump house to provide a redundant water source
 - Note: Pump house work by the County is to be constructed with sufficient power and size to account for fire jockey pump (fire pump is diesel) and tie-ins.
 - AH's proposal includes installation of the fire pump, fire storage tank, and connecting the new site domestic and fire water mains to the pump house.
- Supplemental Traffic Study Reports/Info
 - If required, County will request from the Engineers who performed the original study. VDOT has communicated to the County that the original traffic study included in the RFP is sufficient, however, additional information may be requested with the Access Management Waiver Request.
- Survey, Easements, and Property Acquisition Fees associated with Edsel Lane and District 19
- Utility Connection Fees and Establishing New Services – County confirmed no fees due to them. DVP service fees will be by the County.
- Upgrades to the existing Sanitary Pump and Force Main
- Furniture, Fixtures, and Equipment (FF&E)
- Temporary storage or relocation of Owner's FFE
- Artwork, Plaques, Custom Signs, Signage, Monumental Signage, and Custom Lighting
- Audio Visual equipment, devices, controls, and racks
 - AH will provide the following:
 - Projector screens that need to be constructed/coordinated with the ceiling.
 - Power and empty conduit to ceiling projector locations.
 - Empty conduit to locations for future lighting and speaker upgrades in the Boardroom.
 - Moveable podium position for 3 rooms (1 Admin Training Room, 1 Admin Boardroom, and 1 Public Safety Training Room)
 - Includes Amplified Microphone and Control Cabinet
- Building (Inside Plant – ISP) Telephone/Data equipment and System
 - AH's proposal includes network backbone cabling only; wall jacks to closet patch panels
- Security Equipment and System – Cameras and Access Control (procurement, installation, cable, terminations, testing, set-up, etc.) by the County's vendor Elite Contracting Group
 - AH's proposal includes rough-in's only (empty conduit and junction boxes)
 - Doors with electronic strikes and card readers will be roughed in (conduit to door contact, card reader, and strike) to a junction box above the door
- Emergency/911 Equipment (See Allowances for relocation of existing equipment)
- Specialty Communications equipment (Antennae, Satellite Dish, etc)
 - AH's proposal includes 2" empty conduit stub-ups to the Public Safety Building roof
- Diesel Fuel for Generators
 - AH's proposal includes fuel for start-up and testing
- Relocation of existing systems or equipment – phones, computers, ECC equipment, etc
- 3rd Party Testing and Inspections

- 3rd Party Commissioning
- Owner directed changes
- Directed changes imposed by various 3rd Party Approving Agencies/Department
- Changes due to revised recommendations by the County's Geotechnical Engineer and Final Geotech Report, which differ from those included in the RFP
- Directed changes to site logistic, access, and phasing during construction
- Differing Site Conditions
- Import of topsoil or amendments to topsoil material
- Import of fill material
- Nutrient Credits
- Partial occupancy, or phased turn-over, for early occupancy of facilities