

COUNTY OF ROANOKE, VIRGINIA
INTERIM AGREEMENT BETWEEN OWNER AND CONTRACTOR
REGARDING PRE-CONSTRUCTION SERVICES FOR THE HOLLINS
LIBRARY

THIS INTERIM AGREEMENT (the "Contract") is dated and effective as of this 19th day of August 2025 (the "Effective Date"), by and between County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner," and S. Lewis Lionberger Construction Company, hereinafter referred to as the "Contractor."

RECITALS

A. This Contract is entered into pursuant to Virginia's Public Private Education Facilities and Infrastructure Act of 2002 ("PPEA" or "the Act"), as set forth in Chapter 22.1, Title 56 of the Code of Virginia, 1950, as amended, and the County's PPEA guidelines (the "Guidelines") which have been adopted pursuant to the Act.

B. The County accepted an unsolicited proposal for review and simultaneously solicited competing proposals pursuant to the PPEA and the Guidelines, for the design and redevelopment of the Hollins Library.

C. After reviewing the proposals, the County selected the Contractor for **pre-construction services**, which services are the subject of this Contract.

D. It is anticipated that the Parties will enter into a subsequent agreement for construction services.

E. The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner: County of Roanoke, Virginia
Attn: Doug Blount, Assistant County Administrator
Address: 5204 Bernard Drive, Roanoke, VA 24018
Telephone: (540) 777-6321
Email: dblount@roanokecountyva.gov

Contractor: S. Lewis Lionberger Construction Company
Attn: Samuel L. Lionberger, III, CEO
Address: 5903 Starkey Road, Roanoke, VA 24018
Telephone: (540) 989-5301
Email: sam@lionberger.com

Contractor's Virginia License#: 2705128289 FEIN_54-

F. The Project is identified as and is entitled: Pre-construction Services for the Hollins Library.

General Project Description - Design of an approximately 18,700 sf. library building located on property owned by the County of Roanoke, containing 1.96 acres, located at 6624 Peters Creek Road, Roanoke, Virginia (Tax Map No. 027.14-01-03.00-0000).

G. The Virginia licensed Architect/Engineer who has been employed by the Contractor to assist in the Project is identified as:

Architect/Engineer: **HBM Architects, LLC**

Attn: **Peter Bolek**

Architect's Address: **1382 West Ninth Street, Suite 300, Cleveland, OH 44113**

Telephone: **(216) 241-1100**

Email: **PBOLEK@HBMARCHITECTS.COM**

H. The Project Title indicated above is required to be shown for identification purposes on all project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests for Information, Requests for Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate for Payment, test reports, and related material.

I. Unless otherwise stated, capitalized terms in this Contract shall have the meaning given them in the General Conditions of the PPEA Contract set forth in Exhibit 3 (the "General Conditions").

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, and subject to the conditions herein set forth, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. **STATEMENT OF WORK:** The Contractor agrees to furnish the pre-construction services required for the redevelopment of the Hollins Library for a subsequently agreed-upon Guaranteed Maximum Price (which will be set forth in a future agreement); the scope of such pre-construction services is further set forth in Exhibit 5. The pre-construction services provided by the Contractor include, but are not limited to, the development of Plans for the redevelopment of the Hollins Library, cost estimating, value engineering, scheduling, construction phasing, constructability review, confirming the Owner's program, schematic design, design development, development of construction documents, holding design review meetings with the Owner, receiving input from subcontractors as to building systems, means and methods of construction, site plan review and approval, and project review meetings with the Owner and regulatory review agencies.

3. **CONTRACT DOCUMENTS:** This Contract shall consist of the following attached as Appendix A and are incorporated by reference:

Exhibit 1 RFP 2025-073 Public Notice of Receipt of an Unsolicited PPEA Proposal for Hollins Library

Exhibit 2 Conceptual Phase Proposal, dated February 25, 2025

Exhibit 3 General Conditions of the PPEA Contract

Exhibit 4 Preliminary GMP Proposal, July 24, 2025. *The Parties acknowledge, however, that the pricing set forth in this exhibit will guide the development of the GMP, which will be finalized and agreed upon in a future agreement.*

Exhibit 5 Scope of Pre-Construction Services and Corresponding Schedule of Values

Exhibit 6 Design Schedule

THE GENERAL CONDITIONS OF THIS INTERIM AGREEMENT SHALL, IN ALL CASES, PREVAIL OVER ANY AND ALL INCONSISTENT TERMS AND CONDITIONS OF THE CONTRACTOR'S PROPOSAL DATED FEBRUARY 25, 2025, NOTWITHSTANDING THEIR INCORPORATION BY REFERENCE HEREIN-ABOVE. ANY AMBIGUITIES BETWEEN SUCH INCORPORATED DOCUMENTS AND THIS INTERIM AGREEMENT SHALL BE RESOLVED BY REFERENCE TO AND IN ACCORDANCE WITH THIS INTERIM AGREEMENT.

4. **TIME FOR COMPLETION:** Design work and pre-construction coordination and permitting will be completed in accordance with the Project schedule (Exhibit 6).

5. **COMPENSATION TO BE PAID TO THE CONTRACTOR:** The County shall pay to the Contractor the total amount of eight hundred and thirty-seven thousand, five-hundred dollars (\$837,500.00) for the Contractor's performance of the design services (as detailed on Exhibit 5). These services include, but are not limited to:

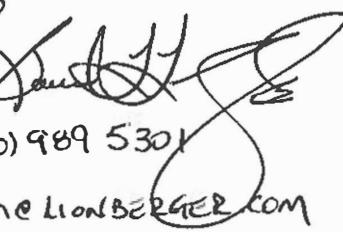
- (a) Schematic Design (SD)
- (b) Design Development (DD)
- (c) Construction Documents (CD)
- (d) Amended Schedule of Value at each above Phase
- (e) Amended Project Schedule, if needed

Contractor will submit bills to the Owner on a monthly basis for the services completed. Monthly bills shall be calculated on a percentage basis, based upon the percentage of the phase(s) completed and the value assigned to each phase, as set forth in Exhibit 6.

As noted above, at the completion of this Interim Agreement, the Parties intend to enter into a Comprehensive Agreement for the performance of all construction work in accordance with the Contract Documents for a guaranteed maximum contract price.

6. **RECORDS MAINTENANCE:** The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence, showing information of actual time devoted to and supporting the costs incurred. Such information shall be made available at their respective offices during the normal business hours during the Contract period and for a period of three (3) years from the date of final payment from the Owner to the Contractor, for audit and inspection. Copies of such information shall be furnished to the Owner upon request.
7. **AUDIT AND INSPECTION OF RECORDS:** The Contractor and its subcontractors shall permit the authorized representatives of the Owner to inspect and audit all data and records of the Contractor in its subcontractors, relating to the performance of this Contract.
8. **CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 47 of the General Conditions.
9. **FAIR EMPLOYMENT CONTRACTING ACT:** The Contractor, its agents, employees, assigns or successors, and any persons, firm, or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (Sec. 2.1-374 through Sec. 2.1-376 of the Code of Virginia, 1950 as amended), the terms of which are incorporated herein by reference.
10. **NON-WAIVER:** The failure of the Owner at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.
11. **TERMINATION OF AGREEMENT:**
 - (a) The Owner may terminate this Contract at any time for cause or convenience provided that it gives written notice of sixty (60) days to Contractor of such termination, which shall specify the effective date of such notice. In the event of such termination, Contractor shall be compensated for allowable costs through the date of written notification from the Owner to terminate.
 - (b) The Contractor may at any time, by giving sixty (60) days written notice specifying the effective date, terminate this Contract for cause. Cause may include, but shall not be limited to, failure by the Owner to provide payment in a timely and proper manner.

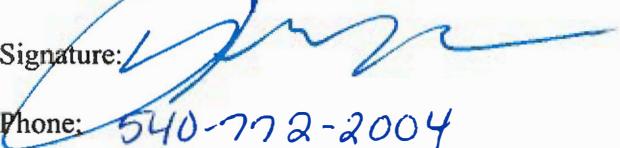
IN WITNESS WHEREOF, the parties hereto, on the day and year written below, have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

CONTRACTOR:By: Lionberger ConstructionDate: 8-29-25Name: Samuel L. Lionberger IIITitle: CEOSignature: Phone: (540) 989 5301Email: SAM@LIONBERGER.COM**OWNER:**

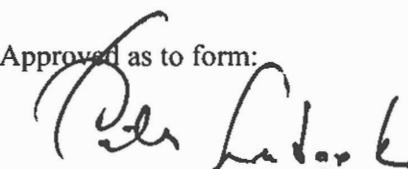
COUNTY OF ROANOKE, VIRGINIA

By: County of Roanoke

Date:

Name: Richard L. Caywood
Title: County AdministratorSignature: Phone: 540-772-2004Email: rcaywood@roanokecountyva.gov

Approved as to form:



County Attorney



ROANOKE COUNTY

PUBLIC NOTICE OF RECEIPT OF AN UNSOLICITED PPEA PROPOSAL

The Board of Supervisors of Roanoke County, Virginia, has accepted a proposal for review from G&H Contracting, Inc. for the Hollins Library redevelopment project located at 6624 Peters Creek Road, Roanoke, VA, in accordance with the Public Private Educational Facilities and Infrastructure Act of 2002 ("PPEA"), as set forth in Chapter 22.1, Title 56 of the Code of Virginia, 1950, as amended, and the County's PPEA guidelines (the "Guidelines") which have been adopted pursuant to the Act.

Roanoke County intends to evaluate the proposal, may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and will accept for simultaneous consideration any competing proposals that comply with the PPEA and the Guidelines.

Proposers shall provide a processing fee check in the amount of \$5,000 payable to the "Treasurer of Roanoke County" with their proposal submissions. The proposal and processing fee must be submitted to:
Heath Honaker, Purchasing Division Director
County of Roanoke
5204 Bernard Drive SW
Suite 300-F
Roanoke, VA 24018

In order to be considered, all proposals must be submitted in a sealed envelope/package and received in the Roanoke County Finance Department Purchasing Division, located at the address above, no later than **5:00 p.m.** (local prevailing time) **on Tuesday, February 25, 2025.**

Any private entity submitting a competing proposal shall submit in a sealed envelope/package one (1) original and seven (7) copies and one (1) redacted copy of its proposal fit for public dissemination in the event the County must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on a USB Drive or other electronically transferable media. It shall be redacted to protect confidential and/or proprietary information and be labeled as such.

Copies of the non-proprietary sections of the G&H Contracting, Inc. proposal may be viewed and/or downloaded from either the County Website/eVA via the links below:

Roanoke County:

<https://www.roanokecountyva.gov/Bids.aspx?CatID=100&txtSort=BidNumberAsc&showAllBids=on&Status=>

eVA:

<https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp?status=Open&agencyname=County%20of%20Roanoke>.

The Roanoke County PPEA procedures are available on the County Website -

<https://www.roanokecountyva.gov/DocumentCenter/View/30880/Roanoke-County-PPEA-Procedures>

Conceptual design drawings and programming documents will be made available upon request of a Proposer.

A copy is also available for public inspection in the Purchasing Office on the 3rd floor of the County Administration Center, 5204 Bernard Drive, Roanoke, VA, 24018. Roanoke County solicits participation from minority-owned businesses.

Unsolicited PPEA for Roanoke County Public Library - Hollins Branch (REDACTED VERSION)



Part 1 - Conceptual Phase

February 25, 2025



**LIONBERGER
CONSTRUCTION**

5903 STARKEY ROAD – P.O. BOX 20209
ROANOKE, VA 24018-0507
PHONE (540) 989-5301
FAX (540) 989-5426
www.lionberger.com

Lionberger Construction continues to build long lasting relationships with our clients.

At Lionberger Construction, we are focused on delivering a project that gives you an exceptional return on your investment. However, that is only the first part of our commitment to your company and your project.

The difference is finding a partner that makes the process transparent, honors their deadlines and commitments, and brings a sense of quality and integrity to every aspect of the job. That is where Lionberger really stands out.

We appreciate the opportunity to submit our unsolicited PPEA Concept Proposal – REDACTED VERSION for your review. Lionberger is excited to collaborate with Roanoke County to develop preliminary budgets, schedules and a plan for renovation and construction of the new addition to the Hollins Library. We believe that our team-build experience will be an asset to Roanoke County as we move forward together on your project. For over 100 years, Lionberger Construction has worked closely with architects to assist clients in a true team build project delivery system. We have achieved this through our commitment to excellence, the integrity of our customer, employee relationships and our contributions to the greater community.

Our success rests on the core values of our employees, the result of a commitment that in many cases has spanned decades. These values have been instilled by our leadership throughout the history of Lionberger and remain prevalent today. We strive to ask questions that will help us understand your needs so we can better work with you to provide a final product that meets or exceeds your expectations within your desired budget.

We look forward to continuing our relationship with Roanoke County through this project and future projects. We appreciate the opportunity to submit our proposal for your review.

Sincerely,

LIONBERGER CONSTRUCTION



Samuel L. Lionberger, III
CEO



Section 1 - Qualification and Experience

- A. Legal Structure
- B. Lionberger's Firm experience/ Projects/ Client Information
- C. Recent Projects
- D. Contact Information
- E. Redacted
- F. Conflict of Interest Statement
- G. Obtaining Qualified Workers
- H. Training Programs
- I. SWAM and DBE Information
- J. Qualification Statement
- K. Safety Programs

Section 2 - Project Characteristics

- A. Redacted
- B. Work Performed by Public Entity
- C. Required Permits
- D. Negative Social Economic Impacts
- E. Positive Social Economic Impacts
- F. Redacted
- G. Contingency Plan
- H. Allocation of Risk and Liability
- I. Project Assumptions
- J. Proposed Phasing

Section 3 - Project Financing

- A. Redacted
- B. Redacted
- C. Redacted
- D. Proposed Risk factors and Methods
- E. Financial Resources Contemplated

Section 4 - Project Benefit and Compatibility

- A. Community Benefits
- B. Anticipated Public Support or Opposition
- C. Community and Public Information
- D. Compatibility with Economic Development
- E. Compatibility with County Plans



**LIONBERGER
CONSTRUCTION**

BUILDING RELATIONSHIPS SINCE 1923

Section 1 – Qualifications and Experience





1923 Lionberger traces its roots to 1923, when John C. Senter, S. Lewis Lionberger's uncle, opened the construction firm in his Roanoke home. He quickly earned the community's trust as a highly respected builder of commercial and industrial construction projects including a vital role in the early development of the Roanoke Airport.

1950 S. Lewis Lionberger, Senter's nephew, joined the firm following World War II and assumed its management. At this time the firm's name was changed to S. Lewis Lionberger Company and continued its steady course of commercial and industrial construction, gaining valuable experience in this challenging area of the industry. Lewis Lionberger's unbending sense of integrity and forthright dealings enhanced the already fine reputation of the company.

1964 Sam Lionberger, Jr. joined the firm following his graduation from Virginia Tech, and a tour with the U.S. Army Corps of Engineers.

1974 S. Lewis Lionberger retired and Sam Lionberger became President of the company. While many new processes and innovations were introduced, the high standards established by his predecessors remained the core value of the company.

1976 S. Lewis Lionberger Company changed its name to S. Lewis Lionberger Construction Company and began trading as Lionberger Construction Company. The company is recognized and known as a leading builder in Southwestern and Central Virginia and resulting in growth that more than quadrupled its size during the 1980's. The company also develops into a major builder for the increasingly complex and technology oriented facilities.

1988 Sam Lionberger, III began his career with the Company bringing another generation of new ideas and enthusiasm into the ever-changing and developing construction industry.

2000 Sam Lionberger, III is named President and assumed operations of the company and Sam Lionberger, Jr. becomes CEO focusing on strategic direction of the company.

2011 Sam Lionberger, Jr. retired and Sam Lionberger, III assumed his role as CEO and David Underwood is named President of the company.

Ownership Structure

Lionberger Construction is privately owned by Samuel L. Lionberger, III. Sam III is the third generation to assume the role of CEO of Lionberger Construction Company since 1950. It is the intention of the company to maintain our current ownership structure for many years to come.



General Contractor



Architects & Interior Designers



Civil, MEP and Structural Engineers



Licenses



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
04-30-2025

NUMBER
2705128289

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC ELE HVA RBC



S LEWIS LIONBERGER CONSTRUCTION COMPANY
5903 STARKEY RD
ROANOKE, VA 24018





Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

 COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC ELE-HVA RBC
NUMBER: 2705128289 EXPIRES: 04-30-2025

S LEWIS LIONBERGER CONSTRUCTION COMPANY
5903 STARKEY RD
ROANOKE, VA 24018

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

(FOLD)

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
12-31-2025

NUMBER
0407006323

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS
AND LANDSCAPE ARCHITECTS
BUSINESS ENTITY REGISTRATION

PROFESSIONS: ARC



HBM ARCHITECTS LLC
1382 W 9TH ST STE 300
CLEVELAND, OH 44113





Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

 COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

BOARD FOR APESCIDLA
BUSINESS ENTITY REGISTRATION
NUMBER: 0407006323 EXPIRES: 12-31-2025

PROFESSIONS: ARC
HBM ARCHITECTS LLC
1382 W 9TH ST STE 300
CLEVELAND, OH 44113



DPOR-PC (02/2017)

(FOLD)

Commonwealth of Virginia



11055612

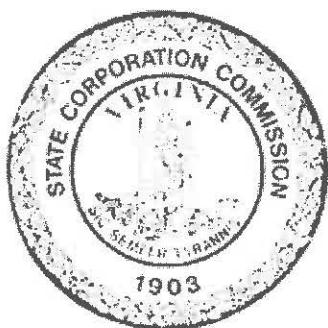
STATE CORPORATION COMMISSION

Richmond, May 21, 2020

This is to certify that a certificate of authority to transact business in Virginia was this day issued and admitted to record in this office for

ZMM Inc.

a corporation organized under the laws of West Virginia and that the said corporation is authorized to transact business in Virginia, subject to all Virginia laws applicable to the corporation and its business.



STATE CORPORATION COMMISSION

Attest:

Joel H. Beck

Clerk of the Commission

4-H CENTER VARIOUS PROJECTS



PROJECT
SPOTLIGHT



4-H Center Various Projects Wirtz, Virginia

Owner:
WE Skelton 4H Educational Conference Center

Construction Cost:
\$50,000.00 - \$3,000,000.00



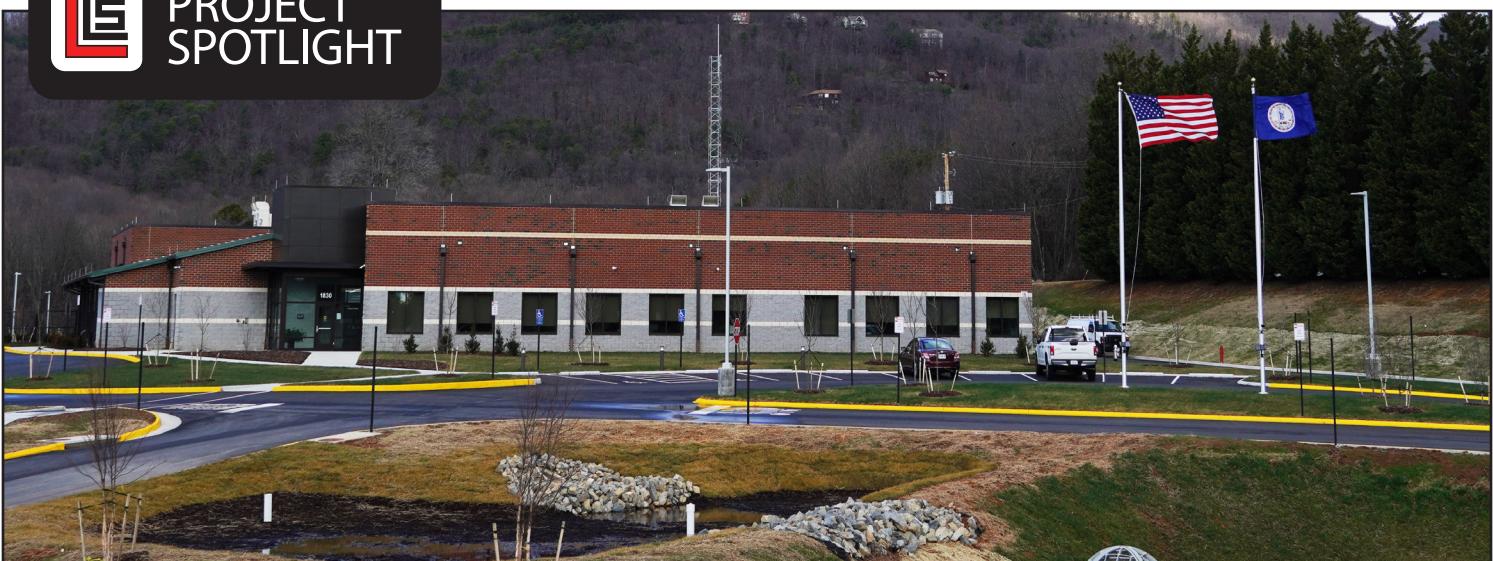
**LIONBERGER
CONSTRUCTION**

THE REPUTATION LEADERS BUILD ON.

5903 Starkey Road, SW | Roanoke, VA 24018 | ph: 540-989-5301 | fax: 540-989-5426 | www.lionberger.com



PROJECT SPOTLIGHT



811/911 Call Center Roanoke, Virginia

Owner:
Roanoke City

Construction Cost:
\$10,741,086.00



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PROJECT SPOTLIGHT

CHRISTIANSBURG AQUATIC



Christiansburg Aquatic

PPEA

Christiansburg, Virginia

Owner:

Town of Christiansburg

Construction Cost:

\$14,482,582.00



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PROJECT SPOTLIGHT

RADFORD STUDENT UNION



RADFORD STUDENT UNION Radford, Virginia

Owner:
State of Virginia

Construction Cost:
\$7,026,628.98



**LIONBERGER
CONSTRUCTION**

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PROJECT SPOTLIGHT

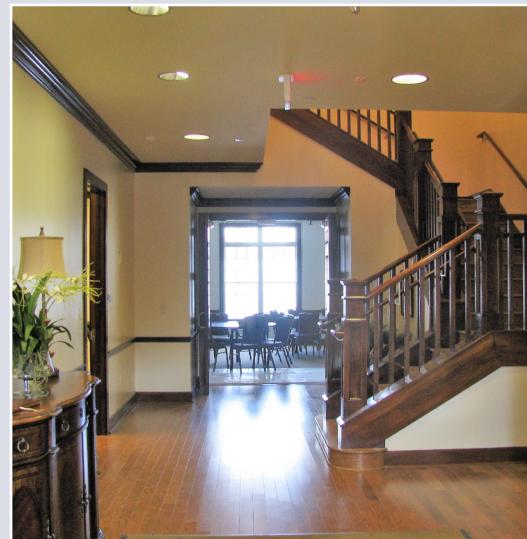
SIGMA PHI EPSILON FRATERNITY HOUSE



**Sigma Phi Epsilon
Fraternity House PPEA
Blacksburg, virginia**

**Owner:
Virginia tech**

**Construction Cost:
\$3,500,000.00**



**LIONBERGER
CONSTRUCTION**

THE REPUTATION LEADERS BUILD ON.
5903 Starkey Road, SW | Roanoke, VA 24018 | ph: 540-989-5301 | fax: 540-989-5426 | www.lionberger.com



PROJECT SPOTLIGHT

SOUTH COUNTY LIBRARY



**South County Library
Roanoke, Virginia**

**Owner:
Roanoke County**

**Construction Cost:
\$10,750,000.00**



**LIONBERGER
CONSTRUCTION**

THE REPUTATION LEADERS BUILD ON.

5903 Starkey Road, SW | Roanoke, VA 24018 | ph: 540-989-5301 | fax: 540-989-5426 | www.lionberger.com



PROJECT SPOTLIGHT

ST. JOHN NEUMANN ACADEMY



St. John Neumann Academy Blacksburg, Virginia

Owner:
St. John Neumann Academy

Construction Cost:
\$4,189,771.00



**LIONBERGER
CONSTRUCTION**

THE REPUTATION LEADERS BUILD ON.

5903 Starkey Road, SW | Roanoke, VA 24018 | ph: 540-989-5301 | fax: 540-989-5426 | www.lionberger.com



FERRUM COLLEGE BASSETT HALL

OWNER: Ferrum College

LOCATION: Ferrum, Virginia

CONSTRUCTION COST: \$3,000,000.00

STANLEY LIBRARY ADDITION

OWNER: Ferrum College

LOCATION: Ferrum, Virginia

CONTRACT AMOUNT: \$1,270,000.00



EDWARD VIA COLLEGE

OWNER: Edward Via College of Osteopathic Medicine

LOCATION: Blacksburg, Virginia

CONTRACT AMOUNT: \$6,500,000.00

VTTI INTERN BUILDING

OWNER: Expandtran, LLC

LOCATION: Blacksburg, Virginia

CONTRACT AMOUNT: \$1,823,462.00





SALEM JUDGES CHAMBERS - PPEA

OWNER: City of Salem

LOCATION: Salem, Virginia

CONSTRUCTION COST: \$499,511.00

CENTRAL VIRGINIA COMMUNITY COLLEGE

OWNER: Central Virginia Community College

LOCATION: Lynchburg, Virginia

CONTRACT AMOUNT: \$4,322,000.00



RADFORD RECREATION CENTER

OWNER: City of Radford

LOCATION: Radford, Virginia

CONTRACT AMOUNT: \$6,100,000.00

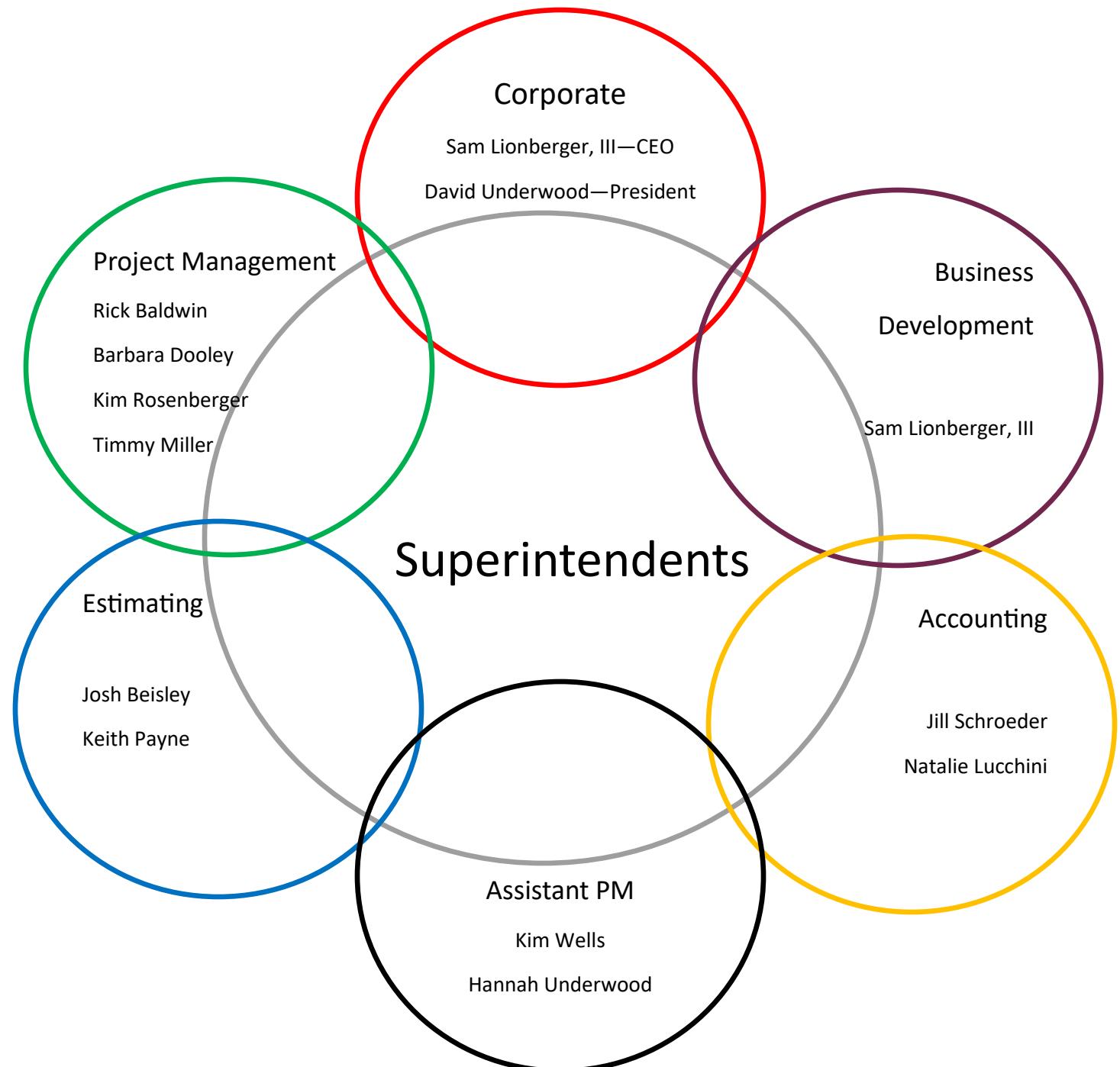
COVINGTON LIBRARY

OWNER: C.P Jones Memorial Library

LOCATION: Covington, Virginia

CONTRACT AMOUNT: \$1,124,528.00





About HBM Architects

CONTACT PERSON

Peter Bolek, AIA, NCARB, President & Director of Design
Phone: 216.241.1100 x112
Fax: 216.241.1101
pbolek@HBMarchitects.com
HBMarchitects.com

FIRM NAME & ADDRESS

HBM Architects, LLC
1382 West 9th Street, Suite 300
Cleveland, Ohio 44113

YEARS IN BUSINESS

49 years

SIZE OF FIRM

23 people

Principals

Peter Bolek, AIA, NCARB
President & Director of Design

James Shook, RA, NCARB
LEED AP BD+C
Principal & Project Manager

Kevin Kennedy, RA,
NCARB, LEED AP
Principal & Project Manager

Associates

Stephanie Shook, NCIDQ,
IIDA, LEED AP
Director of Interior Design

Brooke Breiner, NCIDQ,
LEED AP ID+C
Interior Designer

Renee Downing, LEED AP
Library Planning & Marketing

Katie Gaukin, NCIDQ
Interior Designer

Architectural Staff

Lou Trostel, RA
Project Architect / CA

Emily Dallmeyer, RA,
NCARB
Project Architect

Architectural Staff cont.

Jennifer Dort, RA, NCARB
Project Architect

David Fellenstein, RA, LEED AP, Project Architect / CA

Lisa McPeek / Designer

Ethan Snider, RA, NCARB
Project Architect

Kathryn Lester, RA, NCARB
Project Architect

Interior Design Staff

Tiffany Poje, NCIDQ, LEED AP, Interior Designer

Mackenzie Marinelli
Interior Designer

Becca Kern
Interior Designer

Additional Staff

Jillian Davis
Marketing Coordinator

Sydney Bolek
Digital Marketing

Patty O'Neill
Office Manager

FIRM HISTORY

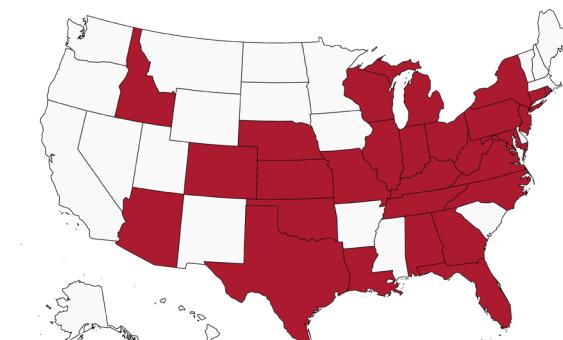
HBM is a nationally recognized architectural firm focused on library planning and design throughout the country. Our growth nationwide and history of success with libraries is built on our collaborative approach to design and community involvement. We have worked with more than 1,000 libraries since the firm was established in 1976. We explore and help shape library trends as a result of our involvement with libraries across the country. We are known for a broad range of design solutions and architectural styles because we create buildings that resonate with the unique character of each community.

LIBRARY DESIGN PHILOSOPHY

The Library's connection with the community originated with books and has expanded to be so much more. The impact of technology and evolving needs for how people interact and share, position libraries at an exciting crossroads. We know the library has gone from being book centric to people centric; from book storage centered to book use centered. Libraries are no longer places to only search and discover existing information but to generate information and create content in a variety of digital and physical forms. Libraries assist patrons in pursuing and displaying their own ideas, concepts, and creative pursuits expressing themselves by creating films, animations, music, self-publishing, making 3-D objects, and provide hands-on learning tailored to the communities' interests.

Libraries have continued to evolve and reinvent themselves to better serve, advance, and define their communities. Designing innovative and inspired spaces that can anticipate and adapt to changes in technology, community interests, service delivery methods, and needs will best position libraries for the future.

WHERE WE ARE WORKING



RECENT THOUGHT LEADERSHIP PRESENTATIONS

10 / 2024 Library Journal Design Institute - Cincinnati, OH, "Foundations: Building a framework for a successful project"
"Resilient Libraries / Resilient Communities"

06 / 2024 American Library Assoc. Annual Conference "Library Building Projects 101: A Crash Course..."

11 / 2023 Library Journal Webinar "Designing Libraries Within Your Means"

09 / 2023 Ohio Library Council - Annual Conference "Does it Fit? How to create library buildings and space that fit their communities"

10 / 2022 Core Forum - Salt Lake City, UT "Renovating and Preserving Historic Buildings"

09 / 2022 Ohio Library Council - Annual Conference "Shepherding you through the planning and construction of your new / renovated library"

09 / 2022 Ohio Library Council - Annual Conference "Library Design & Facilities in a Post-Pandemic World"

07 / 2022 NEO-RLS Webinar "Trends in Library Design"

06 / 2022 Library Journal Design Institute - New York, NY, "Energy in Place - Designing for Belonging and Inclusion"

06 / 2022 Library Journal Design Institute - New York, NY, "Just in Time Design: Lessons from the COVID-19 Pandemic about Adaptability and Flexibility"

06 / 2021 American Library Assoc. Annual Conference 2020-2021 ALA / AIA Awards

05 / 2021 Library Journal & School Library Journal Professional Event "Designing for a Flexible Future"

11 / 2020 Library Journal Article "2020...What's Next? How Libraries Can Become More Resilient to the Challenges Ahead"

11 / 2020 Library Journal Design Institute - Virtual Event "Future Forward / Things We've Learned During the Pandemic that will Inform Library Design..."

10 / 2019 Library Journal Design Institute - Austin, TX "The Staff Connection: how architects balance the influence of staff on design and design on staff"

IN-HOUSE SERVICES

Library Programming & Planning

- Library Visioning
- Needs Assessments
- Feasibility Studies
- Building Programs
- Master Planning

Campaign / Fundraising Support

- Pre - Bond Planning
- Analysis of Options for Campaigns / Fundraising
- Grant Procurement Support
- Private Fundraising Support

Community & Stakeholder Outreach / Visioning

- In-person and online input gathering methods
- Hands-on workshops
- Educational input gathering sessions
- Custom surveys
- Interviews
- Focus groups
- Summaries
- Local Government Presentations

Presentation Materials

- Interior / Exterior Illustrated Renderings
- Computer Generated Renderings / Models
- Physical Models
- Brochures
- Presentation Boards
- Graphic Design Services

Architectural Services

- Site Analysis / Test Fits
- Building Assessments
- Maintenance Plans
- Concept Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding / Negotiation
- Cost Estimating
- Specifications
- Construction Administration
- Project Close-out
- New Construction
- Expansion & Renovation

- Historic Restoration

- Interior Reconfiguration & Updates
- Building Demolition

Interior Design Services

- Interior Design materials selection for finishes, furniture, and equipment
- Custom Cabinetry & Displays
- Bidding / Negotiation for Interiors
- Signage Design
- Environmental Graphics
- Project Close-out

Sustainable Design Services

- Development of Sustainable Strategies for LEED Certification
- Completing the LEED Certification process

MORE THAN 48 YEARS OF AWARD-WINNING LIBRARIES



Indianapolis Public Library / West Perry Branch
2024 American Library Association / IIDA Award for buildings 30,000 SF and under
2024 AIA Ohio Honor Award
2024 Region 5 ASHRAE Technology Award

2023 ENCR Green Building of the Year - LEED BD+C Award

2022 IIDA "Engage" Award

2022 AIA Indiana Honor Award

2021 AIA Cleveland Design Award

Kanawha County Public Library / Main Library

2023 AIA Cleveland Honor Award

2023 AIA West Virginia Honor Award

Cleveland Public Library / South Branch

2021 IIDA Award - Best in the "Serve" Category

2019 AIA / Cleveland Restoration Society Award for Preservation of a Community Landmark

Toledo Lucas County Public Library / Main Library

Bronze Prize in the Starnet Commercial Flooring Awards

Toledo Lucas County Public Library / King Road Branch

2019 AIA Cleveland - Achievement of Excellence Award

Cuyahoga County Public Library / Orange Branch
2019 IIDA Award for Best in Public / Civic Interior Design
Roanoke Public Libraries / Raleigh Court Branch
2017 Project of the Year - American Public Works Assoc.

Fulton County Library / East Roswell Branch
2016 Metro Atlanta Chamber of Commerce E3 Award for Energy Efficiency in the Built Environment

Nashville Public Library / Southeast Davidson Branch
Library Journal Magazine - Library of the Year (Nashville Public Library)

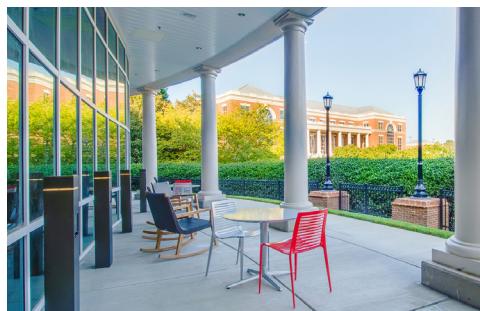
2015 Urban Libraries Council - Top Innovator Award
2014 Tennessee Development District Association / Greater Nashville Regional Council - Project of the Year
2014 Urban Land Institute / Public Sector - Large Project of the Year

Cuyahoga County Public Library / Warrensville Heights Branch
2015 Library Journal New Landmark Library

Roanoke County Public Library / South County Library
2012 Outstanding Facility Award Winner / The Virginia Library Directors Association

Cleveland Public Library / Carnegie West Branch
American Institute of Architects Award

Current & Recent Library Projects (Past 5 Years)



COLORADO

Pueblo City-County Library

- Planning and renovation of the 110,000 SF Main Library, an iconic Antoine Predock building
- Renovation and expansion of Lucero and Barkman branches

CONNECTICUT

Manchester Public Library

A new 75,000 SF Main Library. Our team previously completed site selection and conceptual design services

FLORIDA

Maitland Public Library – a new 25,000 SF library building and re-purposing of the former historic building

Sanibel Public Library

The re-imagining and reconfiguration / renovation of a 30,000 SF public library building

St. Johns County – a new 10,000 SF Hastings Community Center & Library, 3 additional branch libraries tied to parks / recreation centers

St. Petersburg Library System

LEED Gold renovation of the mid-century modern style Main Community Library

INDIANA

Indianapolis Public Library - West Perry Branch

- A new 22,800 SF branch in an under-served area
- Facilities Master Plan / Patron Services Study

Johnson County Public Library - Clark-Pleasant Branch - a new 17,200 SF branch library replacing an existing building

KANSAS

Newton Public Library - a new 25,000 SF library building

KENTUCKY

Boone County Public Library - Hebron Branch Library - A new 30,000 SF branch library in a rapidly growing area

MARYLAND

Calvert Library

A new Twin Beaches Branch

Carroll County Public Library

- 6 Branch and Headquarters Facilities Master Plan
- Planning for a renovated or new Eldersburg Branch

Eastern Shore Regional Library

25 building Facilities Master Plan across 8 counties

Frederick County Public Libraries

- 7 Branch & Main Library Facilities Master Plan
- A new Middletown Branch

Enoch Pratt Free Library

Renovation of the historic Forest Park Branch Carnegie library

St. Mary's County Library

3 building Facilities Master Plan

MICHIGAN

Dowagiac District Library

The expansion and renovation of a Carnegie Library and successful bond issue campaign support

NEBRASKA

University of Nebraska at Kearney - Calvin T. Ryan Library 122,000 SF renovation

NORTH CAROLINA

Cabarrus County Public Library - Afton Ridge Library & Active Living Center

A new 40,000 SF combined library and senior center

OHIO (a partial listing)

Stark County District Library

- A new Operations Center
- A new Main Library building
- A new South Central Branch
- Renovation of the Plain Branch
- Jackson Twp Branch - a new 10,000 SF building
- Jackson Twp Branch temporary location
- 7 branch re-imagining / renovation
- Main Library planning study

Guernsey County Public Library

The renovation and expansion of the Byesville Branch and a new outreach services building

Current & Recent Library Projects (Past 5 Years)



OHIO continued

Upper Arlington Public Library

- Facilities Master Plan (Main Library + 2 branches)

Cleveland Public Library

- Lorain Branch renovation & expansion (Carnegie)
- South Branch renovation & expansion (Carnegie)

Cuyahoga County Public Library

- Bay Village Branch - a new 17,000 SF branch
- Middleburg Hts. Branch - new 16,000 SF branch

Mansfield-Richland County Public Library

- A Facilities Master Plan evaluating their historic Main Library and 8 branches.
- Renovation of the Ontario Branch

Amherst Public Library

The expansion and renovation of a Carnegie Library

Lakewood Public Library - Madison Branch

The renovation, restoration and small expansion of an historic library building

Toledo-Lucas County Public Library

- Main Library Renovation of 104,630 SF of 300,000 SF
- Sylvania Branch expansion & renovation
- King Road Branch - a new 22,200 SF new branch
- 10 year Facilities Master Plan

Tuscarawas County Public Library - Main Library

The expansion and renovation of an historic main library building to implement a new service model and an outreach services facility

Ida Rupp Public Library

- Main Library renovation
- Main Library assessment & planning
- Marblehead Peninsula Branch - adaptive re-use of a former restaurant

Sandusky Library

Exterior restoration of the historic Library, Erie County Jail, and Follett House Museum

PENNSYLVANIA

Adams County Library System
A new Gettysburg Library building

Peters Township Public Library
Space Planning Study for Renovation

RHODE ISLAND

Town of Narragansett / Maury Loontjens Memorial Library

The adaptive reuse of the former Belmont Market Building into a new home for the Maury Loontjens Memorial Library

TENNESSEE

Clarksville-Montgomery County Public Library

- a new 15,000 SF North Branch
- Main Library - targeted renovations

Spring Hill Public Library

Adaptive reuse of 50,000 SF former Saturn Plant Administration Building into a new community library

TEXAS

Nicholson Memorial Library System - Walnut Creek Branch - a new 18,000 SF branch library

Texas A&M University - Evans Library

The phased renovation of 60,000 SF of a university library

Texas State University - Alkek Library

The phased renovation of 58,000 SF of university library space

VIRGINIA

Roanoke County Public Library

- A new or renovated Hollins Branch
- A new 21,000 SF Vinton Branch

Roanoke Public Library

Raleigh Court Branch expansion & renovation

York County Public Library

Yorktown Library expansion & renovation

WEST VIRGINIA

Kanawha County Public Library - Main Library

Site selection, fundraising support, expansion and renovation of an historic building

WISCONSIN

Rhineland District Library

The expansion and renovation of a Carnegie library



Peter Bolek, AIA, NCARB PRESIDENT & DIRECTOR OF DESIGN

Principal in Charge

As design principal and President of HBM Architects, Peter Bolek is the heart of the firm's collaborative working model and takes an active role in both strategic and detailed design solutions in the studio. His passion lies in the belief that in addition to solving the complex and pragmatic needs of a client's program, design has the transformative power to enhance our everyday life experiences. Peter provides design leadership and insight into all of the firm's projects.

Peter brings more than 25 years of experience with public sector clients and has participated in, and orchestrated all facets of feasibility studies, programming, planning, design, and construction of projects throughout the country. With a strong emphasis on sustainability and the integration of LEED strategies, the firm's designs include multifaceted solutions spanning many styles from historic to contemporary and have been recognized by the AIA, ALA, Library Journal Magazine, and American Libraries Magazine for excellence in design.

Education

Bachelor of Architecture
Kent State University, 1996
Bachelor of Science in
Architecture
The Ohio State University, 1994

Registration

Registered Architect |
Alabama, Arkansas, Colorado,
Connecticut, Florida, Georgia,
Illinois, Indiana, Kansas,
Kentucky, Louisiana, Maryland,
Michigan, New Jersey, New
York, North Carolina, Ohio,
Pennsylvania, Tennessee,
Texas, Virginia, West Virginia,
Wisconsin
NCARB

Professional Affiliations

American Institute of
Architects
American Library Association
- Core Committee Member /
Chair of the AIA/ALA Library
Building Awards Committee
Medical Library Association
Society for College & University
Planning
Association of College &
Research Libraries
Urban Libraries Council
National Council of
Architectural Registration
Boards
International Code Council
Village of Moreland Hills
Planning Commission

Relevant Project Experience

- Stark Library, OH
Main library & Operations Center
- City of Maitland, FL - a new 25,000 SF library building
- St. John's County, FL - Community Center and Library facilities in Hastings, Northwest, and Central parts of the county
- Roanoke County Public Library, VA - a new Hollins Branch and 3 additional library facilities
- University of Nebraska at Kearney, NE Calvin T. Ryan Library renovation
- Cabarrus County, NC - Afton Ridge Library & Active Living Center
- Pueblo City-County Library, CO
- Barkman Branch renovation
- Lucero Branch renovation
- Rawlings (Main) Library
- Enoch Pratt Free Library, MD historic Forest Park branch renovation
- Calvert Library, MD - a new Twin Beaches Branch
- Newton Public Library, KS
- Cleveland Public Library, OH
 - Historic South Branch renovation & expansion
 - Historic Lorain Branch renovation & expansion
- Kanawha County Public Library, WV
Historic Main Library expansion and renovation
- Cuyahoga County Public Library, OH
 - 5 branch libraries

Recent Presentations & Forums

- 10 / 2024 Library Journal Design Institute - Cincinnati, OH
"Resilient Libraries / Resilient Communities"
- 06 / 2024 American Library Association / CORE Presidential Citation
- 10/2022 Core Forum - Salt Lake City, UT
"Renovating and Preserving Historic Buildings"
- 07/2022 NEORL Webinar
"Library Renovations: Considerations & Case Studies"
- 06/2022 Library Journal Design Institute - New York, NY
Panelist for "Energy in Place" and "Just In Time Design"
- 04/2022 The Agati Video Podcast
"Preserving History, Honoring Community & Pursuing Flexibility"



James Shook, RA, NCARB, LEED AP BD+C PRINCIPAL

Project Manager & Primary Contact Person

James brings more than 25 years of experience to your project. His focus is on the design phases of projects and day to day coordination with the design team. He leads our team's process to develop and test design concepts that respond to the building program and then evolve into a cohesive design solution.

As a Project Manager, his strengths include the design and management of complex, multi-discipline, sustainable projects. His responsibilities include being the primary liaison / point of contact for projects that he manages. James is LEED AP BD+C certified and oversees the firm's sustainable design strategies and maneuvers the project team through the LEED Certification process. His design coordination, sustainable design strategies, and collaboration with the Owner and engineering team translates into comprehensive construction documents and a successful construction administration phase.

Relevant Project Experience

Registration

Registered Architect | Ohio and New York
LEED AP BD+C

Professional Affiliations

Urban Libraries Council
National Council of
Architectural Registration
Boards

"Thanks for pointing us to HBM - everybody here loves working with Jamie."

- John Halliday, Former Director
Jefferson-Madison Regional Library, VA

Stark County District Library, OH

- A new Operations Center
- A new Main Library
- A new South Central Branch Library
- Renovation of the Plain Branch Library
- Planning for a new Main Library
- A new Jackson Township Branch
- Jackson Branch temporary location
- 7 Branch re-imagining / renovation
- Branch libraries improvement master plan

Carroll County Public Library, MD Eldersburg Branch Feasibility Study

Cabarrus County, NC - Afton Ridge Library & Active Living Center

Pueblo City-County Library, CO

- Barkman Branch renovation
- Lucero Branch renovation
- Rawlings (Main) Library renovation
- Master Plan for the Main Library & 11 branch locations

Town of Narragansett, RI - a new Maury Loontjens Memorial Library

Amherst Public Library, OH - the expansion and renovation of a Carnegie

Dowagiac District Library, MI - the expansion and renovation of a Carnegie

Kanawha County Public Library, WV
Historic Main Library expansion and renovation

Newton Public Library, KS

Lakewood Public Library, OH - historic Madison Branch expansion & reno

York County Public Library, VA
Yorktown Branch expan & reno

Anythink Libraries - Planning and campaign support for 2 libraries | CO

Cuyahoga County Public Library, OH

- Bay Village Branch
- Middleburg Heights Branch
- Orange Branch
- Parma-Snow Branch expan & reno
- Warrensville Heights Branch

Roanoke County Public Library, VA

- New Main Library & 3 branches

Recent Presentations & Forums

03/2019 US Green Building Council - Roanoke, Virginia

Presentation and tour of the Vinton Library discussing sustainable design strategies and obtaining LEED Certification. This program was submitted for professional CEU's from both the GBCI and AIA.



Emily Dallmeyer, AIA, NCARB

Project Architect

As a project architect, Emily develops all facets of projects from early visioning through design, production, and construction administration. She works closely with both team members and clients to ensure highly successful results. From her experience in the non-profit sector she brings an understanding of grant funding and regulatory compliance, providing a unique perspective to public projects from design development and how design decisions can impact the overall project schedule and budget. Emily has worked on a wide variety of civic buildings and understands the value of publicly funded projects and what they bring to their communities.

Relevant Project Experience

Stark County District Library, OH

- A new Operations Center
- A new Main Library
- A new Southgate Branch Library
- Renovation of the Plain Branch Library

Cabarrus County, NC - Afton Ridge Library & Active Living Center

St. John's County, FL - a new Hastings Library & Community Center

St. Petersburg Library System, FL - President Barack Obama Main Community Library renovation

Clarksville - Montgomery County Public Library, TN - a new North Branch

Education

Master of Architecture
University of North Carolina
at Charlotte, 2015

Bachelor of Fine Arts
Washington University in St.
Louis, 2007

Institute for the international
Education of Students,
Madrid, Spain, 2005

Registration

Registered Architect | North
Carolina

Professional Affiliations

American Institute of
Architects

National Council of
Architectural Registration
Boards



Jennifer Dort, RA, NCARB

Project Architect

Jennifer is a staple on the project team beginning with the programming or schematic design phase and remains engaged throughout construction. Her role on projects provides an opportunity to interface with clients and work through creative solutions from concept to completion using a variety of graphic and construction methods. Jennifer's responsibilities also include coordination of consultants, mentoring junior staff, code review, and materials/specifications research. She is also experienced with leading the development, detailing, and documentation of the building envelope, performing existing building analysis and working with historic Carnegie Libraries. Additionally, Jennifer collaborates with the overall project team during internal design charrettes and through client presentations.

Education

Master of Architecture
The Ohio State University,
2011

Bachelor of Arts in
Architecture
Miami University, 2005

Registration

Registered Architect | Ohio

Professional Affiliations

National Council of
Architectural Registration
Boards

Relevant Project Experience

Stark County District Library, OH

- A new Operations Center
- A new Main Library
- A new Southgate Branch Library
- Renovation of the Plain Branch Library

Mansfield-Richland County Public Library, OH - Ontario Branch
renovation

St. John's County, FL - a new Hastings Library & Community Center

Town of Narragansett, RI - a new Maury Loontjens Memorial Library

Pueblo City-County Library District, CO - Barkman Branch & Lucero
Branch renovation and expansion

Manchester Public Library, CT - a new Mary Cheney Library

Nicholson Memorial Library System, TX - a new Walnut Creek Branch

Cleveland Public Library, OH - Lorain Branch - Carnegie Library
renovation & expansion

Stark County District Library, OH - 7 Branch phased renovation project

York County Public Library, VA - Yorktown Library Expansion &
Renovation



Lou Trostel, RA

Project Architect & Construction Administration

Lou supports the evolution of projects from planning through construction, develops final detailing for projects, and reviews documents for quality control. He has more than 30 years of experience in architectural design and construction administration.

Lou's experience also includes: construction field inspection, preparing field logs, data / progress reports, reviewing RFI's, shop drawings, pay applications, and change orders. Lou's accumulated experience in the architectural field is a resource and essential part of promoting the professional development of the HBM team.

Education

Master of Architecture
University of Colorado, 1983

Bachelor of Environmental
Design
University of Colorado, 1979

Registration

Registered Architect | Ohio

Relevant Project Experience

Guernsey County Public Library, OH - Byesville Branch renovation and new Mobile Services Garage

Sandusky Library, OH - exterior repair and restoration of the library building and Follett House Museum

Amherst Public Library, OH - Carnegie Library renovation & expansion

Rhinelander District Library, WI - Carnegie Library renovation & expansion

Cleveland Public Library, OH

- Historic South Branch renovation & expansion
- Historic Lorain Branch renovation & expansion

Stark County District Library, OH

- 7 branch re-imagining / phased renovation
- a new Jackson Township Branch

Dowagiac District Library, MI - Carnegie Library renovation & expansion

Lakewood Public Library, OH - historic Madison Branch renovation & expansion

York County Public Library, VA - Yorktown Branch renovation & expansion

Tuscarawas County Public Library, OH - Main Library renovation & expansion and new Mobile Services Garage

Perry County District Library, OH - a new Somerset Branch

Cuyahoga County Public Library, OH - a new Middleburg Heights Branch

Roanoke Public Libraries, VA - Raleigh Court Branch renovation & expansion

Bellevue Public Library, OH - Carnegie Library renovation & expansion

Southwest Public Libraries, OH - a new Grove City Library

Toledo Lucas County Public Library, OH

- a new King Road Branch
- Oregon Branch renovation & expansion

Southern Illinois University, IL - Medical Library renovation



Stephanie Shook, NCIDQ, IIDA, LEED AP ASSOCIATE

Director of Interior Design

Stephanie has more than 25 years of experience and has been responsible for all aspects of interior design including programming, space planning, interior design, finish selection, furniture selection, custom cabinetry design and detailing, interiors package coordination, construction and installation administration, project management, project close-out, and follow-up services. Stephanie also develops unique solutions for refreshing existing furniture to update fabrics and integrate technology / access to power.

One of her strengths is handling and coordinating the multitude of details that arise from the assembly and execution of the interiors package. Stephanie works very closely with our clients throughout the project to ensure that every detail has been attended to and that the client's vision is realized.

Relevant Project Experience

Cabarrus County, NC - Afton Ridge Library & Active Living Center

Carroll County Public Library, MD - Eldersburg Branch Feasibility Study

Ida Rupp Public Library, OH

- Planning for and renovation of the Main Library
- Marblehead Peninsula Branch

Guernsey County Public Library, OH
Byesville Branch renovation & new Mobile Services Garage

York County Public Library, VA
Yorktown Branch expan & reno

Town of Narragansett, RI - a new Maury Loontjens Memorial Library

Amherst Public Library, OH - the expansion and renovation of a Carnegie Library

Tuscarawas County Public Library, OH - historic Main Library renovation, expansion, & Mobile Services Garage

Lakewood Public Library, OH - historic Madison Branch expansion & renovation

Cuyahoga County Public Library | OH

- a new Bay Village Branch
- a new Middleburg Heights Branch
- a new Orange Branch
- Gates Mills Branch renovations
- Parma-Snow Branch expansion & renovation
- Mayfield Branch - planning & interiors
- a new Warrensville Hts Branch

Roanoke County Public Library, VA

- A new Hollins Branch
- A new Vinton Branch
- A new Glenvar Branch
- A new South County (Main) Library

Boone County Public Library, KY - a new Hebron Branch

Recent Presentations & Forums

06/2024 American Library Assoc. Annual Conference
"Library Building Projects 101: A Crash Course..."

04/2022 Agati Video Podcast
"Preserving History, Honoring Community & Pursuing Flexibility"

11/2020 Library Journal Article
"2020?...What's Next? How Libraries Can Become More Resilient to the Challenges Ahead"

07/2019 Library Journal Article
"Breaking the Model - How Community Centered Libraries Celebrate Equity, Diversity, and Inclusivity"



Brooke Breiner, NCIDQ, LEED AP ID+C ASSOCIATE

Interior Designer

Brooke is an Associate and lead interior designer with more than 15 years of professional experience in a variety of civic projects. Brooke is well versed in project visioning, programming, space planning, finish selections, FF&E selections, specifications, construction documents, and construction administration.

She works closely with our clients to develop innovative and lasting interior designs that compliment the overall building design idea and reflect the vision and goals of the owner. She generates and guides designs through FF&E selection, specifications, and construction documents bringing the design into reality. Brooke is involved with projects from start to finish to deliver a comprehensive interior design package.

Education

Bachelor of Interior Design
Kent State University, 2006

Registration

NCIDQ
LEED AP ID+C

Relevant Project Experience

Pueblo City-County Library, CO

- Barkman Branch renovation
- Lucero Branch renovation
- Rawlings (Main) Library renovation
- Master Plan for the Main Library & 11 branch locations

St. Petersburg Library System, FL - President Barack Obama Main Community Library renovation

Cleveland Public Library, OH

- Lorain Branch - Carnegie Library renovation & expansion
- Rockport Branch renovations for new technology center

Nicholson Memorial Library System, TX - a new Walnut Creek Branch

Clarksville - Montgomery County Public Library, TN - a new North Branch

Stark County District Library, OH

- A new Operations Center
- A new Main Library
- A new Southgate Branch Library
- Renovation of the Plain Branch Library
- Planning for a new Main Library
- A new Jackson Township Branch
- Jackson Branch temporary location
- 7 Branch re-imagining / renovation
- Branch libraries improvement master plan

Toledo Lucas County Public Library, OH

- Historic Main Library renovation
- Sylvania Branch expansion & renovation
- A new King Road Branch

Anythink Libraries, CO - planning and campaign support for 2 new buildings

Sanibel Public Library, FL - phased renovations

Huntsville-Madison County Public Library, AL - a new Madison Branch

Southwest Public Libraries, OH - a new Grove City Library



Katie Gaukin, NCIDQ ASSOCIATE

Interior Designer

Katie assists with visioning, space planning, defining options for interior finishes, designing custom cabinetry and interior features, furniture and equipment selections, and participates in presentations to our clients. She works with the overall design team, leading the interiors scope of work, to move the project concept forward through FF&E selection, creating specifications, and construction documents for the interior packages.

Education

Bachelor of Arts in Interior Design
Ursuline College, 2008

Registration

NCIDQ

Katie has a passion for conducting research into each project's community context. Her findings are reflected through inspired mood boards that present contextual ideas for interior selections. She stays up to date with current trends by researching new products and materials through NEOCON events, product rep presentations, and studying new projects around the world through publications. This interest helps to inform her talent for developing thoughtful and detailed specifications.

Relevant Project Experience

Manchester Public Library, CT - a new 75,000 SF Main Library building

St. John's County, FL

- A new Hastings Community Center & Library
- A new Northwest Community Center & Library
- A new Central Community Center & Library

Lima Public Library, OH

- Renovation of the Main Library
- Planning for improvements to the Main Library building

Adams County Library System, PA - a new Main Library in Gettysburg

Newton Public Library, KS - a new library building

Johnson County Public Library, IN - a new Clark Pleasant Branch

Calvert Library, MD - a new Twin Beaches Branch

Enoch Pratt Free Library, MD - Forest Park Branch - Carnegie Library renovation

Indianapolis Public Library, IN - a new West Perry Branch

Kanawha County Public Library, WV - historic Main Library expansion & renovation

Dowagiac District Library, MI - Carnegie Library renovation & expansion

Cuyahoga County Public Library, OH - a new Middleburg Heights Branch

Cleveland Public Library, OH - South Branch (expansion & renovation)

Sanibel Public Library, FL - phased renovation

Ida Rupp Public Library, OH - a new Marblehead Branch

Recent Presentations & Forums

09 / 2023 Ohio Library Council - Annual Conference

"Does it Fit? How to create library buildings and space that fit their communities"

09/2022 Ohio Library Council - Annual Conference

"Shepherding you through the planning and construction of your new/renovated library"



Mackenzie Marinelli, ASSOCIATE IIDA

Interior Designer

Mackenzie assists with visioning, defining options for interior finishes, furniture and equipment selections, and participates in presentations to our clients. Mackenzie works with the overall design team, developing and executing the interiors scope of work, to move the project concept forward through FF&E selection, creating specifications, and construction documents for the interior design packages.

Education

Bachelor of Fine Arts in
Interior Design
Cleveland Institute of Art,
2013

Her background in fine arts and design inspires creative color trends and a distinct style for each one of the projects she works on. Mackenzie's passion for design drives her to constantly expand her knowledge of new trends by attending events such as NEOCON, IIDA events, and CEUs as well as working closely with product representatives. In doing so she creates a unique environmental experience for our clients that creates lasting impressions on the patrons who use it. She brings a fresh outlook to every project challenge that comes her way.

Professional Affiliation

International Interior Design
Association (Associate IIDA)

Relevant Project Experience

Indianapolis Public Library, IN - Facilities Master Plan

Mansfield-Richland County Public Library, OH - Ontario Branch renovation

Cleveland Public Library, OH

- Lorain Branch - Carnegie Library renovation & expansion
- Rockport Branch renovations for new technology center

Pueblo City-County Library, CO

- Barkman Branch renovation
- Lucero Branch renovation
- Rawlings (Main) Library renovation

Johnson County Public Library, IN - a new Clark Pleasant Branch

Stark County District Library, OH

- A new Jackson Township Branch
- 7 Branch re-imagining / renovation

Mentor Public Library, OH - Mentor-on-the-lake Branch expansion and renovation

Cuyahoga County Public Library, OH - a new Bay Village Branch

Toledo Lucas County Public Library, OH

- Historic Main Library renovation
- Sylvania Branch expansion & renovation
- a new King Road Branch

Sanibel Public Library, FL - phased renovations

Charlotte - Mecklenburg Library, NC - Morrison Regional Library renovation and expansion

Tuscarawas County Public Library, OH - historic Main Library renovation, expansion, & Mobile Services Garage

Recent Presentations & Forums

09 / 2023 Ohio Library Council - Annual Conference

"Does it Fit? How to create library buildings and space that fit their communities"

HBM Architects / References

Stark County District Library, OH

Mary Ellen Icaza
CEO & Executive Director
micaza@starklibrary.org
330.458.2707

- A new 70,000 SF Main Library
- A new 24,800 SF Operations Center
- Renovation of 8 branch libraries
- A new 10,500 SF Jackson Township Branch

Pueblo City-County Library, CO

Sherri L. Baca, MSL
Executive Director
sherri.baca@pueblolibrary.org
719.562.5652

- Renovation of the 110,000 SF Rawlings (Main) Library based on a prior planning study completed by HBM
- Phased renovation & expansion of the Barkman & Lucero Branches (currently in the design development phase)

Kanawha County Public Library, WV

Erika Connelly
Library Director
erika.connelly@kcplis.org
304.343.4646 x1241

The award-winning renovation and expansion of the 80,000 SF Main Library. HBM collaborated with local firm, Silling Architects on this project.

Johnson County Public Library, IN

Lisa Lintner
Director
llintner@jcplin.org
317.346.1501

- A new 17,000 SF branch library building on a new site adjacent to a main thoroughfare and residential area
- The renovation and expansion of the 25,000 SF White River Branch

Indianapolis Public Library, IN

Mike Coghlan
Facilities Project Manager
mcoghlan@indypl.org
317.275.4830

- A new award-winning 22,800 SF branch library building on a new site in a growing community
- A facilities master plan of the Central Library, Services Center, and 24 Branches

Toledo-Lucas County Public Library, OH

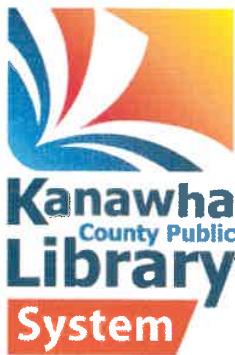
Jason Kucsma
Director
jason.kucsma@toldeolibrary.org
419.259.5256

- 104,631 SF renovation of the historic Art Deco Main Library completed in fall 2019
- 21,300 SF Renovation and 3,900 SF Addition to the Sylvania Branch Library completed in 2018
- System-Wide 10 Year Master Plan evaluating 19 branches and a 300,000 SF Main Library
- A new 21,500 SF King Road Branch Library completed in 2016
- 15,000 SF Renovation and 3,500 SF Expansion of the Oregon Branch Library completed in 2015

Manchester Public Library, CT

Doug McDonough
Director
dmcdonough@manchesterct.gov
860.643.2471

A new 75,000 SF main library building



November 4, 2022

MAIN LIBRARY

123 Capitol Street
Charleston, WV 25301

P: 304.343.4646
F: 304.348.6530

www.kcpls.org

Clendenin Branch
304.548.6370

Cross Lanes Branch
304.776.5999

Dunbar Branch
304.766.7161

Elk Valley Branch
304.965.3636

Glasgow Branch
304.595.3131

Marmet Branch
304.949.6628

Riverside Library
304.949.2400

St. Albans Branch
304.722.4244

Sissonville Branch
304.984.2244

Dear Members of the Selection Committee

On behalf of the Library Board and management team regarding our recent Main Library renovation, I would like to offer our satisfaction with our two key architects on the project. Both Silling Associates, Inc. and HBM Architects, LLC were instrumental in the design success of the reimagined, modern library space.

HBM, a leading public library design firm, worked seamlessly with our local architects at Silling who provided supporting architectural design and onsite project management. Key Silling representatives included Jody Driggs and Brian Estep who worked closely with our design architects at HBM that include Peter Bolek and James Shook. This team provided constant analysis, daily and weekly inspections, and participated regularly in conversations with our library management team and Library Board. We felt that this team worked diligently and cohesively and was responsive to any concerns.

I would be happy to share any additional information regarding our relationship regarding our project architects. In general, we valued their services and were very satisfied that they helped accomplish our mission to establish the downtown library as a premier destination.

Sincerely,

A handwritten signature in blue ink that reads "Erika Connelly".

Erika Connelly – Library Director

August 9, 2022

Dear Members of the Selection Committee,

It has been our pleasure to work with HBM Architects on the planning, design, and construction of our new Clark Pleasant Branch Library. This project kicked-off in 2019, during the early months of the pandemic. I was impressed at how quickly HBM pivoted their design approach to effectively and creatively engage with our stakeholders, staff, and library administration as if they were here in person. This is truly to be commended – what could have been a very difficult situation was turned into a best-case scenario.

During the design process, the HBM architectural team and interior designers did a great job of understanding the community, our goals for the building, and translating these visions into an attractive, functional, and future-minded new library. The logistics of sharing ideas, materials, and furniture concepts for the interiors were handled professionally and through coordinated shipping of items for us to sample and zoom meetings to discuss these options and help guide us through the decision-making process. Their interior design professionals provided high quality suggestions that met our budgeting.

I will also acknowledge how well the HBM team worked with our pre-construction team for value-engineering discussions and the great relationships they developed with library staff, with our owner's representative and full construction team.

HBM was also present and involved during the construction phase, conducting regular in-person site observation and keeping our team informed throughout.

Overall, we love our new library building and would highly recommend working with HBM Architects. Their deep knowledge of public libraries meant that they could readily understand and enact our goals for this building. Some of this expertise is evidenced in helping us create a true community center through the innovative use of flexible walls, furniture, and shelving to provide the added active learning spaces we felt were important to provide in this community.

Sincerely,

~Lisa



Lisa Lintner
Johnson County Public Library, Director
49 E. Monroe Street
Franklin, IN 46131
317-346-1501
llintner@jcplin.org

The Indianapolis Public Library

West Perry Branch

Location

Indianapolis, Indiana

Population Served

373,000

Size

47,000 SF / 1 Story

Completion

07 / 2021

Construction Budget & Actual

\$8,100,000

Delivery Method

Construction Manager at Risk

Team Members

Peter Bolek, Principal in Charge & Director of Design

Kevin Kennedy, Project Manager

Kevin Kennedy, Project Architect

Katie Gaukin, Interior Designer

Services

Design Architect & Interior Designer, Schmidt Associates was the Architect of Record

Client

Mike Coghlan, Facilities Project Manager

mcoghlan@indypol.org

317.275.4830

Awards

2024 AIA Ohio Honor Award

2024 American Library Association / IIDA Award for buildings 30,000 SF and under

2023 ENCR Green Building of the Year - LEED BD+C Award

2022 IIDA "Engage" Award

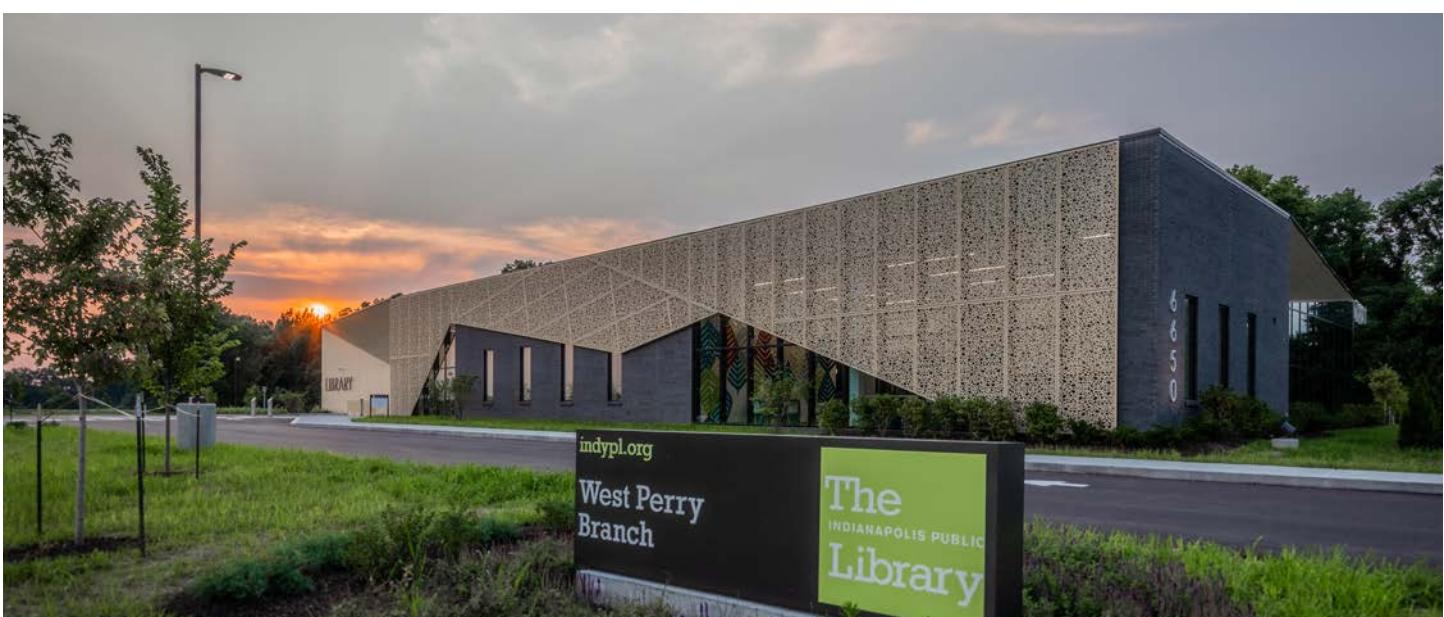
2022 AIA Indiana Honor Award

2021 AIA Cleveland Design Award

LEED Gold Certified

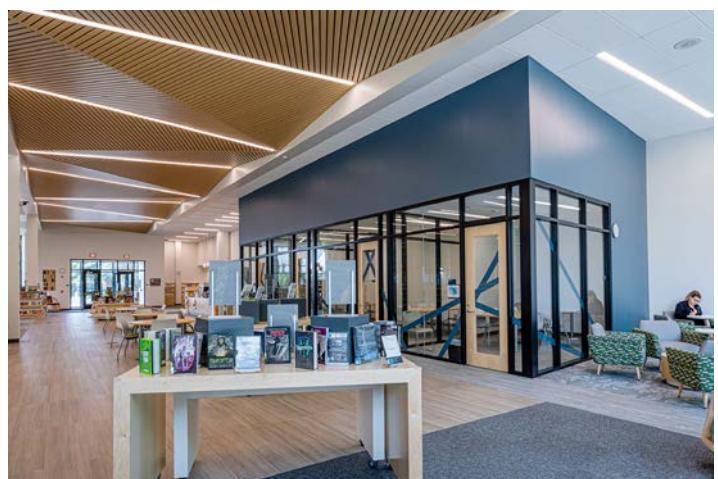
The concept for the building centers on a budget-friendly, simple rectangular building form that pulls inward at special points (entry, Children's area, outdoor patio), creating folded trapezoidal planes delineating large expanses of daylight-framing glass. A perforated metal panel screen, designed to invoke the enlarged cell structures of a leaf, shades the southern glass wall. This 'geometry meets nature' aesthetic connects the building to the surrounding landscape and is reflected both outside and inside the building through geometry, organic forms, and clear glass for visual connectivity to the riparian woodland to the north.

The interior color scheme mimics outdoor colors through the use of green tones, stained wood and warm white walls. The covered patio provides comfortable outdoor space for general patron use, while an area with benches is located adjacent to the children's area for outdoor programs. A raised access floor in the main public area allows for long term thermal efficiency and future layout flexibility and solar panels were placed on the roof to generate electricity.



The Indianapolis Public Library

West Perry Branch



Johnson County Public Library

Clark Pleasant Branch

Location

Whiteland, Indiana

Population Served

25,000

Size

17,127 SF / 1 Story

Completion

Scheduled & Actual: 03 /
2022

Construction Budget & Actual

\$6,600,000

Delivery Method

Construction Manager at
Risk

Team Members

Peter Bolek, Principal in
Charge & Director of Design
Kevin Kennedy, Project
Manager & Project Architect
Katie Gaukin, Interior
Designer

Services

Architect of Record,
Design Architect & Interior
Designer

Client

Lisa Lintner, Director
llintner@jcplin.org
317.346.1501



The new Clark-Pleasant Branch serves a growing population in this portion of JCPL's service area. Upon entry, clear lines of site direct visitors to the main service point and the outdoor patio space beyond. Similarly, open views to featured material collections, study / meeting / creative spaces, and the children's area are evident from the front door. The color palette was inspired by a combination of the community mural program and JCPL's branding, bringing vibrant pops of bold color to life supported by geometrically interesting neutrals.

In addition to study rooms, this branch features a selection of flexible meeting spaces (adult learning center, youth program room, maker space, and large meeting room) fitted with hold-open doors to encourage use by patrons when programs / events are not being held. The library-facing wall of the large meeting room is constructed using an operable glass partition that can open to the main library space and accommodate larger crowds. Furniture in this area is flexible and can be easily moved. The intent is that no space should be under-utilized in the course of the day and to encourage patrons to use these spaces for play, study, lounging, and creative pursuits.



Maitland Public Library

Location

Maitland, Florida

Size

20,000 sf / 2 stories

Completion

2026

Construction Budget

\$20,000,000

Delivery Method

Construction Manager at Risk

Team Members

Peter Bolek, Principal in Charge & Director of Design

Kevin Kennedy, Project Manager

Katie Lester, Project Architect

Katie Gaukin, Interior Designer

Services

Design Architect & Interior Designer

Client

Mark Reggentin, City Manager

City of Maitland

407.539.6220

mreggentin@itsmymaitland.com



The new Maitland Library building will be located in Quinn Strong Park to tie into the Maitland civic and cultural center. This new location will be adjacent to City Hall, Maitland Art Center, Mayan Chapel, Art & History Museums of Maitland, the Telephone Museum, and the Germaine Marvel Building, a private event space. The former library building (on the opposite side of the park) will be repurposed and hold its role as a civic destination. The senior center located within the park will be closed and the new library building will absorb the services and programs of the senior center.

Quinn Strong Park will also be updated and re-imagined to better support community interests with lawn terraces for event seating, a performance space, stormwater pond, pergola for gathering, water features, and a sensory garden that connects to the library's children's patio.

The design of the new building combines the language of mid-century modern design, Florida modern, and Mayan influence. It also pulls design characteristics from the Frank Lloyd Wright designed buildings in the area. The first floor will have a focus on community meeting spaces, new materials, and the children's library. The second floor will have a focus on adult collections and seating also with a maker space, classroom, and teen area. Access to outdoor patios is available from both the first and second floors. The City of Maitland successfully passed a referendum that allowed this project to move forward from concept to full design and construction services. HBM conducted a series of community engagement activities ahead of the referendum.



York County Public Library

Yorktown Branch

Location

Yorktown, Virginia

Size

11,800 SF existing + 10,000 SF
addition = 21,800 SF

Completion

October 2022

Construction Cost

\$5,502,000

Delivery Method

General Contractor

Team Members

Peter Bolek, Principal in Charge
& Director of Design

James Shook, Project Manager

Stephanie Shook, Interior
Designer

Services

Architect of Record, Design
Architect & Interior Designer

Client

Kevin Smith, Director of Library

Services

smithk@yorkcounty.gov
757.890.5134



The single-story Yorktown Library was originally constructed in 1983 and is located along the George Washington Memorial Highway that takes travelers into our nation's historic colonial district. The important colonial settlements of Yorktown, Jamestown, and Williamsburg comprise what is known as the Historic Triangle.

The exterior of the building was composed in red brick with burnished block accents and the interior features a rich wood ceiling, beams, and columns. Although the original building does not have many exterior windows, natural light enters the center of the interior space through a long clerestory window.

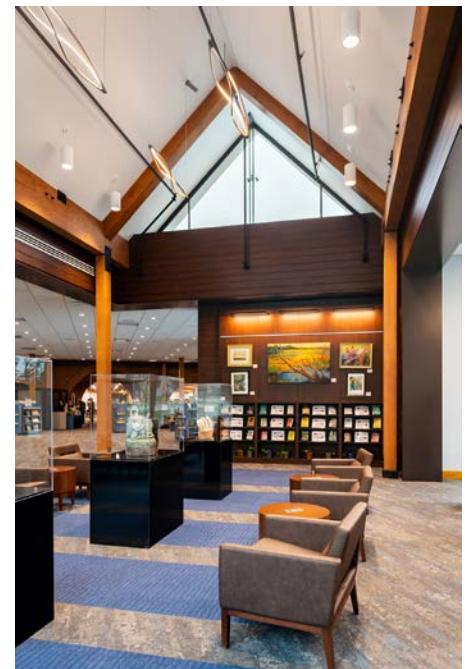
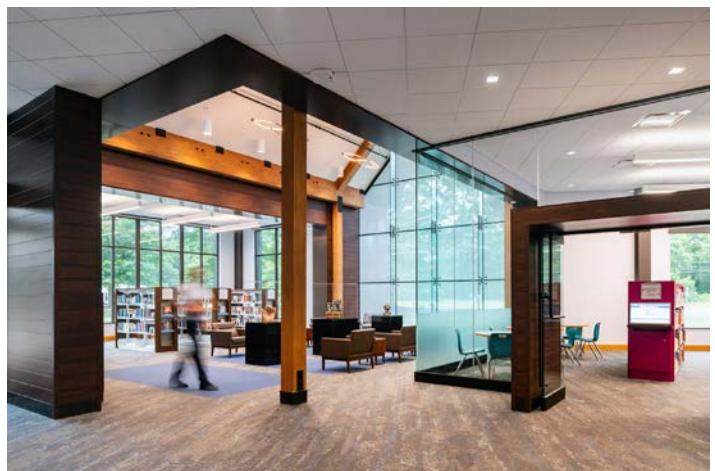
Adjacent land, purchased by the Library, allows us to re-orient the parking lot and expand the building while maintaining access roads to the east and west of the site. The proposed expansion addresses the main road into historic Yorktown and features an expansive glass façade that highlights new activity within the building. This type of visibility generates interest and attracts visitors and residents passing by on this primary thoroughfare. The form of the addition reflects the angled elements along the west façade of the original building and encloses the 3 archways that currently signify the main entrance. A new entry will be developed in alignment with the new parking area for intuitive flow.

One of the archways has remaining storefront glass and will be repurposed as a window into the technology training room. The remaining arches will be open to flow between the original and expanded portions of the building acting as a gateway into the Adult Area. The addition houses a new prominent Reading Room adjacent to the entry, new enclosed Children's Area, Children's Program Room, Teen Area, Large Meeting Room, Vending Café, Restrooms, and Lobby with a Service Point and New Materials display.

The blending of old and new is reflected in the expansion by using traditional forms with contemporary details such as a gabled form with an exterior cornice along a façade that introduces a wood look combined with brick and a more modern dark metal treatment at the windows. Surrounding buildings in the area are primarily composed of heavy timber with metal detailing. We studied the surrounding area to develop a palette that would signify something new while keeping with the feel of the community.

York County Public Library

Yorktown Branch



Newton Public Library

Location

Newton, Kansas

Size

25,000 SF

Completion

03 / 2024 completion of new building

05 / 2024 demolition of original library building & site work

Construction Cost

Budget: \$8,500,000

Delivery Method

General Contractor

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager

James Shook, Project Architect

Katie Gaukin, Interior Designer

Services

Architect of Record, Design Architect, and Interior Designer

Client

Cari Cusick, Ph.D.

Library Director

ccusick@newtonplks.org

316-283-2890

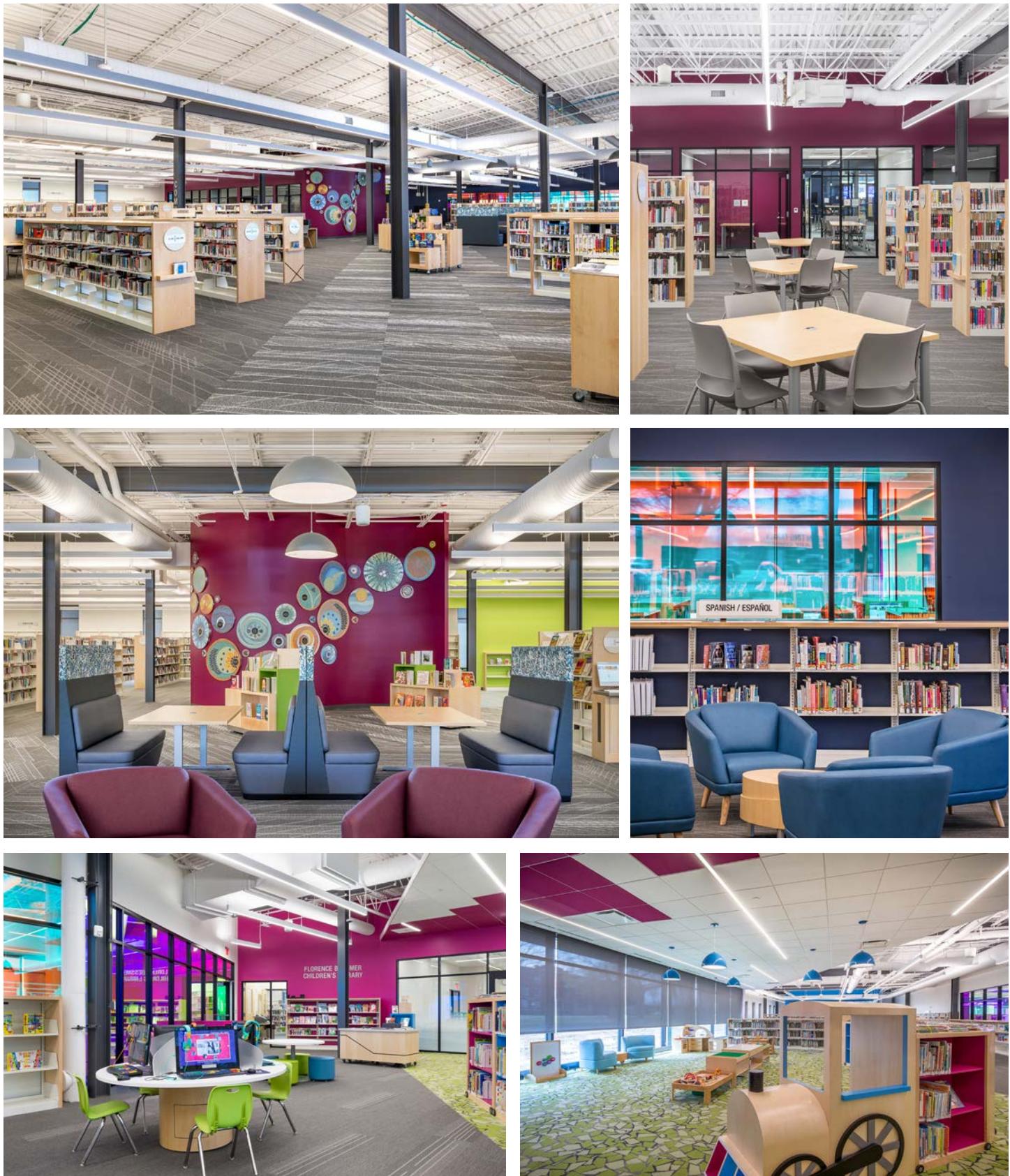
HBM worked in collaboration with the City, Library, and their fundraising consultant to support efforts for a successful private campaign, including a preliminary design.



HBM worked with the City of Newton to investigate possible locations and conduct test-fit analysis exploring alternate locations. Community engagement sessions were conducted both to select the site and to establish the building program. The selected site is a portion of Military Park adjacent to the existing library building. The existing library remained operational during construction, and then was demolished to accommodate required parking. Placement of the new library preserves green space and the location of existing monuments in Military Park while activating the park for outdoor events with the library's patio acting as a stage.

The new building is one level for ease of staffing and oversight. Upon entry, patrons find themselves in a 24/7 vestibule with walk-up book drop and pick-up lockers. As patrons move through the lobby, lower shelving is combined with retail merchandising and seating to guide visitors through the main open area of the building. This space includes adult collections and public computer stations. Flexible meeting / study space options can now accommodate a range of activities, teens and children have defined areas, a vending café has views to the covered patio, and drive-up services provide the convenient access to materials that patrons have been asking for.

Newton Public Library



Calvert Library

Twin Beaches Branch

Location

North Beach, Maryland

Size

28,000 SF

Completion

04 / 2024

Construction Cost

Budget: \$10,400,000

Delivery Method

General Contractor

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager

James Shook, Project Architect

Katie Gaukin, Interior Designer

Services

Library Architect & Interior Designer, Colimore was the Architect of Record

Client

Carrie Willson, Executive Director

cwillson@calvertlibrary.info

410.535.0291



Located in an active beach community on the eastern shores of Maryland, the new Twin Beaches branch replaces an existing building in a nearby shopping plaza that the bustling community has outgrown. This highly flexible and multi-purpose branch serves a rapidly growing community whose population and resultant needs change according to season.

The new branch, providing nearly four times the space than the library it replaces, has generated much interest in the community. Design elements reflect the existing coastal community while creating a distinct destination for travelers to the region. With the boardwalk only a block away, the library anticipates increased foot traffic from beach goers. A ground level return box and pick-up lockers in the vestibule will provide patrons with easy access.

Mindful of the designated flood plains that are part of the site, piloti elevate the library while providing shaded parking below. These pillars support a sturdy yet elegant building. Inside, the structural columns are integrated into the design. A butterfly roof comprised of glue-laminated beams extends the airy vistas from the outside in. Terraces on both levels are ideal for outdoor programs and events.

The interiors provide a strong connection to the Chesapeake Bay site with maritime themes. Natural elements such as beach glass, pebbles, dock pilings, and dune grasses are echoed in the choice of finishes. The color palette evokes crashing waves meeting the shore with varying shades of blue and sandy hued carpeting, curving at points to suggest the ebb and flow of the tides.

Taking advantage of views to the Bay, the adult collection, community meeting room, and quiet spaces are on the first floor. The community meeting room can be divided into two smaller spaces for flexibility of use. The children's collection, dedicated teen space, maker space, and program room offer plenty of places for interaction and innovation on the second floor.



Calvert Library

Twin Beaches Branch



Dowagiac District Library

Location

Dowagiac, Michigan

Size

7,236 SF renovation + 10,000 SF
expansion = 17,236 SF

Completion

2021

This project also involved support for a successful bond issue campaign

Construction Cost

\$5,479,142

Total Project Cost

\$5,668,418

Delivery Method

Construction Manager at Risk

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager & Project Architect

Stephanie Shook, Interior Designer

Services

Architect of Record, Design Architect, and Interior Designer

Client

Matt Weston, Director
mweston@dowagiacdl.org
269.782.3826



This 1903 Carnegie Library formerly had an addition placed in 1973 that used an enclosed stair to connect from street level to the upper level of the Carnegie portion of the library on the front façade.

Our design removed the 1973 “hamster tube” and lower level addition along the frontage in order to restore the original Carnegie grand entrance and re-build the exterior stair. A new addition with an on-grade entry on the back of the building mimics the proportions and materials of the original historic building. While the Carnegie portion is composed of stone and three colors of brick, the addition simplifies this palette by using stone and the dominant brick color.

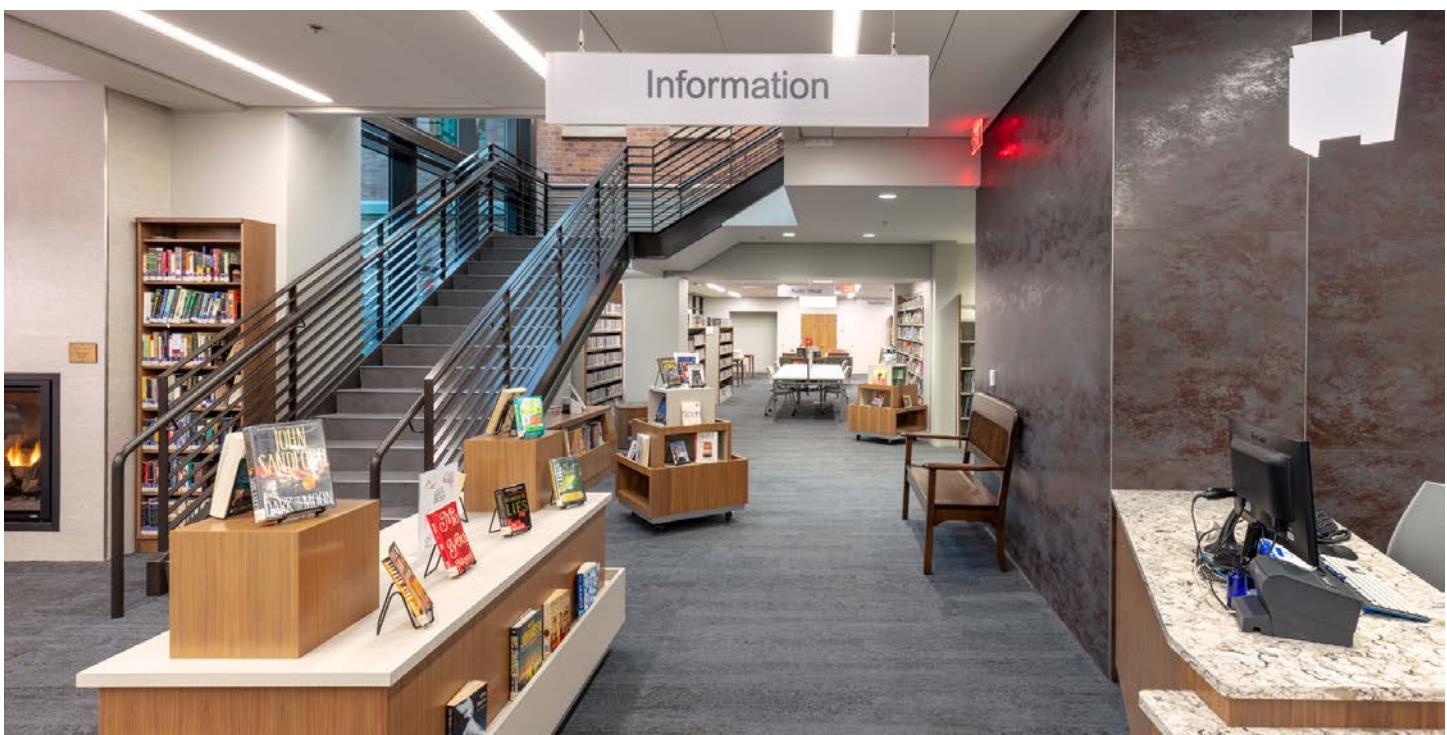
The upper level on the Carnegie side includes a dedicated teen area, maker space, study rooms, self-checkout, face-out book display units. The upper level of the addition houses the children's area, a children's program room, dedicated children's area service point, and family restroom. Custom window films brand the maker (Pokagon) and children's program spaces (The Spark). The adult collection is located on the first floor, and both floors of the Carnegie portion of the building contain areas for seating and public computer stations. There is a quiet reading room with a coffered ceiling, lockable glass display shelving for valuable books, and built-in wood shelving. Large wood tables original to the building have been refinished to further set the tone of the quiet reading room.

Because the Library owns the entire block, we were able to expand to the rear of the building without losing parking and being able to preserve green space on the site for outdoor programming. The library is adjacent to a small downtown area where a large public parking lot sits across the street and is available to library patrons and for overflow event parking.

Additionally, HBM assisted the Library with their successful bond issue campaign by developing renderings and conceptual site and floor plans for project visualization and conducting community engagement sessions.



Dowagiac District Library



Clarksville - Montgomery County Public Library

North Branch

Location
Clarksville, Tennessee

Size
17,000 SF / 1 Story

Completion
Anticipated 2024
(Currently in the Construction Document phase)

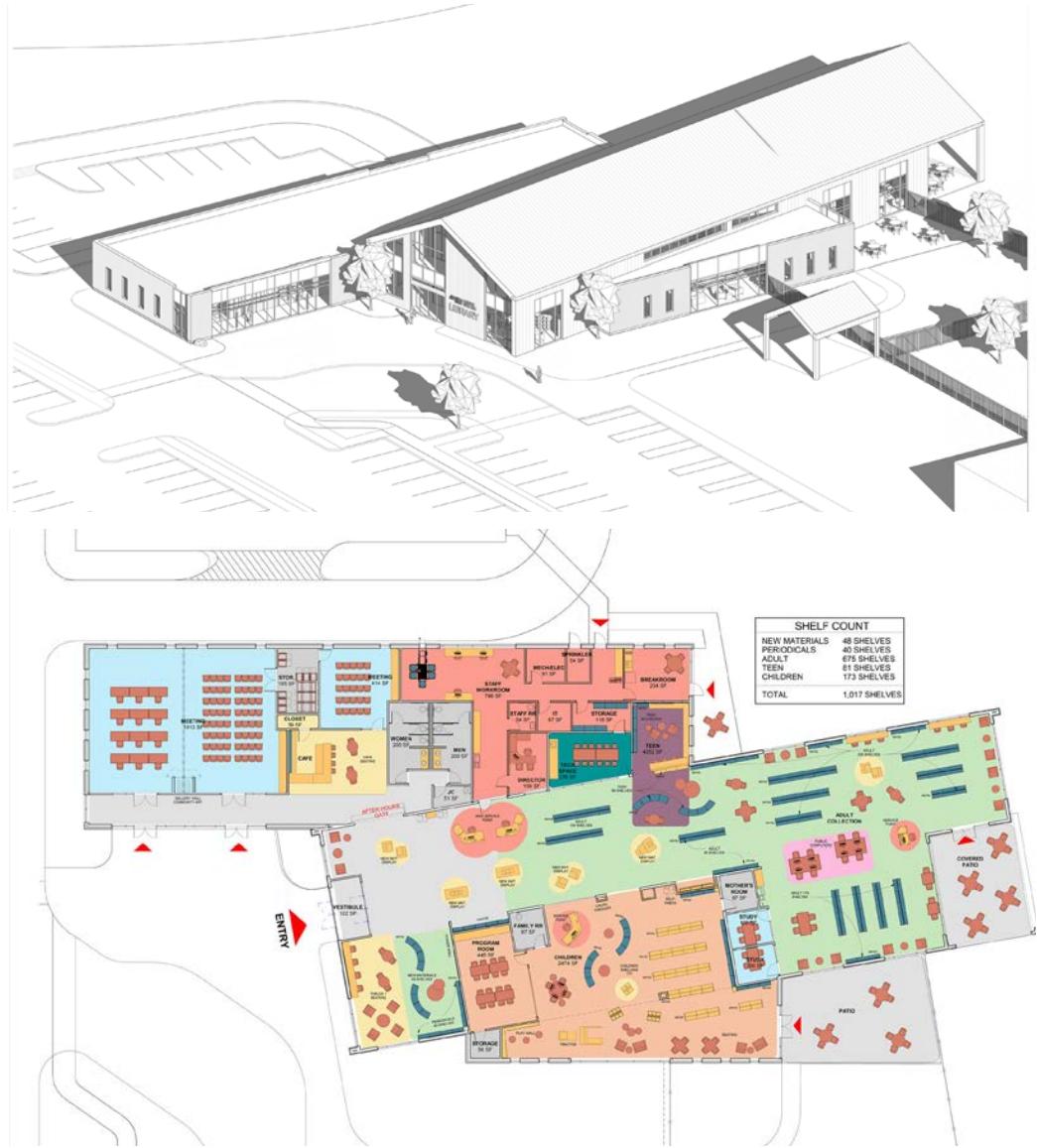
Estimated Construction Cost
\$8,650,000

Delivery Method
Construction Manager at Risk

Team Members
Peter Bolek, Principal in Charge & Director of Design
Kevin Kennedy, Project Manager
Brooke Breiner, Interior Designer

Services
Architect of Record, Design
Architect & Interior Designer

Client
Christina Riedel, Interim Director
christina@clarksville.org
(931)648.8826, ext 21402



The new North Branch is the first branch library for Clarksville-Montgomery County Public Library and will serve a growing area in the northern part of Clarksville near the Fort Campbell Army Installation. This area has seen a rapid increase in residential development and is drawing many new families to the area. The site for the new North Branch is shared with other county facilities, a pocket park, and outdoor pavilion.

Functionality is evident in both the exterior and interior layout of the building. A plaza directs visitors to the entry signified by a tall gabled roof form. Strategically placed glass provides visibility into the building without sacrificing the usability of interior spaces. Once inside the building, visibility provides clear way-finding for visitors and easy oversight for staff. The interior palette ties to exterior materials through a streamlined, modern aesthetic that combines textured neutrals with intentionally placed pops of color to highlight focal points. A lower wing houses large meeting rooms with after-hours access, a key functional element of this building. Additional features include collection spaces that encourage browsing, comfortable open seating areas and spaces for focused study, a children's area with outdoor patio, a teen area that flows from the technology lab into the adult space, a gallery space spanning the length of the meeting rooms, and a drive-up book drop feeding into the staff work room.

Cuyahoga County Public Library

Bay Village Branch

Location

Bay Village, Ohio

Population Served

16,000

Size

17,000 SF

1 Story + Mezzanine

Completion

Scheduled & Actual: 04 / 2022

Construction Cost

\$9,849,279

Delivery Method

Construction Manager at Risk

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager & Project Architect

Stephanie Shook, Interior Designer

Services

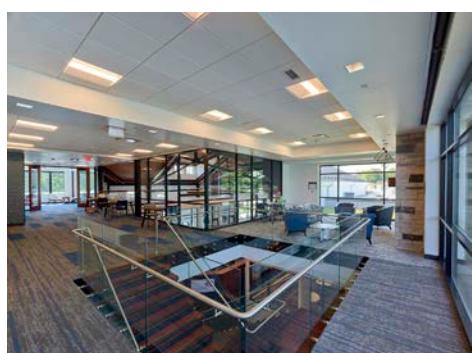
Architect of Record, Design Architect, and Interior Designer

Client

Scott Morgan, Finance Director
smorgan@cuyahogalibrary.org
216.398.1800



Located in Cahoon Park, the new Bay Village Branch Library is a two-story building featuring browsable collections, spaces for quiet contemplation as well as collaboration and innovation areas. Dedicated young adult and children's spaces are glass enclosed with a shared program room. A large dividable meeting room and four smaller study rooms offer many options for tutoring, collaboration, meetings and programs. As visitors enter the building, the space unfolds to a vaulted, double-height area featuring a grand fireplace. Located here are the adult collection, various types of seating, public computers and access to a covered outdoor seating area overlooking a pocket park. The west side of the building features large windows in the children's area, young adult spaces, and the meeting rooms providing beautiful woodland views. The second floor provides a variety of quiet spaces with a reading room, balcony study tables and lounge seating near the double-sided fireplace. Adjacent to the reading loft is access to the rooftop patio highlighting a living roof and elevated views of the surrounding park. In keeping with CCPL's dedication to reducing impact on the environment, this project is seeking LEED Certification.



Kanawha County Public Library

Main Library

Awards

2023 AIA Cleveland Honor Award

2023 AIA West Virginia Honor Award

Location

Charleston, West Virginia

Population Served

181,000

Size

61,450 SF renovation + 18,550 SF expansion = 80,000 SF

5 Stories

Completion

March 2022

Construction Budget

\$24,120,000

Final Construction Cost

\$22,153,496

Delivery Method

General Contractor

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager

James Shook, Project Architect

Katie Gaukin, Interior Designer

Tiffany Poje, Interior Designer

Services

HBM Architects: Design Architect and Interior Designer

Silling: Architect of Record

Client Reference

Erika Connelly, Library Director
erika.connelly@kcplis.org

304.343.4646 x1241



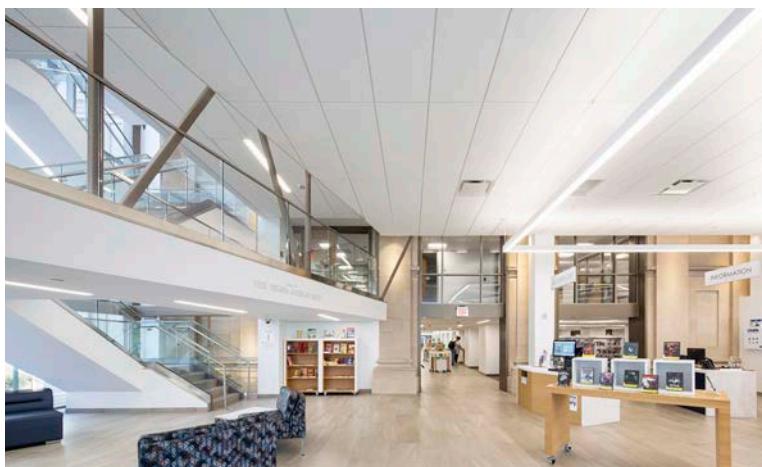
The current library building, while an exemplary example of classical architecture, has not been able to keep up with the evolution of library services, changes in material use, technology, and social programs. Our team worked in conjunction with a commercial real estate / development agent and the Library in identifying and evaluating available sites within the City for the location of a new Main Library facility. The initial site selection process involved analysis of 16 sites ultimately resulting in the decision to renovate and expand their current building. The re-imagined library will allow for continual growth within its walls to support the print material while becoming the community hub for Charleston.

We collected input from the community throughout the programming and design phases. The design has been carefully conceived with consideration to blend old with new, creating an exciting cultural destination along Capitol Street, and most importantly creating a more user friendly and flexible interior library space that can adapt, change, and grow over time as library services continue to expand. One of the things increasingly important to the Library is the consideration for universal design. The interior layout balances the book space with the people space and includes such areas as browsable collections space; an idea lab; study rooms; meeting and gathering spaces; local history room; early childhood play, learn and grow areas; and access to technology. The idea lab is home to a new tool lending program where small hand tools are available for check out and along demonstrations on use. A cafe operated by a local vendor overlooks a newly designed plaza.

The 80,000 SF design maintains an entrance from Capitol Street but also adds a new fully ADA accessible entry from Summer Street with direct access to all floors of the library. In addition, a skywalk connects to an adjacent parking garage. Part of emphasizing this destination along Capitol Street involved the incorporation of a reflecting pool, flexible outdoor seating, and the opportunity to use the new plaza for events. It was important that we preserve the original, classical building style while making the Kanawha County Public Library a national case study in the renovation and expansion of a traditional urban library.

Kanawha County Public Library

Main Library



Pueblo City-County Library District

Rawlings (Main) Library

Location

Pueblo, Colorado

Population Served

168,000

Size

110,000 SF renovation

4 Stories

Completion

January 2023

Construction Cost

\$9,123,781

Delivery Method

Construction Manager at Risk

Team Members

Peter Bolek, Principal in Charge & Director of Design

James Shook, Project Manager

James Shook, Project Architect

Brooke Breiner, Interior Designer

Tiffany Poje, Interior Designer

Services

Library Planner & Interior Designer.
AMD is the Architect of Record

Client

Sherri L. Baca, MSL

Executive Director

sherri.baca@pueblolibrary.org

719.562.5652



The five story facility rises to take full advantage of the views over the Arkansas Valley and historic Pueblo to the east, as well as distant mountain views such as Pikes Peak to the north, the Wet Mountains to the west and Greenhorn and the Spanish peaks to the south. A south-facing courtyard greets patrons at the library entry. The courtyard is planted with fruit trees and is bordered by a reflective pool referencing Pueblo's agrarian roots and relationships to water. Entering the library, one is presented with commanding views through a 56' tall glazed lobby wall.

Closing the southern portion of Bates Street allows for the extension of the existing parking lot on the south side of the library resulting in 18 new parking spaces, all closer to the front door. This also provides an outdoor event and learning space with a sloped terrace for use as an amphitheater.

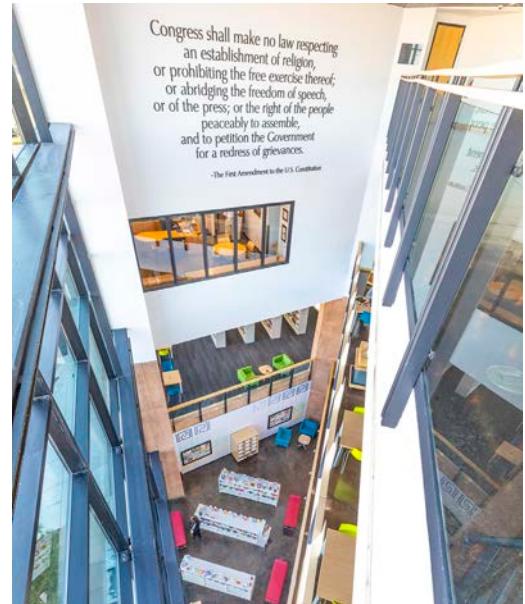
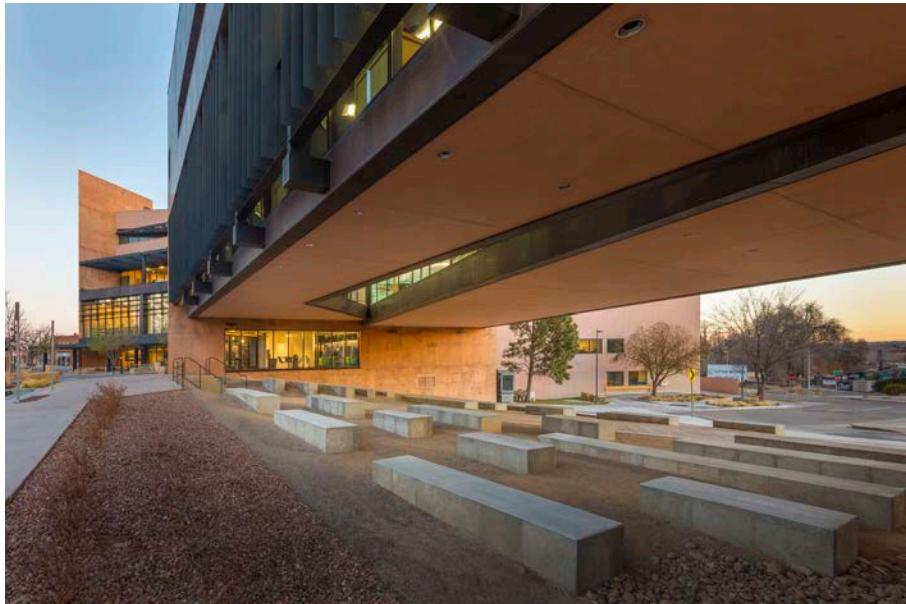
Renovations and improvements include opening space on Level 1 to allow for public discovery, content making and relaxation, brightening the space with new lighting and finishes, relocation of the "InfoZone" (a highly interactive learning space that focuses on the creation of the news media), placement of a large Maker-Space, and placement of the Rotating Exhibit space relocated from Level 4. Also on this level, a 100-person meeting room and a smaller staff training area join the three existing highly used meeting rooms.

On level 2, the relocated Children's Library creates a family library floor with adult fiction, nonfiction, Teen Library, and Hispanic Resource Center & Collections located on this floor. The intent of these combined spaces is to foster flexible, multi-generational gathering and learning. A Technology Core equipped with the latest multimedia is incorporated on Levels 2 and 3. On Level 3, the popular Archives and Genealogy Collections have been expanded. Level 4 now houses a flexible, multipurpose event destination for 220 people with dramatic views of the city.



Pueblo City-County Library District

Rawlings (Main) Library





WILLIAM SHELTON

PE

Senior Civil Engineer

As a civil engineer, it is Mr. Shelton's responsibility to oversee the design of all aspects of a project site in order to provide our clients with a facility that is safe, functional, efficient, and maintainable. Mr. Shelton's design and oversight responsibilities include site master planning and layout, roadway design, grading and earthworks, water and sewer system design, storm drainage, and stormwater management design and calculations, as well as erosion control design and calculations. Mr. Shelton also assists clients in pre-design site evaluation and feasibility studies, leading our clients through the site selection process. Helping clients develop master plans of their facilities is another way that can help them more effectively utilize what they have now and assess their needs for the future.

Mr. Shelton's goal is to provide excellent client service, to exceed individual project needs, and to add value through creative engineering solutions.

EDUCATION

Bachelor of Science
Virginia Polytechnic Institute and State
University, 1992

LICENSURE

Virginia
West Virginia
North Carolina
Tennessee
Ohio

PROJECT EXPERIENCE

Dickenson County Public Schools - VA
- PPEA New Ridgeview Elementary School

Roanoke County Public Libraries - VA

- Hollins Library
- Raleigh Court Library
- South County Library
- Glenvar Library
- Vinton Library

Meadowbrook Library - VA

Frederick County Public Schools - VA

- Fourth High School Design
- Transportation Facility
- Sherando High School Competition Softball Field and Facilities
- Sherando High School Tennis Courts
- James Wood High School Softball Field Improvements
- Various Site Studies

Waynesboro Public Schools - VA

- Waynesboro High School Addition and Renovation

Jefferson County Schools - WV

- South Jefferson Elementary School Septic System Evaluation
- Ranson Elementary School
- Shepherdstown Elementary School

Wythe County Public Schools - VA

- George Wythe High School Addition and Renovation
- Scott Memorial Middle School Addition and Renovation to GWHS

Montgomery County Public Schools- VA

- Old Christiansburg Middle School Bus Garage Conversion



FRANKIE KANTSIOS

PE

Electrical Engineer

As an electrical engineer, Mr. Kantsios is consistently motivated to adapt to the team's needs in assessing and finalizing the project on time. He is an experienced professional with a proven record of managing projects from concept to completion while staying versatile to the specific project at hand. By carrying out engineering and design services for a diverse field of projects since 2013, Mr. Kantsios has expanded his knowledge and understanding of the industry providing him with the means to meet the clients' needs for each individual program. He has been actively involved in the design of a wide array of new structures and renovations to include K-12 educational buildings, higher education buildings, healthcare facilities, office buildings, banks, restaurants, hotels, automotive dealerships and service centers, apartment complexes and dorms, industrial facilities and warehouses, and athletic facilities. Whether working independently or in conjunction with other architects, engineers, and contractors, Mr. Kantsios excels at creating effective solutions and developing opportunities that further establish organizational goals.

EDUCATION

Bachelor of Science
Old Dominion University, 2019

Associate of Applied Science
New River Community College, 2016

LICENSURE

Virginia
West Virginia
Ohio

PROJECT EXPERIENCE

Pulaski County Administration Building Renovation* - VA

InnovAge PACE - VA

- New Richmond Facility
- New Roanoke Facility
- Roanoke Facility Study

Dickenson County Public Schools - VA

- PPEA New Ridgeview Elementary School

Frederick County Public Schools - VA

- Fourth High School Design

Waynesboro Public Schools - VA

- Waynesboro High School Addition and Renovation
- Waynesboro New Career and Technical Education Annex

Raleigh County Schools - WV

- Shady Spring Elementary School Access Road

Wythe County Public Schools - VA

- George Wythe High School Addition and Renovation
- Scott Memorial Middle School Addition and Renovation to GWHS

Warren County Public Schools- VA

- A.S. Rhodes Elementary School Renovations

Roanoke City Public Schools - VA

- Ruffner Career and Technical Education Center*

**Previous Employer Experience*



JOHN PRUETT

PE, LEED AP

Senior Mechanical Engineer

Mr. Pruett is responsible for overseeing the design of the HVAC systems, ensuring that the HVAC systems not only meet the program requirements, but meet the long-term needs of the owner. He performs heating and cooling load calculations and recommends the type of systems to be incorporated into the building. He coordinates with the other disciplines in order to integrate the HVAC systems into the building. Mr. Pruett has participated on several LEED registered projects. One of his key contributions to these projects is conducting energy analyses and recommending energy use reduction alternatives.

Mr. Pruett began his career in engineering with a manufacturing company in 1994. In 1998, he made a career change and joined an engineering consulting firm as an HVAC design engineer. He has a broad range of experience in HVAC systems design, including K-12 schools, higher education facilities, office buildings, libraries, hotels, restaurants, a convention center and several natatoriums. Having served in the Marines for 14 years, Mr. Pruett also led a design team for a "virtual memorial" for the birthplace of the U.S. Marine Corps.

EDUCATION

Bachelor of Science, Purdue University,
West Lafayette, IN, 1993

LICENSURE

Virginia
West Virginia
Indiana

Certifications
- LEED Accredited Professional

AFFILIATIONS

American Society of Heating, Refrigerating
and Air- Conditioning Engineers (ASHRAE)

United States Marine Corps - 14 Years

PROJECT EXPERIENCE

Frederick County Public Schools - VA

- Middletown Elementary School HVAC Renovation
- Bass Hoover Elementary School HVAC Renovation
- Armel Elementary School HVAC Renovation & Natural Gas Piping
- School Board Office Restroom & Corridors Renovation

Wythe County Public Schools - VA

- Scott Memorial Middle School Addition and Renovation to GWHS

Salvation Army - Beckley, WV

National Weather Service Building at WV Regional Technology Park -
S. Charleston, WV

New Goodwill Store - Parkersburg, WV

Valley Health Systems - E. Huntington, WV

Charleston Area Medical Center - Memorial Hospital 6th Floor -
Charleston, WV

West Virginia School of Osteopathic Medicine - WV

- New Testing Center
- Main Building - B Roof Replacement

Cabell County Schools - WV

- Cabell County Career and Technical Center

Dickenson County Public Schools - VA

- PPEA New Ridgeview Elementary School

MIKE FLOWERS



Mechanical/Plumbing Technician

Mr. Flowers is responsible for the design of Plumbing systems, ensuring that the systems are designed to meet the needs of the owner and utilize the latest plumbing technologies to provide the most energy efficient design possible. Mr. Flowers has participated on several LEED registered projects; one of his key contributions to these projects is selecting plumbing fixtures and accessories in his design that require less utility consumption, so significant utility savings are passed on to the owner and the environment as well.

Mr. Flowers has had extensive experience in the field of construction where he frequently visits ZMM's current projects under construction and thoroughly checks the contractors work to ensure compliance with project specifications and construction documents.

Mr. Flowers has a broad range of experience and knowledge in Plumbing and HVAC systems design. His experience includes K-12 Schools, Higher Education Facilities, Military Facilities, Office Buildings, and Juvenile and Adult Correctional Facilities.

EDUCATION

Bachelor of Science in Mechanical and Drafting Design, Ben Franklin Career and Technical Center, 1990

Associate in Electronics Technology, Putnam Career and Technical Center, 1987

PROJECT EXPERIENCE

Frederick County - VA
- Fire and Rescue Assessment

Veterans Nursing Facility Kitchen Addition - WV

Beckley Salvation Army - WV

Clay Center for the Arts and Sciences - WV

Mercer County Schools - WV
- HVAC Improvements to 7 Schools

Frederick County Public Schools - VA
- Armel Elementary School HVAC Improvements
- Middletown Elementary School HVAC Improvements
- Administration Building Roof Replacement
- School Board Office Restrooms and Corridors Renovations

Cabell County Schools - WV
- New Meadow Elementary School
- Huntington High School Renovation
- Midland High School Renovation

Wythe County Public Schools - VA
- Scott Memorial Middle School Addition



TODD POFF, PE

PE

Structural Engineer

Mr. Poff started as a Civil Engineer. After working in that department for several years, he began moving over to the Structural Engineering Department; where his true interest, and most of his training lies.

As a Structural Engineer, it is Mr. Poff's responsibility to insure the safety of the structure's design, as well as any occupants inside those structures. As a member of the design team, Mr. Poff understands that the structural system of a building needs to have the least amount of impact possible on the architectural design and on the way clients use the buildings. It is that kind of teamwork, with all major design disciplines in-house, that allows ZMM to say with confidence we provide our clients with a building design that will not only meet their needs but will be a place they can enjoy for many years to come.

EDUCATION

Bachelor of Science
Virginia Polytechnic Institute & State
University, 1987

LICENSURE

Virginia
West Virginia
North Carolina

PROJECT EXPERIENCE

Roanoke County Public Libraries - VA

- Glenvar Library
- Vinton library
- South County Library

Dickenson County Public Schools - VA

- PPEA New Ridgeview Elementary School

Rappahannock Electric Maintenance Facility - Front Royal, VA

InnovAge Roanoke - VA

Wythe County Public Schools - VA

- George Wythe High School Addition and Renovation
- Scott Memorial Middle School Addition to GWHS

Truck Manufacturing Plant - Dublin, VA

- Multiple Crane Analysis/Relocation Projects
- Cab Trim Assembly Building

Jefferson County Schools - WV

- Ranson Elementary School
- Shepherdstown Elementary School

Timber Ridge CTEC - Winchester, VA

Mineral County Schools - WV

- Frankfort Elementary School

ABOUT ZMM ARCHITECTS AND ENGINEERS

ZMM was founded in 1959 in Charleston, West Virginia by Ray Zando, Ken Martin, and Monty Milstead. Since the inception of the firm, ZMM has been dedicated to providing an integrated approach to building design for our clients.

ZMM delivers this integrated approach by providing all building-related design services, including architecture, engineering (civil, structural, mechanical, and electrical), interior design, and construction administration with our in-house team. Our integrated design approach makes ZMM unique among architecture/engineering firms, and helps to ensure the quality of our design solutions by providing more thoroughly coordinated construction documents.



ZMM has maintained a diverse portfolio since the founding of the firm. Early commissions included higher education projects for West Virginia University and Concord College, WV State Capitol Complex Buildings 5, 6, & 7, and armories for the West Virginia Army National Guard.

Maintaining a diverse practice for more than 60 years has provided ZMM with extensive experience in a variety of building types, including educational facilities, governmental facilities (military, justice, correctional), healthcare facilities, recreation facilities, commercial office space, light industrial facilities, and multi-unit residential buildings.

The original partners transferred ownership of the firm to Robert Doeffering, PE and Steve Branner in 1986. Mr. Doeffering and Mr. Branner helped guide and expand the firm to 35 staff. David Ferguson, AIA, and Adam Krason, AIA, LEED-AP joined in ownership of the firm 20 years ago. Randy Jones joined the firm in a leadership role when ZMM acquired Blacksburg-based OWPR Architects & Engineers in 2020 to create a regional design firm that employs 70 highly-skilled professionals.

ZMM has become a leader in sustainable / energy-efficient design, and a trusted resource on complex renovation projects. ZMM's unique renovation project approach and ability to



About ZMM Architects and Engineers (cont.)

provide comprehensive design services has also led the firm to be selected to improve landmark buildings, including the Charleston Coliseum & Convention Center, the Clay Center for the Arts and Sciences, the West Virginia Culture Center, and the West Virginia State Capitol Building. Additional significant projects designed by the firm include the Explorer Academy (Cabell County Schools), the Logan-Mingo Readiness Center, the Manassas Park Community Center and Natatorium, the design of the Fourth High School (Frederick County Public Schools), the new Harrington Waddell Elementary School (Lexington City Schools), the new Ranson Elementary School and Shepherdstown Elementary School (Jefferson County Schools) both include geothermal systems, CAMC Teays Valley ICU, and Ridgeview Elementary School (Raleigh County Schools). ZMM has also provided design services on more than 300 school projects throughout the region.

ZMM's building-related design services include:

Pre-Design

Educational Facility Planning
Existing Building Evaluation
Space Planning
Master Planning

Design

Architectural Design
Interior Design
Lighting Design

Engineering

Civil Engineering
Mechanical Engineering
Energy Consumption Analysis

Post-Design

Construction Administration
Life Cycle Cost Analysis

Programming

Feasibility Studies
Site Evaluation and Analysis
Construction Cost Estimating

Sustainable Design

Landscape Architecture

Structural Engineering

Electrical Engineering
Net-Zero Buildings

Value Engineering

Post-Occupancy Evaluation



As ZMM looks to the future, we remain committed to providing high-quality, client-focused design solutions that meet budget and schedule requirements. We listen, respond promptly with innovative and efficient solutions, and deliver quality projects and develop lasting relationships. Because at ZMM, it's about more than architecture, it's about building your legacy.



1D – Lionberger Construction's Contact Information



If there is any further information needed for this Unsolicited PPEA Proposal, please contact Sam Lionberger and David Underwood, as they are the main points of contact for this PPEA Proposal, their contact information is listed below:

Sam Lionberger, III – CEO
[sionberger@lionberger.com](mailto:slionberger@lionberger.com)
Office - (540) 959-5301, Cell - (540) 537-6351

David Underwood, President
dunderwood@lionberger.com
Office - (540) 959-5301, Cell - (540) 353-1922



1F – Conflict of Interest Statement



Lionberger Construction confirms none of the parties within the consortium of firms are obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (2.2-3100 et seq.) of Title 2.2.



1G - Obtaining Qualified Workers



Lionberger Construction actively shares job opportunities through our social media channels, employment platforms, and recruiting agencies. To strengthen our workforce, we offer a referral incentive program, encouraging current employees to recommend qualified candidates.

Each year, we receive interest from college and high school students seeking internship opportunities, reflecting the growing demand for hands-on experience in the industry. Additionally, we prioritize internal growth by promoting employees as they develop and enhance their skills, fostering long-term career advancement within our company.





As the skilled trades workforce continues to decline, Lionberger Construction is committed to supporting trade schools and identifying individuals eager to pursue careers in the trades. Our goal is to invest in the next generation of skilled professionals by providing education, training, and opportunities for hands-on learning.

We pair entry-level laborers with our highly skilled employees to provide hands-on training and mentorship, encouraging them to consider a long-term career in construction. To support their growth, we offer education benefits for both new and existing employees who wish to develop new skills, enhance their expertise, or earn industry accreditations. As they advance, we reward their dedication by promoting from within, fostering a culture of continuous learning and career progression.

Our safety training program is completed through etrain. Our supervisors have OSHA-30 hour, First Aid, and CPR training.





Policy Statement

Lionberger Construction Company (“Lionberger”) has a long history of using small, woman-owned and minority vendors to assist in completing its projects. To build on this history and to seek new relationships, Lionberger is committed to providing opportunities to Small, Women and Minority (“SWaM”) owned business and Disadvantaged Business Enterprises (“DBE”). Our company’s goal is to ensure fairness to all suppliers, vendors, subcontractors, etc. that can meet the requirements of the plans and specifications of any project at a cost effective price. Additionally, all Lionberger employees who are involved in soliciting and procuring services or materials are expected to consider all vendors on the merits of their qualifications in a manner that is consistent and compliant with all state and/or federal mandates, laws and regulations. Additionally, it is expected that Lionberger will strive to achieve any utilization objectives established for any project that has stated SWaM or DBE goals as part of the RFP, specifications or contract.

Purpose

This policy establishes the guidelines and commitment Lionberger employees are to use as they secure subcontractors and material suppliers to ensure all small businesses, including those owned by women, minority, and disadvantaged business enterprises are afforded every opportunity to compete to do business with Lionberger.

Solicitation Process

Each time Lionberger seeks to solicit bids/prices for subcontracted services or materials, there are many factors that will impact the process or processes that will be used by Lionberger. These factors may include project specific requirements, project locations, available time to submit pricing, etc. Therefore, Lionberger has identified the following proactive processes to solicit bids or pricing from SWaM’s or DBE’s and will utilize any combination of these methods in seeking these particular vendors:

- Lionberger uses the Virginia government’s web page (www.dmbc.virginia.gov) to obtain (SWaM) & (DBE) business to solicit for our projects. We will review this list to determine which firms are engaged in the specific construction trades that are required for this project.
- We also use the services of The Blue Book Company. This service has a data base of vendors and subcontractors for the building and construction industries for the state of Virginia that list SWaM businesses separately.
- We also use the local Valley Construction News service and F.W Dodge to enable SWaM & DBE business to have access to the documents that they need to bid on this project.
- Lionberger also supports and participates in organizations such as (NAWIC) the National Association of Women in Construction, Virginia AGC, and the Construction Specifications Institute, and local job fairs and other functions that solicit SWaM contractors.
- Lionberger will solicit SWaM & DBE business by placing ads in the local newspapers several weeks prior to the deadline to receive subcontractor bids.



Evaluation Process

All subcontractors must be able to:

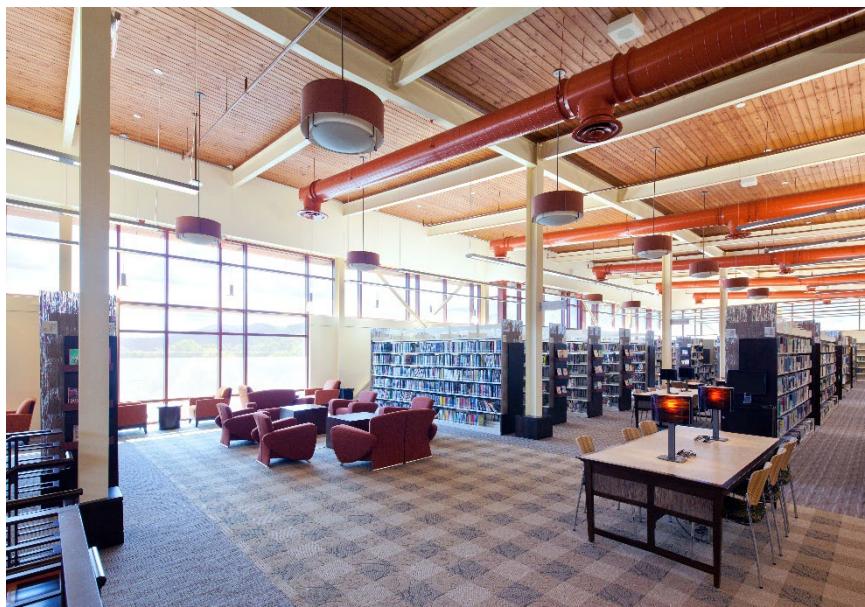
- Meet the requirements of the plans and specifications and have the workforce that able to perform the work.
- Demonstrate they have performed projects of similar size and scope.
- Show proof of insurance that is adequate and reasonable for the size and scope of their proposed service/material and the ability to secure bonding if required.
- Show proof that they are properly licensed as a contractor in the state of Virginia.
- Provide a list of references for completed work.

Once these requirements are established, the subcontractors' bids/proposals will then be evaluated and ultimately selected based primarily on price and scope. It should be noted however that there are other factors that may be considered besides price and scope. Several examples of these other factors could include project specific utilization SWaM/DBE requirements/goals or an owner may prefer a certain subcontractor for a particular portion of the project.

Measuring Results

Lionberger will periodically evaluate its results in utilizing SWaM and DBE vendors as part of this policy. Lionberger will perform the following steps and review these items to determine what, if any, additional steps can be made to increase DBE utilization.

- Document the advertising efforts made to secure SWaM/DBE vendors and subcontractors.
- Document the number of solicitations sent on each project to SWaM/DBE vendors and subcontractors.
- Track the dollar amounts and percentage utilization of SWaM/DBE vendors awarded on either per project or an annual basis (per project will not be done on all projects due to the size and number of projects performed by Lionberger.)





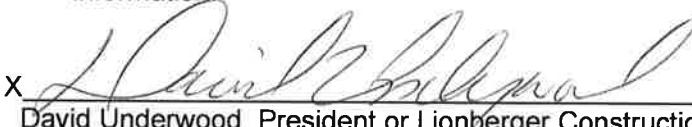
Lionberger Construction Company hereby certifies that the firm has not been and is currently not debarred or suspended by any federal, state, or local government entity. This certification attests to the company's ongoing compliance with all relevant regulations and standards, ensuring their eligibility to participate in government contracts and projects.

Lionberger Construction Company has demonstrated through this Unsolicited PPEA proposal that the company possesses the technical qualifications and capabilities necessary to undertake and complete all tasks associated with the proposed construction project. On the subsequent page, Lionberger Construction Company includes a copy of the firm's bonding letter, which attests to their bonding capacity and capability, further solidifying their credibility and readiness to handle the project's requirements.

The statement below hereby attests that Lionberger Construction Company, over the past three years, has never been associated with any of the following legal conduct:

- a. Lionberger Construction Company has not had to file for bankruptcy.
- b. Lionberger Construction Company has not had to pay any amount of liquidated damages.
- c. Lionberger Construction Company has not had to pay any amount of fines, assessments or penalties.
- d. Lionberger Construction Company has not had a case involving any judgements or awards in contract disputes.
- e. Lionberger Construction Company has not had any cases of contract defaults or contract terminations.
- f. Lionberger Construction Company has not had any license revocations, suspensions, or other disciplinary actions.
- g. Lionberger Construction Company has not had any prior debarments or suspensions by a government entity.
- h. Lionberger Construction Company has not had any denials of pre-qualification or findings of non-responsibility.
- i. Lionberger Construction Company has not had any safety incidents resulting in fatality. Lionberger Construction Company's EMR and corresponding safety information will be provided on the following page.
- j. Lionberger Construction Company has not had any violations of any federal, state or local criminal or civil law.
- k. Lionberger Construction Company has not had any criminal indictments or investigations.
- l. Lionberger Construction Company has not had any legal claims filed by or against the firm.

This declaration is made with the full understanding of the legal implications of providing false information.

X 

David Underwood, President of Lionberger Construction Company

HBM Architects / Sworn Certification & Qualification Statements

HBM Architects, LLC has never been debarred or suspended by any federal, state or local government agency.

HBM Architects, LLC possesses the technical qualifications, capabilities, resources, and business integrity necessary to undertake and complete all tasks associated with the proposed design and construction project.

Below is the mandatory disclosure by the firm for the past three year regarding any of the following conduct:

- HBM Architects, LLC has never had to file for bankruptcy
- HBM Architects, LLC has never had to pay any amount of liquidated damages
- HBM Architects, LLC has not had to pay any amount of fines, assessments, or penalties
- HBM Architects, LLC has not had a case involving any judgments or awards in contract disputes
- HBM Architects, LLC has not had any contract defaults or contract terminations
- HBM Architects, LLC has not had any license revocations, suspensions, or other disciplinary actions
- HBM Architects, LLC has not had any debarments or suspensions by a governmental entity
- HBM Architects, LLC has not had any denials of prequalification or findings of non-responsibility
- HBM Architects, LLC has not had any safety incidents
- HBM Architects, LLC has not had any violations of any federal, state, or local criminal or civil law
- HBM Architects, LLC has not had any criminal indictments or investigations
- HBM Architects, LLC has not had any legal claims filed by or against the firm

Respectfully Submitted,



Peter J. Bolek, AIA, NCARB
President & Director of Design
HBM Architects
pbolek@HBMArchitects.com
216.241.1100 x112



j. For each firm or major subcontractor that will perform construction and/or design activities, provide the following information:

(1) A sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.

To whom it may concern,

As Principal and Director of Virginia Operations for ZMM Architects and Engineers Inc., I do hereby certify that ZMM Architects and Engineers Inc. is not currently debarred or suspended by any federal, state or local government entity.

Randy S. Jones, AIA
Principal and Director of Virginia Operations
ZMM Architects and Engineers, Inc.

A blue ink signature of Randy S. Jones, which appears to read "Randy S. Jones".

(2) A completed qualification statement that reviews all relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm, including but not limited to, bonding capacities, insurance coverage and firm equipment. This statement shall also include a mandatory disclosure by the firm for the past three years any of the following conduct:

ZMM Architects and Engineers Inc. is a full service architectural and engineering firm that has been in continuous operation since 1959. Our dedicated team of over 65 employees is committed to providing quality professional services to our clients. Our volume of work annually represents over \$130,000,000c in construction projects. Our liability insurance coverage has been provided for your use. Below is our response to the following:

- (A) bankruptcy filings - none
- (B) liquidated damages - none
- (C) fines, assessments or penalties - none
- (D) judgments or awards in contract disputes - none
- (E) contract defaults, contract terminations - none
- (F) license revocations, suspensions, other disciplinary actions - none
- (G) prior debarments or suspensions by a governmental entity - none
- (H) denials of prequalification, findings of non-responsibility - none

(I) safety past performance data, including fatality incidents, "Experience Modification Rating," "Total Recordable Injury Rate" and "Total Lost Workday Incidence Rate" – none
(J) violations of any federal, state or local criminal or civil law (K) criminal indictments or investigations – none
(L) legal claims filed by or against the firm – There are currently 2 legal claims that have been filed against ZMM. The first claim (Dow v. Putnam County Commission, et al) was related to storm water damaging an adjacent property. ZMM did not provide the site/civil design services on the project. It is close to being settled for a cost to avoid litigation. The other claim (Gray Local Media v. Wood County Commission) is a construction claim where the contractor should indemnify both the Commission and ZMM. ZMM, Inc. denies any wrongdoing with either claim, however, we understand that our liability insurance coverage can be the basis for these type of nuisance claims.



Randy S. Jones, AIA
Principal



Safety Management

Lionberger Construction Company employs a Safety Director, Larry Downing. He has full access to all our jobsites and performs both unannounced site visits and periodic site training. Our Superintendents supplement the services of Mr. Downing by conducting weekly safety meetings.

Our program is implemented through training/education and recertification as needed. Project site safety is enhanced with weekly safety reviews, unscheduled audits and periodic site training.

Our safety director will work with your safety control department or your project management/operations personnel to determine the most applicable solution to any issues that may not be discussed in the construction documents.

Each job is inspected on a weekly basis and the infractions are notated on the inspection report and corrected on an immediate basis. Follow up of infractions are performed by the safety director.

Safety Training is done through Etrain.com.





LIONBERGER CONSTRUCTION

BUILDING RELATIONSHIPS SINCE 1923

Section 2 – Project Characteristics



2B – Performed by Public Entity

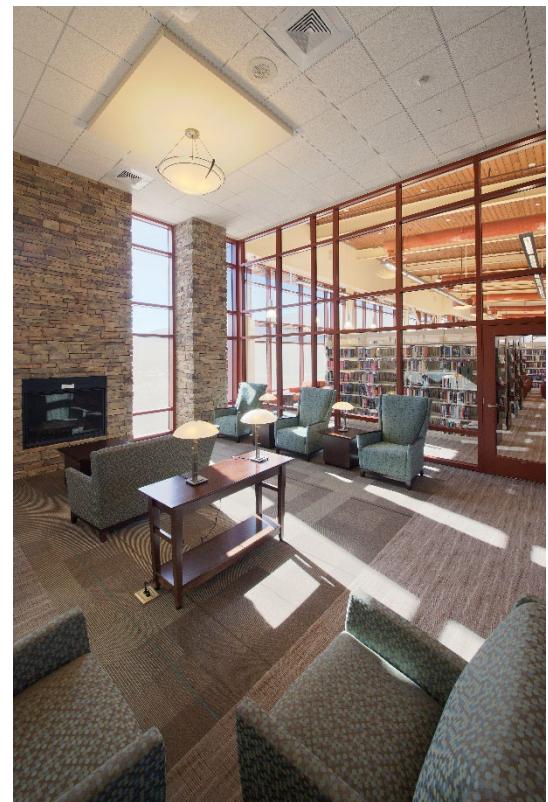
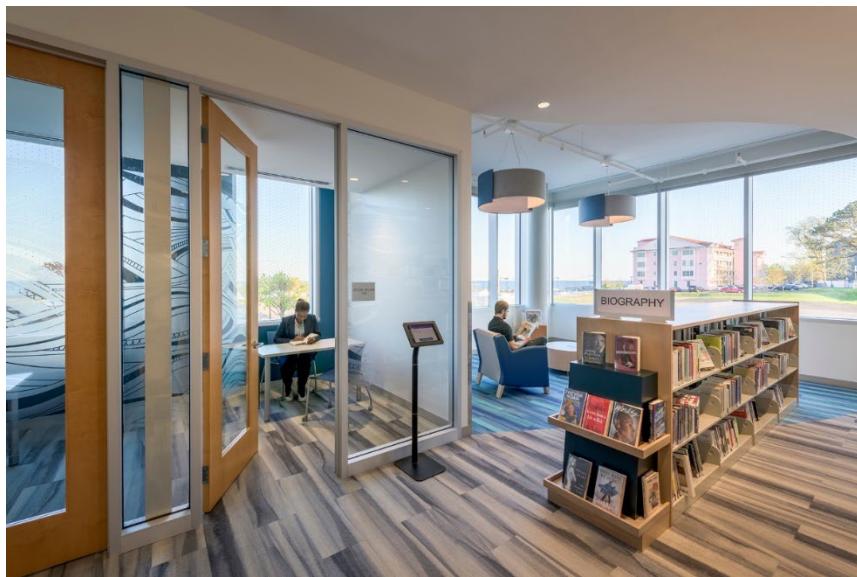


Lionberger Construction requests the following of Roanoke County:

- Identify key individuals for all aspects of the contract, financing, management, design, and construction processes to ensure clear and efficient communication and collaboration.
- Establish a committee to work with our team to provide input on program development, review conceptual plans, manage budgeting, address community needs, and minimum code requirements.
- Allow Site Access

Roanoke County's Responsibilities:

- Review PPEA Proposals
- Serve as PPEA Administrator
- Work with Lionberger Construction to negotiate the Comprehensive Agreement.
- Ensure the necessary funding is allocated for the construction.
- Relocate existing facility furniture and equipment during renovations and return them to the new facility after completion.



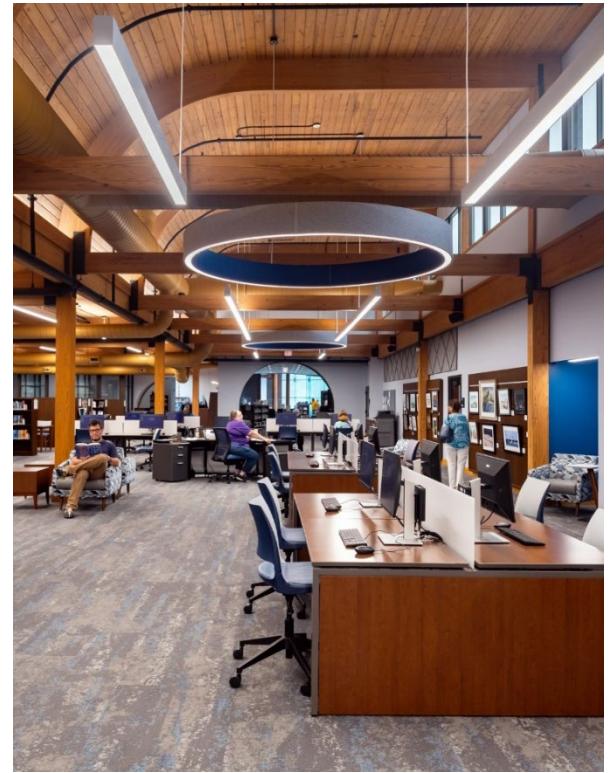
2C – Required Permits



Our Project Team and Subcontractors will obtain and furnish evidence of all required permits for this project as follows:

- Land Disturbing Permit
- Demolition Permit
- Building Permit
- Right of Way Permit
- DEQ Permit
- Mechanical Permit
- Electric Permit
- Plumbing Permit
- Stormwater Permit
- Fire Sprinkler & Fire Alarm Permit

Overall Duration: Estimated 2 Months





Adverse Social, Economic, and Environmental Impacts

The proposed project team does not anticipate any adverse social, economic, or environmental impacts from this project. The project has been in the works for some time and with funds set aside, it should have no adverse economic impacts on the County's budget.

This is a renovation project that would reuse the existing Hollins Branch building which would avoid any potential social impacts that could arise from relocation of the building, and would also avoid any environmental impacts because we are maintaining the existing site.

Environmental and archaeological assessments are not needed because the land is already owned by the County.





Positive Social, Economic, and Environmental Impacts

The rich history of the area combined with its small-town atmosphere create an area full of potential for supporting small and growing businesses. In reviewing the County's Economic Development website, it was evident that there is a strong commitment here to focus on driving businesses to the region. This is an area where a renovated library facility and experienced library staff can partner with community organizations to support and further this mission.

The Commercial Corridors Opportunities Re-imagine Planning Study for Hollins Center received significant public stakeholder participation suggesting that the findings here are in line with community needs and expectations. The plan focuses on land use, community facilities, transportation, gateway and streetscape improvements, and community engagement. The vision for this area continues the blend of residential and commercial properties with places to gather.

Looking to the future, an area is being designated for mixed-use development that continues this combination of residential and commercial in a more modern format. As this type of development draws more people to this area for live, work, and play, the library will also need to expand its offerings.

This redesign will provide an economic catalyst to generate more investment and development of Hollins Center and the intent to expand transit options will also help to increase use of this area. Renovating the Hollins Library aligns with the Core Concept to "Create a unique sense of place through innovative and high-quality development". A public library is a natural draw for people looking for a place to spend time engaging in different kinds of recreational, educational, and leisure activities.

This project also aligns with the Core Concept to "Ensure that the public services and facilities meet the needs of the community". A library renovation will create the 21st century center for learning and gathering mentioned in the Plan. There is a multitude of ways in which renovating this library will support the positive social and economic goals of the Hollins Center Vision.

We have seen a widespread increase in libraries offering business incubator spaces, job training programs, and linking technology labs and maker spaces with these initiatives. As a centrally located community asset, the Hollins Branch Library is well positioned to help support these efforts through collaboration with the County and other local stakeholders. A renovated building will be able to support increased programming, performances, and author visits that draw patrons whether they live nearby or are seasonal visitors to the area.

The renovated library building will improve livability and providing a true multi-generational destination point that aligns with planning goals.

Enclosed you will find a preliminary schedule logic that we have prepared for your project. We would propose breaking the project down into several “Phases” that would allow for “fast tracking” of both the design and construction of this project. Several things would affect the proposed logic:

- Owner Priority of construction
- Minimum disruption of Owner operations
- Lead time of “critical” equipment and materials – i.e. elevator, structural steel, etc.
- Design complexity and existing structure limitations
- Availability of work areas
- Weather and climate conditions that effect “outside” work
- Permits and requirements of local, state, and federal governmental agencies.

Based on the constraints listed above our schedule logic would be based on the following:

- Design times
- Total construction time length
- “Phasing” of as many work areas into segments that are easily accessible and similar in construction/design scope
- Acquiescence of local building authority to issue approval to pre- approved “phasing” of the project.

We have not prepared a detailed schedule of the project since we do not know priority of tasks or the complexity of the design. However these things would rapidly resolve themselves in Lionberger Construction’s Team Build Approach to this project.



Lionberger Construction will make every effort to complete the project within the agreed upon timeline. We also understand it is essential to have well-thought-out contingency plan in place to address public needs if the project extends past the projected schedule. If this transpires, Lionberger will collaborate with Roanoke County and Hollins Library to determine the best way to minimize disruption to library services, ensure continued access to resources, and maintain community engagement. Transparent communication and flexibility in service delivery will be key to maintaining the library's role as a vital community hub during the renovation period.





In order to effectively manage the risks and liabilities associated with the completion of the library renovation and addition beyond the agreed completion date, and to ensure that the project stays on track, we propose the following allocation of responsibilities and assurances.

Contractor's Responsibility:

- Lionberger Construction assumes responsibility for completing the construction in accordance with the agreed upon timeline and project milestones as detailed in a comprehensive agreement.
- We will maintain adequate staffing, resources, and management oversight to ensure the work is completed on time.
- We will provide a detailed construction schedule will outline clear milestones and deadlines for each phase of the project. These milestones will be closely monitored to ensure timely progress.
- Lionberger Construction will hold weekly or bi-weekly meetings with the owner, contractor, and project manager to assess the status, highlighting completed tasks, potential issues, updated projections and address any delays, and implement corrective actions as needed.

Owner's Responsibility:

- The owner will be responsible for ensuring that all required approvals, permits, and access to the site are provided in a timely manner. Any delays caused by the owner's failure to meet these requirements will not be the contractor's responsibility.
- The owner must also ensure the availability of necessary funds as per the agreed schedule to avoid project pauses due to financial reasons.

Performance Bond and Insurance:

- **Performance Bond:** Lionberger Construction can provide a performance bond if requested at an additional cost.
- **Insurance:** Lionberger Construction will carry Comprehensive construction insurance to cover risks such as accidents, damages, and unforeseen circumstances that might cause delays.

Ongoing Communication:

- We will establish an open line of communication throughout the entire process, ensuring that both parties are aware of any potential risks to the timeline and can collaborate to mitigate issues proactively.
- This will include a real-time project management tool for transparency, enabling the owner to track progress, identify risks early, and suggest adjustments as needed.



Project Assumptions

Roanoke County will own the project so no assumptions have been made regarding ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the County's use of the project.

Project Phasing

The library is planning to close during the renovation project. A phased construction approach will not be needed.

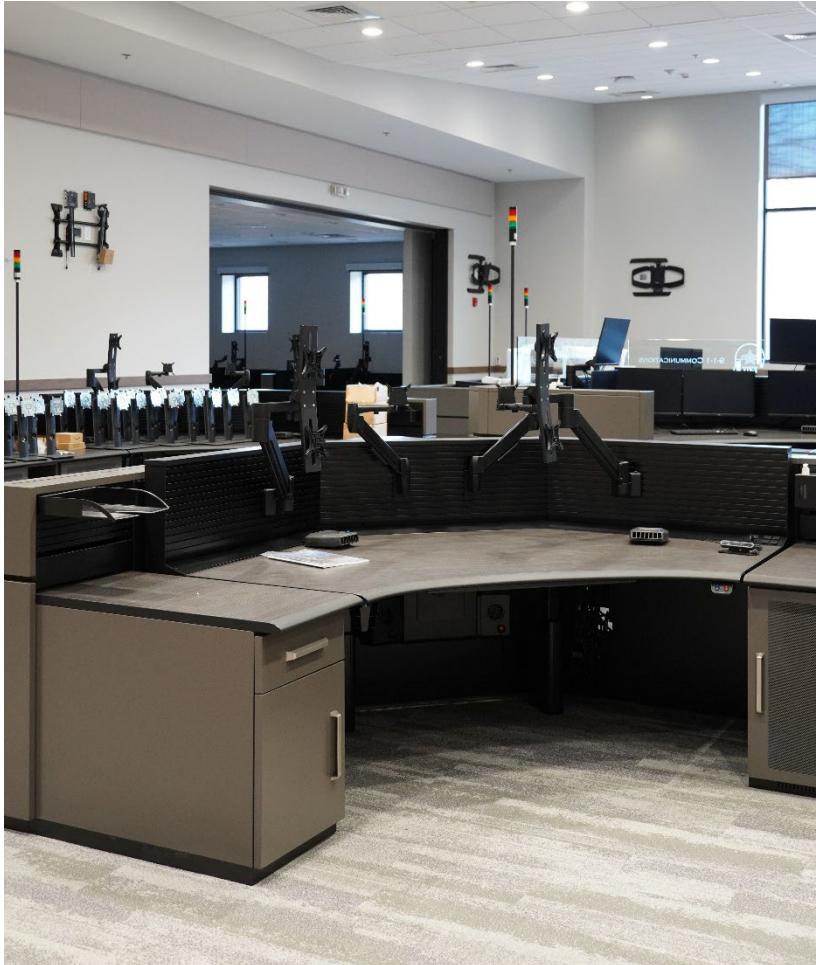




LIONBERGER CONSTRUCTION

BUILDING RELATIONSHIPS SINCE 1923

Section 3 – Project Financing





Lionberger Construction realizes that it is paramount that our Clients realize the best value for the money spent on their projects. As a result, we typically produce multiple estimates during the Design Development phase of the project.

Conceptual Budget

The Conceptual Design is typically the first set of drawings that we use to develop a Conceptual Budget. We will contact one Subcontractor in each work phase to provide a preliminary budget for their portion of the work. We will use subcontractors that we are confident understand the overall work required even though the drawings are at a conceptual level.

After we have developed the Conceptual Budget, it will be reviewed with the Team to see if there are any areas that need additional exploration or alternate materials or methods pricing. By recognizing these areas early, the scope can be adjusted to meet budget constraints.

Preliminary Budget

The next phase of the drawings is usually a 65% complete phase in which the Design Team has incorporated suggestions based on the Conceptual Budget. The drawings have more detail and are ready for pricing by more subcontractors. We will ask three Subcontractors to price each work phase. The preliminary budget is then reviewed with the Project Team to make sure scope and budget are meeting the Owner's expectations.

Final Design

The Design Team incorporates the suggestions offered during the 65% Phase into a final set of drawings. To develop our final estimate, we put the drawings out for market pricing, using the Internet and email notification services to make sure the larger Subcontractor and Supplier market is aware of the project. We will set a "bid date" at which time we will accept bids for the project. After the bids are received, we will review the apparent low bidders with the Project Team. The Team will discuss each Subcontractor's price along with their capabilities and experience to make a final selection.



General Requirements

We believe the costs associated with the General Requirements of the project should be estimated and priced based upon the actual requirements of the project. Therefore, we do not use a standard "percentage of total costs" method for calculating General Requirements.

When we estimate a project, we carefully consider the requirements of each of the following items and estimate each accordingly:

Field Engineering	Refuse fees
Superintendent	Travel Expenses
Temporary Power, Water, Phone and Lighting	Temporary Toilets
Office and Storage Trailers	Jobsite fuels
Small Tools	Clean-up
Insurances and Bonds	Licenses, Taxes and Municipality Permits
Safety and OSHA Compliance	Fences and Security
Signage	

In order to accommodate our labor taxes and employee insurance expenses, we apply a 35% factor to the raw labor rates. This "labor burden" will be shown as a line item on the estimate.

The "Contractor's Fee" is the percentage mark-up above and beyond these and the other direct project costs and represents our home office overhead and profit.

Cost Accounting

Once the final estimate is approved, all pricing information is entered into our Accounting system and the job cost budget is developed. This information is updated weekly and is available to the Project Team to refer to for analysis, project progress, and as an accounting tool to determine the financial status of the project on a weekly basis.

Lionberger Construction assumes the Roanoke County Hollins Library project will align with the library's mission, vision, and community needs. We know the project will be funded by Roanoke County. Our key assumptions are:

- Project will comply with all local, state, and federal building codes and regulations.
- The agreed timeline for construction will be realistic and account for potential delays.
- The addition and renovation will accommodate current and future technological advancements.
- The expanded area will include flexible and multi-use areas for library functions.
- The design will balance traditional book collections with digital resources and collaborative spaces.
- New spaces will support community events, programs, and study spaces.
- New energy-efficient lighting, heating, and cooling systems will be installed.
- Indoor air quality and natural lighting will be prioritized.
- Cost-saving measures will be considered without compromising quality.
- Input from patrons, staff, and local government will shape design and functionality.



3D – Risk Factors



The risk factors associated with this project will be outlined in the Comprehensive Agreement between Lionberger Construction and Roanoke County.

Our teams extensive experience on library projects will help minimize risk exposure. The consortium will collaborate with Roanoke County to mitigate as many design risks as possible to ensure a successful project.

A detailed construction schedule allowing for weather related delays will be updated and communicated to the team on a regular basis. Risk factors that may arise will be identified and a plan of recourse developed to mitigate project delays.

Lionberger Construction will provide a payment and performance bond, if requested on this project to add a layer of financial security. The cost of the bond is not included in our current budget.

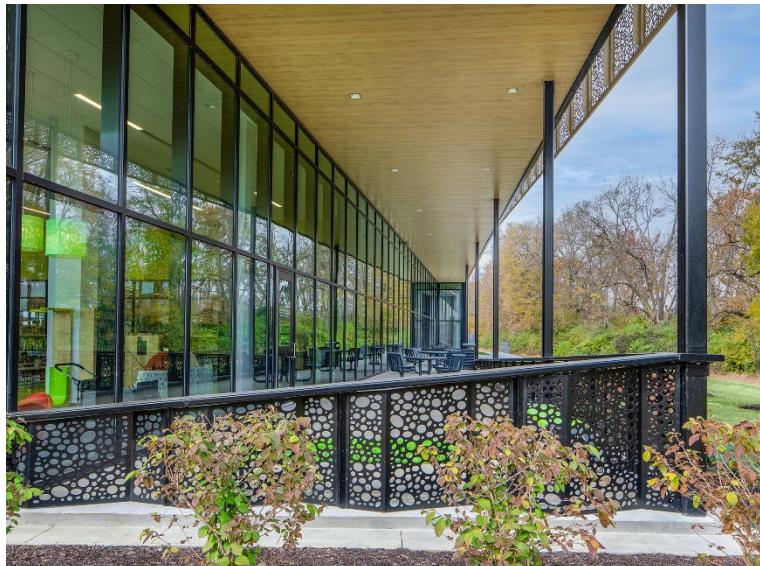


3E – Financial Resources Contemplated



Lionberger Construction Company is anticipating that Roanoke County will extend financial support for the entirety of this project, ensuring its successful completion. The involvement of state and federal government resources would also be highly beneficial, provided the County can access these funds to facilitate the necessary renovations to this public facility.

This collaborative approach would not only expedite the project but also enhance the quality and scope of the improvements, ultimately benefiting the community at large.





LIONBERGER CONSTRUCTION

BUILDING RELATIONSHIPS SINCE 1923

Section 4 – Project Benefit and Compatibility





The newly renovated and expanded library is an investment in the Community's future. It brings the community closer together by revitalizing public interest in the facility. It will create a modern, sustainable space that meets the changing needs of the patrons. Additional space could offer a broader range of services. Newer technology will enhance learning opportunities and bring the library forward in the digital age. The newly renovated library will enhance the cultural life of the area which will attract visitors and boost economic growth at nearby businesses. The positive impact is felt socially, economically, and environmentally, making the library not just a resource center, but a cornerstone of community life.

The community as a whole will benefit from a renovated Hollins library building in the northeast of the County. This includes area residents, community partners, and library staff.

Regionally, a reconfigured library will better be able to provide both on-site and outreach services extending access to library materials and services throughout the area. The new services and materials that the library will be able to offer will increase services and materials that can be offered, thereby increasing access to residents and visitors throughout the County.

Designing a library that is a destination point and community hub will also be attractive to tourists visiting the area. The new facility will support increased programming, performances, and author visits that draw visitors whether they live nearby, are seasonal residents, or visitors to the area looking to explore the Blue Ridge Parkway.

Libraries are true multi-generational spaces. A place where there is something for everyone

- The new library will enhance the retail district along Peters Creek Road and amenities available to residents and visitors traveling through this area.
- Renovated libraries are drivers for increased growth and revitalization in business districts. It demonstrates the County's investment in the area and its ongoing commitment to improve public services.
- This vibrant community hub will be an inviting place for gathering, learning, and entertainment that would appeal to area residents and visitors alike.
- A renovated facility will also provide for improved staff functionality and will set the stage for increased library services, materials, and access to technology to the greater Roanoke area beyond the physical building.
- This renovation / reconfiguration project will also bring needed meeting and gathering spaces to support area businesses, churches, and other community partners.
- Enhancing this civic destination lets tax payers know that the County is invested in expanding available resources and creating a desirable community where people want to live, work, and spend time.

4B – Anticipated Public Support or Opposition



We believe that Roanoke County is already in support of improving the Hollins Branch, whether as a new building or as a renovation of their existing building. However, our engagement process gives both government and public stakeholders an opportunity to be heard and have their input documented.

This process is also education-based, giving all participants the opportunity to learn about modern library services, materials, technology, and the spaces that support these functions. Participants can then share their feedback on which of these aspects they think is the right fit for the community who uses this branch library and Roanoke County at large.

As we move through our open and transparent design process, we demonstrate how stakeholder and community input influences and / or aligns with design decisions.

It is normal for some members of the community to be reluctant to move away from the library building they know and have fond life-long memories of using. Our process does a good job of explaining the need for change in public library services, materials, and spaces while also expressing how the modern library still retains the core literacy and enrichment goals of the more traditional library that these patrons have been familiar with.





Lionberger Construction understands that this is an exciting project, and it's important that the community feels involved and well-informed throughout the process. We are committed to making this renovation and addition a positive experience for everyone.

Our approach is:

Clear and Regular Communication: We will maintain consistent communication with the community and public using multiple channels to ensure that everyone is kept up to date. These will include:

- **Social Media:** Regular updates on our social media accounts to share progress, timelines, and any potential changes.

Community Engagement: We will share project updates at Roanoke County meetings and community events throughout the project to provide opportunities for direct feedback and open dialogue.

Addressing Concerns: We understand that any renovation project can raise concerns, especially regarding potential disruptions. To address these:

- **Clear Timelines:** We'll provide a detailed project timeline, including phases of construction and estimated completion dates.
- **Temporary Services:** If there are any temporary closures or service disruptions, we will notify the public of alternate resources available to meet the community's needs.
- **Dedicated Contact:** We will have a designated staff member to handle any questions or concerns and respond promptly.

Transparency and Responsiveness: We will be transparent about any challenges or delays that may arise during the construction phase, and will work to minimize disruptions to regular library services. Updates will be shared regularly, and we will encourage community members to voice their concerns at any stage of the project.



4D – Compatibility with Economic Development



We can see that there is a strong commitment in Roanoke to focus on driving businesses to the region. This is an area where a renovated and reconfigured library facility and experienced library staff can partner with community organizations to support and further this mission.

Beyond small business incubator and fabrication support, library resources can also help to support the mission of exposing students to careers and make viable community connections between business leaders and students / young adults looking for direction as they contemplate their future. Public libraries also support training programs that guide participants into needed skill building, language learning, and emerging technologies.

Libraries are also known as a vital resource to support educational initiatives at all ages. This includes early literacy programs, access to advanced creative technology, life skills training, culinary programs, job fairs and training events, STEAM / robotics programs, and entrepreneurship programs. Access to a strong educational foundation will create the backbone for continued investment in Roanoke County and increase a sense of community.



4E – Compatibility with County Plans



As a renovation project, this building is already compliant with zoning ordinances. This project has been contemplated for some time and examined as both a new building on this existing Hollins Branch site, or now as a renovation of the existing building. This project is inherently compatible with local infrastructure development plans and the County's comprehensive plan.

It is evident that Roanoke County maintains a high quality of sense of place that appeals to its citizens and visitors. A renovated and reconfigured library building will be able to provide the types of spaces and resources that support educational initiatives, networking and talent development programs improving livability and providing a true multi-generational destination point that has something for everyone.

This library project adds immediate value to Roanoke County creating an atmosphere of community and opportunities for learning, play, entertainment, and gathering. Particularly for young families. Strong library programming can help residents form a bond with their community. Even if those residents are recent college graduates. Many people in the 20-30 age range are unaware of the services that the library offers and how they benefit from these services.

Investment in public buildings often sparks a chain of further investment and support for additional public facility improvement projects.



Unsolicited PPEA for Roanoke County Public Library - Hollins Branch Closing Statement

Lionberger Construction, HBM Architecture, and ZMM Architects and Engineers thank you for considering our proposal. We look forward to working together to achieve outstanding results on this project.

If Roanoke County has any further questions about our proposal, please feel free to reach out to Lionberger Construction Company.

Sincerely,



David Underwood, President
Lionberger Construction Company



COUNTY OF ROANOKE, VIRGINIA

GENERAL CONDITIONS OF THE PPEA CONTRACT

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1. DEFINITIONS

Whenever used in these General Conditions of the PPEA Contract ("General Conditions") or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

Agency: The County of Roanoke, Virginia. For purposes of the Contract, the term Owner shall include such Agency, whether or not the Agency owns the site or the building.

Architect, Engineer, Architect/Engineer, or A/E: The term used to designate the duly Virginia licensed persons or entities designated by the PPEA Contractor to perform and provide the Architectural and Engineering design and related services in connection with the Work.

Beneficial Occupancy: The condition after Substantial Completion but prior to Final Completion of the Project at which time the Project, or portion thereof, is sufficiently complete and systems operational such that the Owner could, after obtaining necessary approvals and certificates, occupy and utilize the space for its intended use. Guarantees and warranties applicable to that portion of the Work begin on the date the Owner accepts the Project, or a portion thereof, for such Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions or by separate agreement.

Change Order: A document issued on or after the effective date of the Contract Between Owner and PPEA Contractor which is agreed to by the PPEA Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include written orders to proceed issued pursuant to Section 38 (a) (3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

Code of Virginia: 1950 Code of Virginia as amended. Sections of the Code referred to herein are noted by § xx-xx.

Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract: The Agreement Between Owner and PPEA Contractor hereinafter referred to as the Contract.

Contract Completion Date: The date by which the Work must be Substantially Complete. The Contract Completion Date is customarily established in the Notice to Proceed, based on the Time for Completion. In some instances, however, the Contract contains a mandatory Contract Completion Date, which shall be stated in the Request for Proposal.

Contract Documents: The Contract Between Owner and PPEA Contractor signed by the Owner and the PPEA Contractor and any documents expressly incorporated therein.

Contract Price: The total compensation payable to the PPEA Contractor for performing the Work, subject to modification by Change Order.

Contractor or PPEA Contractor: The person or entity with whom the Owner has entered into a contract to do the Work.

Date of Commencement: the date as indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the Owner and Contractor in writing, whichever is the latest.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents **or** does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, or Work that has been damaged prior to the final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion or Beneficial Occupancy).

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Field Order: A written order issued by the A/E which clarifies or explains the plans or specifications, or any portion or detail thereof, without changing the design, the Contract Price, the Time for Completion or the Contract Completion Date.

Final Completion Date: The date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Contractor that the Work is totally complete in accordance with Section 44(b).

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 36, except in the event no final payment is made due to termination of the Contract under either Sections 41 or 42. In the event of a termination for cause under Section 41, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 42, the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Subsection 42, or the Owner's determination that no compensation for termination is due the Contractor under Subsection 42, as the case may be.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project. Any difference in time between the Contractor's approved early completion date and the Contract Completion Date shall be considered a part of the Project float.

Float, Free: The time (in days) by which an activity may be delayed or lengthened without impacting upon the start day of any activity following in the chain.

Float, Total: The difference (in days) between the maximum time available within which to perform an activity and the duration of an activity. It represents the time by which an activity may be delayed or lengthened without impacting the Time for Completion or the Contract Completion Date.

Notice: All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Contract shall be

sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; or (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery. All notices to the Owner should be directed to the Project Manager.

If the Owner and the Contractor agree in writing that Notices transmitted by Facsimile (Fax) or e-mail are acceptable for the Project, such Notice shall be transmitted to the Fax number or e-mail address listed in the agreement and shall have a designated space for the Fax or e-mail Notice recipient to acknowledge his receipt by authorized signature and date. The Fax or e-mail Notice with authorized signature acknowledging receipt shall be Faxed or e-mailed back to the sender. The Faxed or e-mailed Notice shall be effective on the date it is acknowledged by authorized signature. All Faxed or e-mailed Notices shall also be sent by hard copy, which shall be effective upon delivery, as provided herein. Notice shall be effective upon the date of acknowledgment of the Faxed or e-mailed Notice or the date of delivery, whichever occurs first.

Notice to Proceed: A written notice given by the Owner to the Contractor (with a copy to A/E) directing the PPEA Contractor to commence Work on the Date of the Commencement and specifying the time periods within which the PPEA Contractor is to achieve Substantial and Final Completion.

Owner: The County of Roanoke, Virginia.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings prepared by the PPEA Contractor's Architecture/Engineer and acceptable to the Owner which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work and which are included in the Contract Documents.

PPEA Proposal: The PPEA Proposal, dated _____, 2025 and revised _____, 2025, submitted by Contractor to Owner, including the Detailed Stage Proposal and the Cost Proposal as well as any modifications submitted by the PPEA Contractor in response to the Owner's RFP setting forth the design concepts, design criteria, pricing requirements, and other conditions of the Work to be performed.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents, including any specific Phases or Subphases of such Work.

Project Inspector: One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s).

Project Manager: The Project Manager as used herein shall be the Owner's designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and notices. All notices due the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager. The scope of the Project Manager's authority is limited to that authorized by the Owner, who shall provide written information to the Contractor at the Preconstruction meeting defining those limits. Upon receipt of such information, the Contractor shall be on notice that it cannot rely on any decisions of the Project Manager outside the scope of his authority. Nothing herein shall be construed to prevent the Owner from issuing any notice directly to the Contractor. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Project Manager.

Provide: Shall mean furnish and install ready for its intended use.

Schedule of Values: The schedule prepared by the Contractor and acceptable to the Owner which indicates

the value of that portion of the Contract Price to be paid for each trade or major component of the Work.

Site: Shall mean the location at which the Work is performed or is to be performed.

Specifications: That part of the Contract Documents prepared by the PPEA Contractor's Architecture/Engineer and acceptable to the Owner which contain the written design parameters and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official to determine code compliance and for the Contractor to perform the Work.

Subcontractor: A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

Submittals: All shop, fabrication, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion or Substantially Complete: The condition when the Owner agrees that the Work, or a specific portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may, after obtaining the necessary approvals and certificates, take Beneficial Occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

Supplemental General Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Supplier: A manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the Date of Commencement which the Contractor has to substantially complete all Work required by the Contract.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work: The services performed under this Contract including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant, and functioning system for those systems depicted in the plans and specifications.

2. CONTRACT DOCUMENTS

- (a) The Contract Between Owner and PPEA Contractor, the General Conditions, and all Exhibits referenced in 2. of the Agreement.
- (b) All time limits stated in the Contract Documents, including but not limited to the Time for Completion of the Work, are of the essence of the Contract.
- (c) The Contract Between Owner and PPEA Contractor shall be signed by the Owner and the PPEA

Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.

- (d) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect. In the event of conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract Between Owner and Contractor; the Supplemental General Conditions; the General Conditions; the Special Conditions; the approved specifications with attachments; and the approved plans.
- (e) If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

3. LAWS AND REGULATIONS

- (a) The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- (b) This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.
- (c) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (d) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all Work under this Contract. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- (e) Building Permit: The Virginia Uniform Statewide Building Code applies to the Work and is administered by the Building Official. The Contractor shall provide to the Building Official the necessary copies of plans, specifications, and other documents required by the Building Official. The Building Permit(s) will be obtained and paid for by the Contractor. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision Quality shall be obtained and paid for by the Contractor. See Section 23(e) for requirements for plans and specification for Building Permits. See Section 25 for utility connection fees and services.
- (f) Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- (g) The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 37 of these General Conditions with respect to each lower-tier Subcontractor and Supplier.
- (h) The Contractor, if not licensed as an asbestos abatement contractor shall have all asbestos-related Work performed by subcontractors who are duly licensed as asbestos contractors s appropriate for

the Work required.

- (i) Lead Based Paint Activities: If the Contract Documents indicate that lead based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:
 - (1) The requirements set forth in 40 CFR 745 in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead containing materials, removal and handling of lead containing materials, and methods of disposal.
 - (2) The requirements for employee protection contained in 29 CFR Part 1926, Subpart D, and the requirements for record-keeping contained 29 CFR Part 1910.
 - (3) The Virginia Department of Labor and Industry's (DLI) Emergency Regulation published in the May 27, 1996 Virginia Register, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI.
- (j) If the Contractor violates laws or regulations that govern the Project, the Contractor shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Contractor, the Contractor shall indemnify and hold the Owner harmless against any third-party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from such violation.
- (k) If the Work includes any land disturbing activities, the Contractor shall have on-site an individual certified by the Department of Environmental Quality as a Responsible Land Disturber in accordance with §10.1-563, Code of Virginia

4. NONDISCRIMINATION

- (a) §2.2-4311 of the Code of Virginia shall be applicable. It provides as follows:
 - 1. During the performance of this Contract, the Contractor agrees as follows:
 - (a) The Contractor 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - (c) 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. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.”
- (b) Where applicable, the Virginians with Disabilities Act and the Federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors.

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

(a) §2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor'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 contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom 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.”

(b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

- (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
- (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

6. TIME FOR COMPLETION

(a) The Time for Completion for the project including any dates for completion of any designated Phase or Sub-phase shall be as stated in the PPEA Contract as **agreed upon by the Owner and Contractor, subject to Change Orders or written mutual agreement of Owner and Contractor**. The Work must be substantially completed by the Time for Completion or the Contract Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) days after the date of Substantial Completion.

(b) The Time for Completion shall be stated in the Contract between Owner and PPEA Contractor and shall become a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes. If the Contractor fails to substantially complete the Work within the Time for Completion or Contract Completion Date, as set forth in the Contract, he shall be subject to payment of actual damages incurred by the Owner or liquidated damages, if provided for in the Contract.

(c) The Contractor, in submitting his proposal, acknowledges that he has taken into consideration normal weather conditions. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather data for the past ten (10) years, (i.e., conditions which are not extremely unusual). Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the site of the work. No additional compensation will be paid to the Contractor because of adverse weather conditions; however, an extension of time for abnormal weather will be considered by the Owner under the following conditions, all of which must be strictly complied with by the contractor:

- (1) The request for additional time shall be further substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate that an actual departure

from normal weather occurred at the Site during the dates in question.

- (2) The extension requested must be supported by a delay in completion of the entire Project shown on the critical path of the accepted CPM Schedule or the approved bar graph schedule required for the Project. Extensions will be granted only for delays in completion of the Project, not for that portion of any delay which consumes only "float" time.
- (3) A request for extension of time based on abnormal weather must be made in writing within fourteen (14) calendar days of the completion of the calendar month during which abnormal weather is claimed at the Site.
- (4) All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before any consideration will be given to the request. That supporting data shall be submitted by the end of the calendar month following the month for which the request is made.

- (d) The failure by the Contractor to comply with any and all of the conditions in (c) above shall constitute a waiver of claims for the extension of time for abnormal weather.
- (e) The Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, the Contract Documents, local conditions, availability of materials, equipment, and labor, and any other factors which may affect the performance of the Work. The Contractor agrees and warrants that he will achieve Substantial Completion of the Work to allow the Owner to have Beneficial Occupancy not later than the Time for Completion or Contract Completion Date. The Contractor agrees and warrants that he will achieve Final Completion of the Work (the entire completion of all Work, including "punch list" items), not later than thirty (30) days after achieving Substantial Completion.

7. CONDITIONS AT SITE

- (a) The Contractor shall have visited the Site prior to submitting its proposal and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements, and work within or adjacent to the Site. Claims, which result from the Contractor's failure to do so, will be deemed waived.
- (b) If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions from those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the Site are found which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor must report such conditions to the Owner and to the Architect/Engineer before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Architect/Engineer shall promptly propose such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or additional time needed for completion must be requested pursuant to Sections 38, 39 and/or 43 of these General Conditions.
- (c) If the Contractor, during the course of the Work, observes the existence of any material which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner.

8. CONTRACT SECURITY

- (a) The Contractor shall deliver to the Owner or its designated representative, Standard Performance Bond, and a Standard Labor and Material Payment Bond, each fully executed by the Contractor one or more surety companies legally licensed to do business in Virginia and each in an amount equal to

one hundred percent (100%) of the accepted bid. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to the Owner's approval. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner and the Roanoke County Attorney. In order to facilitate review of the bonds by the Roanoke County Attorney, the power of attorney from the surety company to its agent who executes the bond shall be attached to the bond, or, if not so attached, prior to the execution of the bonds by the surety, recorded in the Office of the Clerk for the County of Roanoke. Upon receipt of such Forms, which cover both this Agreement and any prior Interim Agreement to the extent the Interim Agreement remains in force, the Owner will promptly return to Contractor the Performance Bond and Standard Labor and Material Payment Bond delivered to the Owner pursuant to the Interim Agreement.

- (b) For the purposes of all Standard Labor and Material Payment Bonds entered into, the term "subcontractors" means any contractors who participated in the prosecution of the Work undertaken by the Contractor whether such Subcontractor had a direct contract with the Contractor or whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor. The payment bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the Contractor or to any Subcontractors in furtherance of the Work provided for in this Contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the Work. "Labor and Materials" includes public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Site.
- (c) See §2.2-4338 of the Code of Virginia, for alternative forms of security for payment and/or performance bonds.

9. SUBCONTRACTS

- (a) The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the Owner may direct. Where the specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object by written notice to Contractor to as unsuitable. The Owner shall not direct the Contractor to contract with any particular Subcontractor unless provided in the specifications or Request for Proposals.
- (b) The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- (c) The Contractor shall be fully responsible to the Owner for all acts and omissions of his agents and employees and all succeeding tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay for or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization, except as may otherwise be required by law.
- (d) The Contractor shall be fully responsible for his invitees at the Site and for those of his Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- (e) The Contractor agrees that he alone is responsible for all dealings with his Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

10. SEPARATE CONTRACTS

- (a) The Owner reserves the right to let other contracts in connection with the Project, the Work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his Work with theirs. If the Owner has listed other separate contracts in the Requests for Proposals or Invitation for Bids which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other Contracts in the Requests for Proposals or Invitation for Bids, the Contractor shall integrate the schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent or threaten to prevent the Contractor from carrying out his Work according to the Contract, the Contractor shall immediately notify the Owner upon discovering such conditions.
- (b) If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up as required by Sections 31 (c) and 31 (d) of these General Conditions, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a Contractor disputes the Owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

11. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- (a) The Contractor shall not commence Work under this Contract until he has obtained all the insurance required hereunder from an insurer authorized to do business in Virginia and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the same types of insurance in an appropriate amount have been obtained by the Subcontractor and approved by the Contractor. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- (b) The Contractor shall take out and shall maintain in force at all times during the performance of the Work Workers' Compensation and Employers' Liability Insurance for all of his employees engaged in the Work in an amount not less than the minimum required by § 2.2-4332 and § 65.2-100 et seq. of the Code of Virginia, and, in case any of the Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in the Work. Prior to award of the Contract, the Contractor shall submit, on the form provided by the Owner, a Certificate of Coverage verifying Workers' Compensation coverage. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and shall provide a copy to the Owner.
- (c) During the performance of the Work under this Contract, the Contractor shall maintain commercial general liability insurance to include Premises / Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, and Personal Injury Liability, which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of general liability insurance shall be not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate combined limit. The County of Roanoke, its officers, employees and agents, shall be named as an additional insured with respect to the Work being procured. The Supplemental General Conditions may require the Contractor to provide an Umbrella insurance policy in a specified amount for the Project.
- (d) During the performance of the Work under this Contract, the Contractor shall maintain automobile liability insurance which shall insure him against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Contract, whether

such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than **\$1,000,000** combined limit for bodily injury and property damage per occurrence.

- (e) The Contractor's Architect/Engineer responsible for the design portion of the Work shall obtain and maintain in force during the contract period and for a period of five (5) years after the final completion of the Work professional liability and errors and omission insurance in the amount of **\$2,000,000** per claim occurrence and **\$2,000,000** aggregate combined claims limit.
- (f) Except for the insurance provided in e, the Owner, its officers, employees and its agents, shall be named as an additional insured in any policy of insurance issued by endorsement. Written evidence of the insurance shall be filed with the Owner no later than thirty (30) days following the award of the Contract. All insurance policies providing the coverages required under paragraphs 11 b, c, d, and e, and Paragraph 12, shall require thirty (30) days' advance written notice of cancellation [ten (10) days in case of failure to pay premiums] to the Owner. The following properly completed endorsements will be acceptable:

Workers' Compensation:

- 1. Certificate of Coverage
- 2. Alternate Employer Form WC 00 03 01 A
- 3. Material Coverage Change or Cancellation Form WC 99 00 10 01 10 A.
Additional Insured: Form No. CG 20 10 11 85.
Completed Operations: Form No. CG 20 37 07 04.
Material Change or Policy Cancellation Notice: IL 60 05 VA 01 10 and Form No. CA 02 03 12 05.

12. "ALL RISK" BUILDER'S RISK INSURANCE

- (a) The Contractor, at his cost, shall obtain and maintain in the names of the Owner and the Contractor "all-risk" builder's risk insurance (or fire, extended coverage, vandalism and malicious mischief insurance, if approved by the Owner upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto which is intended for use thereon, to one hundred percent (100%) of the insurable value thereof. Such insurance may include a deductible provision if the Owner so provides in the Supplemental General Conditions, in which case the Contractor will be liable for such deductions, whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the Owner, in accordance with its interests, as they may appear. The Owner, its officers, employees and its agents, shall be named as an additional insured in any policy of insurance issued. Written evidence of the insurance shall be filed with the Owner no later than thirty (30) days following the award of the Contract. In the event of cancellation of this insurance, not less than thirty (30) days prior written notice must be sent to the Owner. A copy of the policy of insurance shall be given to the Owner upon demand.
- (b) The value of the builder's risk insurance shall exclude the costs of demolitions, excavations, backfills, foundations, underground utilities and Sitework.
- (c) Any insurance provided through the Department of Treasury, Division of Risk Management, on buildings, construction, additions or renovations will not extend to Contractor's nor Subcontractors' buildings, equipment, materials, tools or supplies unless these items are to become property of the Owner upon completion of the Project and the Owner has assumed responsibility for such items at the time of the loss.

13. TAXES, FEES AND ASSESSMENTS

Except as provided in Paragraph 3(e), the Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees and assessments on the real property comprising the Site of the project.

14. PATENTS

The Contractor shall be responsible to the Owner for obtaining, or assuring its Subcontractors have obtained all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees for such invention, article, appliance, process, or technique that is utilized for the Work. The Contractor shall hold the Owner, its officers, agents and employees, harmless against any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used by or on behalf of the Contractor or its subcontractors in the performance of the Contract, including its use by the Owner, unless such invention, process, technique, article or appliance is specifically named in the specifications or plans as acceptable for use in carrying out the Work. If, before using any invention, process, technique, article or appliance specifically named in the specifications or plans as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same; he shall promptly advise the Owner. The Owner may direct that some other invention, process, technique, article, or appliance be used. Should the Contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the Owner, he shall be responsible for any loss or liability due to the infringement.

15. ARCHITECT/ENGINEER'S STATUS

- (a) The PPEA Build Contractor's Architect/Engineer shall be duly and properly licensed by the Virginia Department of Professional and Occupational Regulation to provide these services in Virginia. The Architect/Engineer shall provide the professional services to design the Work in conformance with the applicable standards indicated below.
- (b) The Architect/Engineer shall have authority to endeavor to secure the faithful performance by Owner and PPEA Contractor of the Work under the Contract. He shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. He shall interpret the requirements of the plans and specifications and issue clarifications to the Contractor as may be required. He shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Contract. He shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the requirements of the plans and specifications. He shall determine the progress and quality of the Work subject to the Owner's right to make an overriding decision to the contrary. Upon request by the Contractor, the Architect/Engineer shall confirm in writing within fourteen (14) days, any oral order or determination made by him.
- (c) The Virginia Department of Transportation "Road & Bridge Specifications", 2002 edition or later, and Virginia Department of Transportation "Road Design Standards", 2001 edition or later, are included by reference and shall be used by the Contractor's Architect/Engineer as the referenced standards for design of the roads, parking areas, sidewalks, curbs, and other sitework.
- (d) The building design shall conform to the requirements of the Virginia Uniform Statewide Building Code. The current edition of the Virginia Uniform Statewide Building Code which is in effect at the time the construction documents are submitted to the Building Official for Building Permit shall be the applicable Building Code for that phase of the project.
- (e) The Architect/Engineer shall have no authority to approve or order changes in the Work which alter the approved plans and specifications which were the basis of the Building Permit without obtaining approval of the Building Official.
- (f) The provisions of this section are included as information only to describe the relationship between the Owner, Architect/Engineer, and Contractor. No failure of the Architect/Engineer to act in accordance with this section shall relieve the Contractor from his obligations under the Contract or create any rights in favor of the Contractor.

16. INSPECTION

- (a) All material and workmanship shall be subject to inspection, examination and testing by the Owner, its Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The Owner shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in Section 41 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided in Section 41 for termination thereunder.
- (b) Site inspections, tests conducted on Site or tests of materials gathered on Site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or to pay, together with any inspections and tests which he chooses to perform for his own purposes, but are not required by the Contract.
- (c) Where Work is related to or dependent on the Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work or deficiency is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected because of defective material or workmanship, the Contractor shall stop like Work in other areas or locations on the Project until the matter is resolved and the Owner has approved corrective measures.
- (d) Should it be considered necessary or advisable by Owner at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, the Contractor shall bear all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement including a markup of ten (10%) percent for overhead and profit shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted suitable extension of time. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test contrary to the instructions of the A/E, Owner or Project Inspector.
- (e) The Project Inspector has the authority to recommend to the Owner that the Work be suspended when in his judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that the Work stoppage was not reasonably justified by the Contractor's failure to follow the Contract Documents.

(f) The Project Inspector has the right and the authority to:

- (1) Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
- (2) Inspect workmanship for compliance with the standards described in the Contract Documents.
- (3) Observe and report on all tests and inspections performed by the Contractor.
- (4) Recommend rejection of Work which does not conform to requirements of the Contract Documents.
- (5) Keep a record of construction activities, tests, inspections, and reports.
- (6) Attend all joint Site construction meetings and inspections held by the Owner and/or the Architect/Engineer with the Contractor.
- (7) Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
- (8) Check installations for proper workmanship and conformance with shop drawing and installation instructions.
- (9) Assist in the review and verification of the Schedule of Values & Certificate for Payment, submitted by the Contractor each month.
- (10) Do all things for or on behalf of the Owner as the Owner may subsequently direct in writing.

(g) The Project Inspector has no authority to:

- (1) Authorize deviations from the Contract Documents;
- (2) Enter into the area of responsibility of the Contractor's superintendent;
- (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;
- (4) Authorize or suggest that the Owner occupy the Project, in whole or in part; or
- (5) Issue a certificate for payment.

(h) The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform his duties in any way excuse Defective Work or otherwise improper performance of the Contract by the Contractor.

17. SUPERINTENDENCE BY CONTRACTOR

(a) The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the Site at all times during the progress of the Work. The superintendent or foreman shall be familiar with and be able to read and understand the plans and specifications, and be capable of communicating orally and in writing with the Owner's inspectors and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and

procedures, for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent, including the reason therefore, prior to making such change.

- (b) The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- (c) The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, or otherwise objectionable, but the Owner shall have no obligation to do so.

18. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

- (a) The Contractor shall be solely responsible for supervising and directing the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract, except where otherwise specified in the Contract Documents. The Contractor, in performing as the PPEA Contractor, shall also be responsible to the Owner for the design or selection of any specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor is solely responsible to the Owner that the finished Work complies with the Contract Documents.

The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the Architect or Engineer, the Project Inspector, the Owner, the Owner's employees and agents, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or its sole responsibility for health and safety programs and precautions.

- (b) The Contractor shall be fully responsible to the Owner for all acts and omissions of all succeeding tiers of Architect/Engineer, Subcontractors, and Suppliers performing or furnishing any of the Work just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner to pay for or see to payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by law.

19. SCHEDULE OF THE WORK

- (a) **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date established by the Contract and receive payment in accordance with Section 36 for the Work completed each period. However, the date established by the Contract Documents as the deadline for achieving Substantial Completion must be used in all schedules as the date on which Substantial Completion will be achieved. The time (in days) between the Contractor's planned early completion and the contracted Time for Completion is part of the Project "Total Float" time and will be used as such. Extensions of time pursuant to Sections 38, 39, and 43, damages for delay, and all other matters between the Owner and the Contractor will be determined using the contractually required Substantial Completion date, not an early Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract Between Owner and Contractor, unless

otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner a preliminary bar graph schedule for accomplishing the Work based upon the Time for Completion stated in the Contract. The preliminary schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of its acceptance of or objections to the preliminary schedule within fifteen (15) days of receipt by the Owner. A fully complete Project schedule for accomplishing the Work must be submitted in like manner no later than sixty (60) days after the Contract is signed by the Owner.

The Owner's failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, etc. shall not constitute a representation or warranty by the Owner, including but not limited to a representation or warranty that the schedule is feasible or practical nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work within the time allowed.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. Nor shall subsequent progress payments be payable to the Contractor unless and until he submits the monthly bar graphs or status reports required by Section 19(d) herein or unless and until he provides any recovery schedule pursuant to Section 19(e) herein.

Failure to provide a satisfactory preliminary or fully complete Project schedule within the time limits stated above shall be a breach of contract for which the Owner may terminate the Contract in the manner provided in Section 41 of these General Conditions.

The fully complete Project schedule for accomplishing the Work shall be of the type set forth in subparagraph (1) or (2) below, as appropriate:

- (1) For Contracts with a price of \$1,500,000 or less, a bar graph schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work. See (b) below.
- (2) For Contracts with a price over \$1,500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Contractor and shall be paid for by the Contractor. See (c) below.

(b) **Bar Graph Schedule:** Where a bar graph schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by Architect/Engineer, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor.

The Contractor shall allow sufficient time in his schedule for his Architect/Engineer to conduct whatever associated reviews or inspections as may be required under the Architect/Engineer's contract with the Contractor. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

(c) **CPM Schedule:** Where a CPM schedule is required, it shall be in the time-scaled precedence format using the Contractor's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format.

The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the Work, including not only the actual construction Work for each trade, but also the submission of shop drawings and other Submittals for approval, approval of shop drawings by the Contractor's Architect/Engineer, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion, Contract Completion Date and any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in his schedule for his Architect/Engineer to conduct whatever associated reviews or inspections as may be required. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

It is the Contractor's responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Time for Completion or the Contract Completion Date and any interim deadlines established by the Contract.

When completed, the CPM schedule shall be submitted to the Owner for review. The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total Float" and "Free Float" shall be indicated for all activities. Float time, whether "Free Float" or "Total Float" as defined in Section 1, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Time for Completion or the Contract Completion Date. Extensions to the Time for Completion or the Contract Completion Date, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$5,000,000, the CPM schedule shall also show what part of the Contract Price (expressed in U.S. dollars) is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price. On contracts with a price over \$10,000,000, the CPM schedule shall also show the planned workforce (crew size and number of crews) and the major pieces of equipment required for each activity on the schedule. When acceptable to the Owner and Architect/Engineer as to compliance with the requirements of this Section, but not as to logic, the schedule shall become the CPM schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with, nor responsibility for the proposed or actual duration of any activity shown on the accepted schedule.

(d) **Monthly Project Reports:** The Contractor shall review progress not less than each month, but as often as necessary to properly manage the Project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish within the Contract Time for Completion or before the Contract Completion Date. The Contractor shall submit to the Owner along with his monthly request for payment a copy of the bar graph schedule annotated to show the current progress. For projects requiring a CPM schedule, the Contractor shall submit a monthly report of the status of all activities. The bar graph schedule or monthly status report submitted with each periodic request for payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders; the manufacture, testing and installation of materials, supplies and equipment. The form shall be approved by the Owner; however, a bar graph or a CPM schedule marked, colored or annotated to reflect the above will usually satisfy this requirement. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures he is taking and plans to take to bring each such element back on schedule and to ensure that the Time for Completion or Contract Completion Date is not exceeded.

(e) **Progress Delay:** Should any of the following conditions exist, the Owner may require the Contractor to prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Time for Completion or the Contract Completion Date:

- (1) The Contractor's monthly project report indicates delays that are, in the opinion of the Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled Time for Completion or the Contract Completion Date is brought into question;
- (2) The CPM schedule sorted by early finish shows the Contractor to be thirty (30) or more days behind the critical path schedule at any time during construction up to thirty (30) days prior to scheduled Substantial Completion date;
- (3) The Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Architect/Engineer or the Owner, are of a major nature.

The plan of action and recovery schedule, when required, shall explain and display how the Contractor intends to regain compliance with the current accepted, fully completed, Project CPM schedule, as updated by approved change orders.

The plan of action, when required, shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand.

- (f) **Early Completion of Project:** The Contractor may attempt to achieve Substantial Completion on or before the Time for Completion or the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay damages to the Owner because of its failure to achieve Substantial Completion by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for achieving Substantial Completion early nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to achieve Substantial Completion earlier than the date required by the Contract Documents.

If the Contractor seeks to change the Time for Completion or the Contract Completion Date to reflect an earlier completion date, he may request or propose such a change. The Owner may, but is not required to, accept such proposal. However, a change in the Time for Completion or the Contract Completion Date shall be accomplished only by Change Order. If the Contractor's proposal to change the Time for Completion or the Contract Completion Date is accepted, a Change Order will be issued stating that all references in the Contract, including these General Conditions, to the Time for Completion or the Contract Completion Date shall thereafter refer to the date as modified, and all rights and obligations, including the Contractor's liability for actual damages, delay damages and/or liquidated damages, shall be determined in relation to the date, as modified.

20. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- (a) Before submittal of the first partial payment request under the Contract, the Contractor shall prepare for review and approval of the Owner, a schedule of the estimated values listed by trades or by specification sections of the Work, totaling the Contract Price. Where the total project has multiple parts or phases, the Contractor shall prepare appropriate schedules of values to facilitate reviews and justifications for payments.

All requests for payment shall be made on a computerized spreadsheet. Where a computerized spreadsheet is used, one copy of the entire Schedule of Values shall be provided to the Owner an agreed spreadsheet format (e.g. EXCEL) with the initial request for payment.

- (b) If the Contractor requests, or intends to request, payment for materials stored in an approved and

secure manner, the Schedule of Values must indicate the amount for labor and the amount for materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off Site.

- (c) The "Value of Work Completed" shall be completed, the Contractor's certification completed and signed, and the appropriate substantiating material attached to each Certificate for Payment. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, time sheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner, are necessary or sufficient to justify payment of the amount requested.
- (d) The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter, the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relationship to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed material as well as that stored on the Site and any material stored off Site which has been certified in accordance with Section 36 of these General Conditions.
- (e) Should Work included in previous Schedule of Values submittals, and for which payment has been made, subsequently be identified, by tests, inspection, or other means, as not acceptable or not conforming to Contract requirements, the "Value of Work Completed" portion of the first Schedule of Values submitted after such identification shall be modified to reduce the "completed" value of that Work by deleting the value of that which has been identified as not acceptable or nonconforming.

21. ACCESS TO WORK

The Owner, the Project Manager, the Owner's inspectors and other testing personnel, inspectors from the Department of Labor and Industry, and others authorized by the Owner, shall have access to the Work at all times. The Contractor shall provide proper facilities for access and inspection.

22. SURVEYS AND LAYOUT

- (a) The Owner shall furnish the Contractor all necessary documents showing property lines and the location of existing buildings and improvements. The Contractor shall provide competent surveying and engineering services to execute the Work in accordance with the Contract and shall be responsible for the accuracy of these surveying and engineering services.
- (b) Such general reference points and benchmarks on the Site as will enable the Contractor to proceed with the Work will be established in the plans and specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, he shall promptly notify the Owner.
- (c) The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without the written approval from the Owner. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

23. PLANS AND SPECIFICATIONS

- (a) The general character and scope of the Work are illustrated by the plans and the specifications prepared by the Contractor's Architect/Engineer. The level of detail shown on the plans and stipulated in the specifications shall be sufficient to clearly demonstrate to the Building Official that the design conforms to the requirements of the VUSBC. The Contractor shall carry out the Work in accordance with the plans and specification and any additional detail drawings and instructions provided by the Architect/Engineer.

- (b) Measurements or dimensions shown on the drawings for Site features, utilities and structures shall be verified at the Site by the Contractor before commencing the Work. The Contractor shall not scale measurements or dimensions from the drawings. If there are discrepancies, the Architect/Engineer shall be consulted. If new Work is to connect to, match with or be provided in existing Work, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication.
- (c) As-Built Drawings: The Contractor shall maintain at the Site for the Owner one copy of all drawings, specifications, addenda, approved shop or setting drawings, Change Orders and other modifications (collectively referred to herein as "As-Built Drawings") in good order and marked to record all changes as they occur during construction. These shall be available to the Owner, the Project Inspector, the Owner's other inspectors and to the Owner's testing personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction.
- (d) Record Drawings: Upon completion of the Work and within 28 days after the final inspection, the Contractor shall deliver to the Owner one complete set of "As-Built Drawings" in reproducible form.
- (e) The standard and non-standard portions of the Project-specific construction documents prepared or furnished by the A/E and the A/E's consultants related to this Project, pursuant to this Agreement, are instruments of the A/E's and the A/E's consultants' professional services (the "Construction Documents"). The A/E's and A/E's Consultant's standard details, specifications, and designs shall remain the property of the A/E. However, the Construction Documents shall become the property of the Owner upon payment in full of all fees and expenses incurred by the A/E under this Agreement, and any modifications to this Agreement.

Furthermore, the Owner may use the Construction Documents only for construction, occupying, maintenance or additions to this Project only, and the Owner may not make any modifications to or use the Construction Documents for any other project, and shall be the Owner's sole risk, without the written permission of the A/E. The transfer of ownership of the Construction Documents to the Owner is not to be construed to be a sale by the A/E or the A/E's consultants. This transfer of ownership of the Construction Documents is not a waiver of the A/E's and the A/E's consultant's other rights under law and this Agreement.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor invokes the protections of §2.2-4342, F., *Code of Virginia*, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The PPEA Contractor shall provide the following documents to the Owner at the completion of the Work:

- original sealed and signed drawings
- BIM Models.
- original copy of the specifications
- copy of analyses made for the project
- indexed copy of the calculations made by each discipline for the project
- the Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project.

The County of Roanoke, as owner of the documents prepared for its projects, has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to an Architect/Engineer designing a similar project. Neither the PPEA Contractor nor its Architect/Engineer for the original project design shall be responsible or liable to the Owner for any

such use of the documents.

The Architect/Engineer for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

24. SUBMITTALS

- (a) Shop drawings, setting drawings, product data, and samples generated by the PPEA Contractor shall be known as submittals. Three (3) copies of all submittals shall be provided to the Owner when generated.
- (b) Submittals shall be approved by the PPEA Contractor and its licensed professional designer for conformance with the required codes, standards, and provisions of the Contract. Three (3) copies of all approved submittals shall be provided to the Owner. One copy of the "Approved" shop drawings/submittals shall be on file in the construction trailer for use by Inspectors.
- (c) Any submittal material, assembly, or product which deviates from the approved Building Permit Documents shall be submitted to the Building Official for VUSBC approval prior to installation.
- (d) The Work shall be in accordance with approved Building Permit Documents as detailed by the approved submittals.

25. FEES, SERVICES AND FACILITIES

- (a) The Contractor shall obtain all permits, including the Building Permit(s), and pay for all fees and charges necessary for temporary access and public right-of-way blockage or use, for temporary connections to utilities and for the use of property (other than the Site) for storage of materials and other purposes unless otherwise specifically stated in the Contract Documents.
- (b) Certain projects such as renovations and interior modifications of existing buildings will usually have water and electric service to the building. In those instances, water and electric power, if required for the Work under the Contract, will be furnished by the Owner subject to reasonable use by the Contractor, only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for whatever damages which may result from power and water outages or voltage variations.
- (c) The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier. The Contractor shall coordinate such connections with the utility Supplier.
- (d) Unless otherwise specifically stated in the Contract Documents, the Contractor, either directly or through his Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work within the Contract Time for Completion or before the Contract Completion Date.
- (e) The Contractor shall provide temporary facilities including Contractor's office space, Owner's Project Inspector office space (if required by the specifications), toilet facilities, and storage space, as required for the operations and the protection of the material and work. Number, sizes and locations shall be subject to approval of the Owner. Sanitary facilities shall be plumbed into an approved waste treatment system or shall be an approved type of chemical toilet and shall be regularly serviced.

26. EQUALS

- (a) **Brand names:** Unless otherwise stated in the Request for Proposals or Invitation for Bids, the name of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article desired, but does not restrict the Contractor to the specific brand, make, or manufacturer; it is set forth to convey to the Contractor the general style, type, character and quality of the article specified.
- (b) **Equal materials, equipment or assemblies:** Whenever in these Contract Documents, a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the Owner is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.
- (c) **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the approved plans and specifications but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. If the proposed substitute is acceptable to the Owner, a Change Order will be proposed to the Contractor to accept the substitute and to deduct the proposed cost savings from the Contract Price. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- (d) The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product which it uses. The necessary changes shall be made at the Contractor's expense.

27. AVAILABILITY OF MATERIALS

If a brand name, product, or model number included in the Contract Documents is not available on the present market, alternate equal products or model numbers may be proposed by the Contractor for approval by the Owner. Also submit data to the Building Official for approval of products, materials, and assemblies regulated by the VUSBC.

28. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor, or by any Subcontractor or Supplier, subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that he has clear and good title to all materials and supplies which he uses in the Work or for which he accepts payment in whole or in part.

29. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- (a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition.
- (b) Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Owner immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Architect/Engineer, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Owner, or other inspecting authority, as applicable.
- (d) Where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions.
- (e) Where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. The Contractor and each Subcontractor are expected to be proficient and skilled in their respective trade and knowledgeable of the Codes and Standards of the National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by his trade.
- (f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation or specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Architect/Engineer for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.
- (g) During and/or at the completion of installation of any items, the tests designated in the plans or specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

30. WARRANTY OF MATERIALS AND WORKMANSHIP

- (a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law.

31. USE OF SITE AND REMOVAL OF DEBRIS

- (a) The Contractor shall:
 - (1) Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contractor;
 - (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of his Work or the work of any other separate contractor; and
 - (3) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- (b) The Contractor expressly undertakes, either directly or through his Subcontractor(s), to effect all cutting, filling or patching of the Work required to make the same conform to the plans and specifications, and, except with the consent of the Owner, not to cut or otherwise alter the Work of any other separate contractor. The Contractor shall not damage or endanger any portion of the Work or Site, including existing improvements, unless called for by the Contract.
- (c) The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the Site shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building Site, but shall be removed from the Site and properly disposed of in a licensed landfill or otherwise as required by law.
- (d) The Contractor expressly undertakes, either directly or through his Subcontractor(s), before final payment or such prior time as the Owner may require, to remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the Site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to clean thoroughly all glass installed under the Contract, including the removal of all paint and mortar splatters and other defacements. If the Contractor fails to clean up at the time required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 10 (b) of these General Conditions.
- (e) The Contractor shall have, On-Site, an employee certified by the Department of Environmental Quality as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices. The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract and the Virginia Department of Environmental Quality's Erosion and Sediment Control Regulations and the Virginia Stormwater Management Regulations.

32. TEMPORARY ROADS

Temporary roads, if required, shall be established and maintained until permanent roads are accepted, then removed and the area restored to the conditions required by the Contract Documents. Crushed rock, paving and other road materials from temporary roads shall not be left on the Site unless permission is received from the Owner to bury the same at a location and depth approved by the Owner.

33. SIGNS

The Contractor may, at his option and without cost to the Owner, erect signs acceptable to the Owner on the Site for the purpose of identifying and giving directions to the job. No signs shall be erected without prior approval of the Owner as to design and location.

34. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor expressly undertakes, both directly and through his Subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the Site or be affected by the Contractor's Work.
- (b) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of these requirements or duties or any potential safety hazard that is brought to the attention of the Contractor by the Architect/Engineer, the Owner, or any other persons shall be immediately abated.
- (c) The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, shall apply to all Work under this Contract.
- (d) The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection as required by public authority, local conditions, or the Contract.
- (e) In an emergency affecting the health, safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 38 of these General Conditions.
- (f) When necessary for the proper protection of the Work, temporary heating of a type compatible with the Work must be provided by the Contractor at the Contractor's expense, unless otherwise specified.

35. CLIMATIC CONDITIONS

The Contractor shall suspend activity on and protect any portion of the Work that may be subject to damage by climatic conditions.

36. PAYMENTS TO CONTRACTOR

- (a) Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment (Attachment I), showing the estimate of the Work performed during the preceding calendar month or work period. When evaluating the Contractor's Schedule of Values and Certificate for Payment, the Owner will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work on the critical path with regard to the Time for Completion, and the estimated value of the Work necessary to achieve Final Completion. The Owner will schedule a monthly pay meeting to occur no earlier than the 25th day of the month represented by the payment request or not later than the 5th day of the following month. The Contractor will submit his monthly estimate of Work in accordance with the Contract between the Owner and Contractor so that it is

received by the Owner's Project Manager at least one workday prior to the date scheduled for the monthly pay meeting. The Owner will review the estimate with the Contractor at the monthly pay meeting, which shall be considered the receipt date, and may approve some or all of the estimate of Work for payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 20 of these General Conditions, or as may be required by the Owner so that quantities may be verified. In addition to material delivered to the Site, material such as large pieces of equipment and items purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment, provided all of the following are accomplished prior to the submission of the monthly payment request in which payment for such' materials is requested:

- (1) The Contractor must notify the Owner in writing, at least ten (10) days prior to the submission of the payment request that specific items will be stored off Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these types and quantities of materials for the Project and meet the Time for Completion or Contract Completion Date, subject to Section 43 b of these General Conditions. If the storage location is more than 20 miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the, storage location to verify the Contractor's request for payment for materials stored off Site.
- (2) Such notification, as well as the payment request, shall:
 - (a) itemize the quantity of such materials and document with invoices showing the cost of said materials;
 - (b) indicate the identification markings used on the materials, which shall clearly reference the materials to the particular project;
 - (c) identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;
 - (d) include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bond; and
 - (e) include a certificate of all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which shall name the Owner and the Contractor as co-insureds.
- (3) The Contractor's Architect/Engineer shall indicate, in writing, to the Owner that Submittals for such materials have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirement of the plans and specifications, and that such materials conform to the approved Submittals. Should the Architect/Engineer deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith.
- (4) The Owner shall notify the Contractor in writing of its agreement to prepayment for materials.
- (5) The Contractor shall notify the Owner in writing when the materials are to be transferred to the Site and when the materials are received at the Site.

- (b) Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six months next following submission of the request for payment, unless the Contractor has the prior consent of the Owner, which consent may be granted or withheld by the Owner in its discretion if, in the opinion of the Owner, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.
- (c) No payment shall be made to the Contractor until:
 - (1) The Contractor furnishes to the Owner its Social Security Number (SSN) if an individual, or its Federal Employer Identification Number (FEIN) if a proprietorship, partnership, corporation or other legal entity.
 - (2) Certificates of Insurance or other satisfactory evidence of compliance by the Contractor with all the requirements of Section 11 (and Section 12 if applicable) of these General Conditions have been delivered to the Owner.
 - (3) Copies of any certificates of insurance required of a Subcontractor under Section 11 have been delivered to the Owner for payments based on Work performed by a Subcontractor
 - (4) The Contractor has (i) submitted a preliminary schedule which is acceptable to the Owner in accordance with Section 19(a), (ii) submitted a fully complete Project schedule accepted by the Owner in accordance with Section 19(a), (iii) maintained the monthly bar graphs or status reports required by Section 19(b), or (iv) provided a recovery schedule pursuant to Section 19(e), as each of them may be required.
- (d) In making such partial payments, five percent (5%) of each payment to the Contractor shall be retained until Final Completion and acceptance of all Work covered by the Contract, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like. (§2.2-4333 of the Code of Virginia) The Owner may, at its sole discretion, agree on an item by item basis to release the retainage on items which are fully 100% complete, and which have accepted by the Owner as being tested and complete, and on which no further action or work will be required. Retainage which is released by the Owner shall be distributed by the Contractor to the applicable party(ies) in conformance with Section 37 of these General Conditions.
- (e) All material and Work for which partial payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Work. Nor shall this provision serve as a waiver of the right of the Owner to require the fulfillment of all of the terms and conditions of the Contract.
- (f) The final payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the Owner agrees that Final Completion has been achieved and until the Contractor shall deliver to the Owner a Certificate of Completion by the Contractor and an Affidavit of Payment of Claims, stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed or materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the final payment may include, but are not limited to, amounts due pursuant to Section 3 G), Section 16 a-d, Section 31 d, costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 43 h, and any liquidated or actual damages. If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the

Owner, along with the Affidavit of Payment of Claims, an affidavit from each such Subcontractor and Supplier stating the amount of their subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier pursuant to Section 37 b below, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, pay such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a Virginia Court or Federal Court sitting in Virginia, in the manner provided by law. Said payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

- (g) Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of As-Built Reproducible Record Drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 36 f of these General Conditions, the Contractor shall deliver the written Certificate of Completion by the Contractor (Attachment N) to the Owner stating the entire amount of Work performed and compensation earned by the Contractor, including extra work and compensation therefor. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor; disputing the amount of compensation due to the Contractor; disputing the quality of the Work, its completion, or its compliance with the Contract Documents; or any other reason.
- (h) Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, completion itself, claims by the Owner, other matters in contention between the parties, within thirty (30) days after receipt and acceptance of the Schedule of Values and Certificate for Payment in proper form by the Architect/Engineer at the monthly pay meeting, which shall be considered. the receipt date, the Owner shall pay to the Contractor the amount approved less all prior payments and advances whatsoever to or for the account of the Contractor. In the case of final payment, the completed Affidavit of Payment of Claims, and the Certificate of Completion by the Contractor shall accompany the final Schedule of Values and Certificate for Payment, which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. All prior estimates and payments including those relating to extra Work may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. In the event that any request for payment by the Contractor contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety that would prevent payment by the Payment Date, within five (5) days after receipt of the Schedule of Values and Certificate for Payment by the Owner.
- (i) Interest shall accrue on all amounts owed by the Owner to the Contractor that remain unpaid seven (7) days following the Payment Date. Said interest shall accrue at the rate of six percent (6%) per annum. No interest shall accrue on retainage or when payment is delayed because of disagreement between the Owner and the Contractor regarding the quantity, quality, or timeliness of the Work, including, but not limited to, compliance with Contract Documents or the accuracy of any Request for Payment received. This exception to the accrual of interest stated in the preceding sentence shall apply only to that portion of a delayed payment that is actually the subject of such a disagreement and shall apply only for the duration of such disagreement. Nothing contained herein shall be interpreted, however, to prevent the withholding of retainage to assure faithful performance of the Contract. These same provisions relating to payment of interest to the Contractor shall apply also to the computation and accrual of interest on any amounts due from the Contractor to the Owner for deductive change orders and to amounts due on any claims by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee.
- (j) The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with this Work, except for

things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written notice of intent, provided a claim is submitted no later than sixty (60) days after Final Payment. Acceptance of any interest payment by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.

(k) No certificate for payment issued, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for faulty materials or Defective Work or operate to release the Contractor or his Surety from any obligation under the Contract, the Standard Performance Bond and the Standard Labor and Material Payment Bond.

37. PAYMENTS BY CONTRACTOR (§2.24354, Code of Virginia)

Under §2.24354, Code of Virginia, the Contractor is obligated to:

(a) Within seven (7) days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract,

- (1) Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
- (2) Notify the Subcontractor or Supplier, in writing, of his intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment;

(b) Pay interest to the Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier under this contract, except for amounts withheld as allowed under subsection (a) (2) of this Section.

(c) Include in each of his subcontracts a provision requiring each Subcontractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

The Contractor's obligation to pay interest to the Subcontractor or Supplier pursuant to subsection (b) of this Section is not an obligation of the Owner. A modification to this Contract shall not be made for the purpose of providing reimbursement for such interest charge. A Contractor's cost reimbursement claim shall not include any amount for reimbursement of such interest charge.

38. CHANGES IN THE WORK

(a) The Owner may at any time, and without notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without notice to sureties. At the time of the Pre-construction Meeting described in Section 49 b, the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve changes to the Contract Price and of any limits to each designee's authority. Should any designee or limits of authority change during the time this Contract is in effect, the Contractor or Owner shall give written notice to the other within seven (7) calendar days, utilizing the procedures set forth in these General Conditions. The Contractor agrees and understands that the authority of the Owner's designee is limited by Virginia Code §2.2-4309 and any other applicable statute.

In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Owner:

- (1) **Fixed Price:** By a mutually agreed fixed amount change to the Contract Price and/or time allowed for completion of the Work. The Change Order shall be substantiated by documentation itemizing the estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. The price change shall include the Contractor's overhead and profit. See Subsections (d),(e), and (f) below.
- (2) **Unit Price:** By using unit prices and calculating the number of net units of Work in each part of the Work which is changed, either as the Work progresses or before Work on the change commences, and by then multiplying the calculated number of units by the applicable unit price set forth in the Contract or multiplying by a mutually agreed unit price if none was provided in the Contract. No additional percentage markup for overhead or profit shall be added to the unit prices.
- (3) **Cost Reimbursement:** By ordering the Contractor to perform the changed Work on a cost reimbursement basis by issuing two Change Orders citing this Subsection, an initiating Change Order, authorizing the changed Work, and a confirming Change Order approving the additional cost and time for the changed Work. The initiating Change Order shall:
 - (i) Describe the scope or parameters of the change in the Work;
 - (ii) Describe the cost items to be itemized and verified for payment and the method of measuring the quantity of work performed;
 - (iii) Address the impact on the schedule for Substantial Completion;
 - (iv) Order the Contractor to proceed with the change to the Work;
 - (v) Order the Contractor to keep in a form acceptable to the Owner, an accurate, itemized account of the actual cost of the change in the Work, including, but not limited to, the actual costs of labor, materials, equipment, and supplies;
 - (vi) Order the Contractor to annotate a copy of the Project schedule to accurately show the status of the Work at the time this first Change Order is issued, to show the start and finish dates of the changed Work, and the status of the Work when the changed Work is completed; and
 - (vii) State that a confirming Change Order will be issued to incorporate the cost of the ordered changed in the Work into the Contract Price and any change in the Contract Time for Completion or Contract Completion Date.

The Contractor shall sign the initiating Change Order acknowledging he has been ordered to proceed with the change in the Work. The Contractor's signature on each initiating Change Order citing this Subsection 38(a)(3) as the method for determining the cost of the Work shall not constitute the Contractor's agreement on the cost or time impact of the ordered Work.

Except as otherwise may be agreed to in writing by the Owner, such costs shall not exceed those prevailing for the trades or crafts (based upon rates established by the US Department of Labor, Bureau of Statistics, or other generally recognized cost data publication), materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 38(e), and shall not include any of the costs listed as not allowable in Subsection 38(f). The Owner shall be permitted, on a daily basis, to verify such records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) days of the conclusion of such ordered Work, the Contractor and the Owner shall reach agreement on the cost for the ordered Work, based on the records kept and the Contractor's allowance for overhead and profit determined in accordance with the provisions as set forth in Subsections d, e (6) (ii) and f; below; and the change in the Contract Time for Completion or Contract Completion Date, if necessary as a result of the ordered Work. Such costs and time shall be incorporated into a confirming Change Order which references the initiating Change Order. If agreement on the cost and time of the changed Work cannot be reached within the fourteen (14) days allotted, the Contractor may file a claim for the disputed amount as provided for in Section 47.

- (4) By issuing a unilateral change order in the amount deemed appropriate by the Owner for the Work. If the Contractor objects to the amount or scope of the change order then the Contractor may within the fourteen (14) days of the date of the change order file a claim for the disputed amount as provided for in section 47.
- (b) The Contractor shall review any change requested or directed by the Owner and shall respond in writing within fourteen (14) calendar days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon his Work, including any increase or decrease in the time and price. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price.

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and Time for Completion or Contract Completion Date are agreed upon, both parties shall sign the Change Order. If the Contract Price and Time for Completion or Contract Completion Date are not agreed upon, the Owner may direct the Contractor to proceed under Subsection 38(a)(3) above. Change Orders shall be effective when signed by both parties.
- (c) In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.
- (d) The percentage for calculating additive changes in the Work (other than changes covered by unit prices) shall be calculated paid by applying the following specified percentage markups only on the net cost of the changed Work (i.e. difference in cost between original and changed Work excluding overhead and profit). Said percentages for overhead and profit shall reasonably approximate the Contractor's overhead and profit, but shall not exceed the percentages for each category listed below:
 - (1) If a Subcontractor does all or part of the changed Work, the Subcontractor's mark-up for overhead and profit on the Work it performs shall be a maximum of ten percent (10%). The Contractor's mark-up for overhead and profit on the Subcontractor's price shall be a maximum of ten percent (10%).
 - (2) If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of ten percent (10%).
 - (3) If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup for overhead and profit on that Work shall be a maximum of ten percent (10%). The markup of a sub-subcontractor's Work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).
 - (4) Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price. However, in the event that material Submittals have been approved and orders placed for said materials, Contractor shall use reasonable diligence to minimize the cost to the Owner of cancelling any such order, in which event an amount equal to Contractor's net reduction in the cost of the Work, if any, attributable to cancellation of the order shall be deducted from the Contract Price.

(e) Allowable changes in the Work may include the following:

- (1) Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner.
- (2) Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments, and all trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.
- (3) Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work. If rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.
- (4) Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of his notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.
- (5) Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.
- (6) If the change in the Work also changes the Time for Completion or the Contract Completion Date by adding days to complete the Work, an itemized accounting of the following direct Site overhead and home office overhead and other indirect overhead expenses set forth in subparagraphs (i) and (ii) below may be considered as allowable costs for compensation in addition to those shown above:
 - (i) **Direct Site Overhead Expenses:**

The Contractor's per diem expenses, as shown by the itemized accounting for the following allowable direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, and temporary Site utilities including basic telephone service, electricity, heat, water and sanitary/toilet facilities for each day added. All other direct expenses are covered by and included in the Subsection 38(d) markups above.
 - (ii) **Home Office and Other Indirect Overhead Expenses:**

A five percent (5%) markup on the above direct Site overhead expenses will be allowed as compensation for the Contractor's home office overhead and all other direct or indirect overhead expenses for days added to the Time for Completion or the Contract Completion Date for a change in the Work. All other overhead and other direct or indirect overhead expenses are covered by and included in this markup and the Subsection 38(d) markups above.
- (7) Any other costs directly attributable to the change in the Work with the exception of those set forth in Subsection 38(f) below.

(f) Allowable costs for changes in the Work shall not include the following:

- (1) Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
- (2) Home office expenses including payroll costs for the Contractor's officers, executives, administrators, accountants, counsel, timekeepers, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsections 38(d) above.
- (3) Home office, and field office expenses not itemized in Subsection 38(e)(6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead expenses.

(g) All Change Orders, except the "initial" Change Orders authorizing work citing Subsection 38 a (3) procedures, must state that the Contract Time for Completion or Contract Completion Date is not changed or is either increased or decreased by a specific number of days. The old Time for Completion and, if changed, the new Time for Completion must be stated.

If the Contractor requests an extension to the Time for Completion or a later Contract Completion Date, he must provide written justification for the extension to the Architect/Engineer and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. When a CPM schedule is required by the Contract, no extension to the Time for Completion or Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the critical path beyond the Time for Completion or Contract Completion Date. If approved, the increase in time required to complete the Work shall be added to the Time for Completion or Contract Completion Date.

The Owner may decrease, by Change Order, the Time for Completion or Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to complete the Work as demonstrable on the Bar Graph Schedule or on the CPM Schedule, whichever is appropriate. The Contractor may submit a request to decrease, by Change Order, the Time for Completion or Contract Completion Date under the procedures and subject to the considerations set forth in Section 19 f. No request for such decrease shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Sections 19 b or c, whichever is applicable. The Change Order decreasing the Time for Completion or changing the Contract Completion Date must be signed by both the Owner and the Contractor.

With the exception of Change Orders under Subsection 38 a (3), which shall arrive at a change to the Contract Price and any change to time using the procedures set forth therein, each Change Order shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with all other changes during the course of the Project. Failure to include a change to time and Contract Price attributable to such change in time under Section 38 a (1) or (2) shall waive any change to the time and Contract Price unless the parties mutually agree in writing to postpone a determination of the change to time related impacts of the change. Such a determination may be postponed not more than forty-five (45) days to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work. During any such postponement, the Work shall proceed, unless the Owner agrees otherwise.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's

efforts to justify an extension of the time or an increase in the Contract Price, or due to the Contractor's refusal to proceed with any of the Work pending agreement on a change in time or price, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Contract Completion Date or for an increase in the Contract Price.

- (h) The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all claims by the Contractor and of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his surety from any obligation arising under the Contract or the Standard Performance Bond or Standard Labor and Material Payment Bond.
- (i) Payments will not be made for any Work, labor or materials on a unit price or Subsection 38 a (3) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor and materials. The Owner may require any or all of the following documentation to be provided by the Contractor.

For Work performed on a Unit Price basis:

- (1) certified measurements of authorized and approved excavations, over-excavations, fills and/or backfills, and similar work; and/or
- (2) certified measurements of piling installed, caissons installed, and similar work; and/or
- (3) daily records of waste materials removed from the Site and/or fill materials imported to the Site.

For Work performed on a Subsection 38(a)(3) basis:

- (1) certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor or other worker;
- (2) equipment type & model, dates, daily hours, total hours, rental rate or other specified rate, and extension for each unit of equipment;
- (3) invoices for materials showing quantities, prices, and extensions;
- (4) daily records of waste materials removed from the Site and/or fill materials imported to the Site;
- (5) certified measurements of over-excavations, piling installed and similar work; and/or
- (6) transportation records for materials, including prices, loads, and extensions.

Requests for payment shall be accompanied and supported by invoices for all materials used and for all transportation charges claimed. If materials come from the Contractor's own stock, then an affidavit may be furnished, in lieu of invoices, certifying quantities, prices, etc. to support the actual cost.

39. EXTRAS

If the Contractor claims that any instructions given to him by the Owner, by drawings or otherwise, involve extra Work which increases the scope of the Contract, then, except in emergencies endangering life or property, he shall give the Owner written notice thereof before proceeding to execute the Work. Said notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) days after the receipt of such instructions. Should it not be immediately clear to the Contractor that the change

involves extra Work outside the scope of the Contract, written notice shall be sufficient if given as soon as possible after such realization, but in no event later than fourteen (14) days after the start of such Work. If the Owner agrees, a Change Order shall be issued as provided in Section 38 of these General Conditions, and any additional compensation shall be determined by one of the three (3) methods provided in Subsection 38(a), as selected by the Owner. If the Owner does not agree, then any claims for compensation for the extra Work shall be filed in accordance with Section 47.

40. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum certified by the Owner when no dispute exists as to the sum due or any provision of the Contract, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

41. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

- (a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment, or if he should fail to perform the Work in a diligent, efficient, workmanlike, skillful, and careful manner, or if he should fail or refuse to perform the Work in accordance with the Contract Documents, or if he should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if he should disregard laws, ordinances or the written instructions of the Architect/Engineer or the Owner, or otherwise be in substantial violation of any provision of the Contract, then the Owner may terminate the Contract.
- (b) Prior to termination of the Contract, the Owner shall give the Contractor and his surety ten (10) calendar days written notice pursuant to Section 1 ("Definitions") of these General Conditions, during which the Contractor and/or his surety may rectify the basis for the notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period without further notice to the Contractor. In the alternative, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the basis for the termination will be remedied in a time and manner that the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) day notice, by notifying the Contractor and his surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- (c) Upon termination of the Contract becoming effective, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and shall proceed as follows:
 - (1) If no security has been provided pursuant to Section 8 herein, the Owner shall finish the Work by whatever method he may deem expedient. If the expense of finishing the Work,

including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.

- (2) If security has been provided pursuant to Section 8 herein, the Owner shall provide Notice to the Surety that termination of the Contract became effective and proceed as set forth in the Standard Performance Bond, and the Terms and Conditions therein. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price and the penal amount of the Standard Performance Bond, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
- (d) If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner, and the Contractor's rights and remedies shall be solely limited to those provided by Section 42 of these General Conditions.
- (e) Termination of the Contract under this Section is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

42. TERMINATION BY OWNER FOR CONVENIENCE

- (a) Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination pursuant to Section 1 ("Definitions") of these General Conditions. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - (1) Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment through the date of termination;
 - (2) All amounts then otherwise due under the terms of this Contract associated with the Work performed prior to the date of termination; and
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination.

The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided in Subsection 42(a). The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature. The Contractor agrees to waive all claims against the Owner for any consequential damages that may arise from or relate to the Owner's termination of the Contract including, but not limited to, damages for loss of revenue, income, profit, business, reputation, or bonding capacity.

- (b) In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.
- (c) Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The provisions of this Section shall survive

termination of the Contract.

43. DAMAGES FOR DELAYS; EXTENSION OF TIME

(a) **Excusable Non-Compensable Delays:** If and to the extent that the Contractor is delayed at any time in the progress of the Work by strikes, fires, unusual delays in transportation or unavoidable casualties, or other causes outside the Owner's or Contractor's control, with the exception of delays caused by weather provided for in Section 6 for which the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, then the Contractor shall give the Owner and Architect/Engineer written notice of the delay within fourteen (14) days of the inception of the delay. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If the Owner agrees with the existence and impact of the delay, the Owner shall extend the time for Completion, the Contract Completion Date or Final Completion, as the case may be, for the length of time that the date for Substantial Completion or Final Completion was actually delayed thereby, and the Contractor shall not be charged with liquidated or actual damages for delay during the period of such extension nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay, the impact of such delay, or acceleration of Work as a result of such delay. In the event a CPM schedule is required by the Contract, no extension of the Time for Completion or Contract Completion Date shall be granted unless the Contractor demonstrates a delay in the critical path of the approved CPM schedule or approved bar graph schedule.

(b) **Excusable Compensable Delays:** If and to the extent that the Contractor is unreasonably delayed at any time in the progress of the Work by any act or omission of the Owner, its agents or employees, and due to causes within the Owner's control, and the Contractor intends to request an extension of either the Time for Completion or the Contract Completion Date, as the case may be, and/or additional compensation for damages, if any, caused by the delay, the Contractor shall notify the Owner and the Architect/Engineer immediately at the time of the occurrence giving rise to the delay by the fastest means available and shall give written notice no later than fourteen (14) working days after inception of the delay. The Contractor's written notice shall specify the nature of the delay claimed by the Contractor, the cause of the delay and the impact of the delay on the Contractor's Work schedule. The Owner shall then have three (3) working days to respond to the Contractor's notice with a resolution, remedy, or direction to alleviate the delay or rejection of the Contractor's notice of delay. The Owner's failure to respond within the time required shall be deemed to be a rejection of the Contractor's notice. The Contractor shall also give written notice to the Owner and Architect/Engineer of the termination of the delay not more than fourteen (14) days after such termination. If and to the extent that a delay is caused by or due to the Owner or Architect/Engineer taking any actions permitted or required by the Contract, the Contractor shall be entitled to an extension of time or additional compensation only for the portion of the delay that is unreasonable, if any.

(c) **Non-Excusable Non-Compensable Delays:** The Contractor shall not be entitled to an extension of the Time for Completion or Contract Completion Date or to any additional compensation for delays if and to the extent they are (1) caused by acts, omissions, fault, or negligence of the Contractor or his Subcontractors, agents or employees, or due to foreseeable causes within their control, including, but not limited to delays resulting from Defective Work, including workmanship and/or materials; from rejected Work which must be corrected before dependent work can proceed; from Defective Work or rejected Work for which corrective action must be determined before like work can proceed; from incomplete, incorrect, or unacceptable Submittals or samples, or from the failure to furnish enough properly skilled workers, proper materials or necessary equipment to diligently perform the Work in a timely manner in accordance with the Project schedule; or (2) due to causes that would entitle the Owner to recover delay costs or damages.

(d) No extension of time or additional compensation, if applicable, will be granted for any delay unless the claimed delay directly affects the critical path of the approved CPM schedule or the schedule shown on the approved bar graph schedule, whichever is applicable, and any float has been consumed. No extension of time or additional compensation shall be given for a delay if the

Contractor failed to give notice in the manner and within the time prescribed in Subsections 43(a) or (b) above, whichever applies. Furthermore, no extension of time or additional compensation shall be given for any delay unless a written request therefor is made in writing to the Owner within twenty (20) days of the end of the delay. The request shall state the cause of the delay, the number of days of extension requested and any additional compensation requested by the Contractor. Failure to give written notice of either the inception or the termination of the cause of delay or failure to present a claim for extension of time and/or monetary compensation within the times prescribed shall constitute a waiver of any claim for extension or additional compensation based upon that cause.

(e) Requests for extensions of time and/or compensation for delays pursuant to Subsection 43(b) above must be substantiated by itemized data and records clearly showing that the Work delayed was on the critical path of the approved CPM schedule or on the sequence of Work on the approved bar graph schedule, as modified, whichever applies, and that the additional time and/or costs incurred by the Contractor are directly attributable to the delay in the Work claimed. Furthermore, compensation for delay shall be calculated from the contractual Time for Completion or Contract Completion Date, as adjusted by Change Order, and shall not be calculated based on any early completion planned or scheduled by the Contractor, unless a Change Order has been executed pursuant to Section 19(f) changing the Time for Completion or the Contract Completion Date to reflect such early completion. See Section 19 for procedures for the Contractor to follow if he plans early completion of the Work and wishes to request a Change Order reflecting the early completion date.

Agreed Compensation for Owner Delay:

If, and to the extent that the Contractor is entitled to an extension in the Time for Completion or the Contract Completion Date and additional compensation purely as a result of delay under Subsection 43(b), and not as a result of a change in the Work under Section 38, the agreed compensation due the Contractor for days added to the Time for Completion or the Contract Completion Date for each day of such delay shall be the per diem expenses as determined from an itemized accounting of the direct Site overhead expenses and home office and other indirect overhead expenses only as specified in Subsections 38 e (6) (i) and (ii). These Expenses shall exclude any and all expenses specified in Subsection 38 f.

(f) If the Contractor submits a claim for delay damages pursuant to Subsection 43 b above, the Contractor shall be liable to the Owner for a percentage of all costs incurred by the Owner in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim which is determined through litigation to be false or to have no basis in law or in fact. (Section 2.2-4335, Code of Virginia)

(g) Any change in the Contract Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.

(h) **Agreed Compensation for Contractor Delay:** If the Contractor fails to complete the Work within the Time for Completion or the Contract Completion Date, the Contractor shall be liable to the Owner in the amounts set forth in the Supplemental General Conditions, if any, not as a penalty, but as fixed, agreed and liquidated damages for delay until the Work is substantially or finally completed as the case may be. If liquidated damages are not so fixed in the Supplemental General Conditions, the Contractor shall be liable for any and all actual damages sustained as a result of delay. In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work and abandonment of the Contract.

(i) If liquidated damages are provided by the Supplemental General Conditions, the following provisions apply:

(1) If the Work is not substantially complete by the Time for Completion or Contract Completion Date, the Contractor shall owe to the Owner, not as a penalty but as Step One liquidated damages, the sum stated in the Supplemental General Conditions for Step One liquidated

damages for each and every partial or total calendar day of delay in Substantial Completion.

- (2) Once the Work is substantially complete, the accrual of Step One liquidated damages shall cease and the Contractor shall have thirty (30) calendar days in which to achieve Final Completion of the Work.
- (3) If Final Completion of the Work is not achieved on or before the thirtieth (30th) calendar day after Substantial Completion, and if the Owner has not granted any extension of time, the Contractor shall owe to the Owner, not as a penalty but as Step Two liquidated damages, the sum stated in the Supplemental General Conditions as Step Two liquidated damages for each and every partial or total calendar day of delay in Final Completion.

(j) The Contractor waives any and all defenses as to the validity of any liquidated damage provisions in the General Conditions or other Contract Documents, or of any liquidated damages assessed against the Contractor, on the grounds that such damages are void as penalties or are not reasonably related to actual damages.

44. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- (a) The Contractor shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Contractor (Attachment M), of the date when the Work or designated portion thereof, will be, in his opinion, substantially complete and ready for inspection and testing to determine if it has reached Substantial Completion. The notice shall be given at least ten (10) days in advance of said date. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor and the Owner.

The inspection shall include a demonstration by the Contractor that all equipment, systems, and operable components of the Project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in Section 21 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Completion.

After successful completion of the testing and the Architect/Engineer determines that, in its opinion, the Work either in whole or in part, is Substantially Complete, the Architect/Engineer shall notify the Owner, in writing on the Certificate of Partial or Substantial Completion by the Architect/Engineer), that the Work, or a specified portion thereof, is recommended to be declared Substantially Complete. The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as Substantially Complete or the Owner shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

- (b) The Contractor shall notify the Owner, in writing on the Certificate of Completion by the Contractor of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least five (5) days in advance of said date. That inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. When the Work is finally and totally complete, including the elimination of all defects, the Work shall be finally accepted by the Owner and final payment shall be made in accordance with Section 36 of these General Conditions.
- (c) Representatives of the Building Official may participate in the Substantial Completion Inspection. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion re-inspections are required, the Contractor shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- (d) Approval of Work at or as a result of any inspection required herein shall not release the Contractor

or his surety from responsibility for complying with the Contract.

45. GUARANTEE OF WORK

- (a) Except as otherwise specified, all Work shall be, and is hereby, guaranteed by the Contractor against defects resulting from the use of materials, equipment or workmanship, which are defective, inferior, or not in accordance with the terms of the Contract, for one (1) year from the date of Final Completion of the entire Project by the Owner. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work is finally completed, the guarantees for the materials, equipment and workmanship in that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement.
- (b) If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects, inferior materials, equipment or workmanship therein;
 - (2) Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract; and
 - (3) Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the provisions of this Section.
- (c) In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guaranty or warranty, the Contractor disturbs any work performed by a separate contractor, he shall restore such work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- (d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, the Owner may have the defects or inferior materials, equipment or workmanship corrected and the Contractor and his surety shall be liable for all expense incurred.
- (e) All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of the life of such special warranty or guarantee.
- (f) The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- (g) Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 30. This Section relates only to the specific obligation of the Contractor as set forth in this Section to correct the Work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under the Contract Documents.
- (h) In the event the Work of the Contractor is to be modified by another contractor, either before or after

the Final Inspection provided by Section 44 of the General Conditions, the first Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying his Work. The first Contractor and the contractor making the modifications shall each be solely responsible for his respective work. The contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work by his modification. If the first contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into his Work, it shall be the burden of the contractor making the claim to demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if he asserts that defects in his work were caused by the contractor whose work he is modifying.

- (i) The Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, or any property damage, that results from or arises out of the work performed by the Contractor, or by or in consequence of any neglect in safeguarding the Work, through the use unacceptable materials in the Work, or resulting from any act, omission, negligence or misconduct of the Contractor, any of his Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. The Owner may retain as much of the moneys due the Contractor under the Contract as are reasonably necessary to ensure that a fund will be available to pay a settlement or judgement of such suits, actions or claims.

46. ASSIGNMENTS

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

47. CONTRACTUAL DISPUTES (§2.2-4363, Code of Virginia)

- (a) Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after Final Payment; however, written notice of the Contractor's intention to file such claim must be given within fourteen (14) days of the time of the occurrence or beginning of the Work upon which the claim is based. Such notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Contractor and the nature of the claimed damage. The submission of a timely notice is a prerequisite to recovery under this Section. Failure to submit such notice of intent within the time and in the manner required shall be a conclusive waiver of the claim by the Contractor. Oral notice, the Owner's actual knowledge, or a written notice given after the expiration of fourteen (14) days of time of the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. Although the Contractor may be required to submit certain classes of claims prior to Final Payment, and the Contractor is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 47(f), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Contractor in accordance with the expected contract performance are routine submissions and shall not be considered claims under this Section. Proposed or requested change orders, demands for money compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements

of this Section, shall not be considered claims under this Section.

- (b) No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the County Administrator or his designee. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) days of submission of the claim, at which time the claim shall be deemed denied.
- (c) The decision of the County Administrator or other signatory on the Contract shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in § 2.2-4364 of the Code of Virginia. Failure of the Owner to render a decision within 90 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a decision within 90 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.
- (d) Pursuant to § 2.2-4366, Alternative Dispute Resolution, of the Code of Virginia, the Owner may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the Owner, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to § 2.2- 514, as applicable.
- (e) In the event that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, payment due the Contractor, the terms of any Change Order, or otherwise, the Contractor shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as directed by the Owner. The Contractor shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.
- (f) Along with a claim submitted under this Section, the Contractor shall submit a Claim Certification Form (DGS-30-234) certifying that the claim is a true and accurate representation of the claim. Claims submitted without the Claim Certification Form shall not constitute a proper claim and, if not submitted with the certification within the time required, shall be deemed to be waived.
- (g) The remedies provided in these General Conditions, including costs, expenses, damages or extensions of time, shall be the Contractor's sole remedies for the acts, omissions or breaches of the Owner, which shall survive termination or breach of the Contract.

48. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

- (a) As a part of the Work, the Contractor in conjunction with his Subcontractors and Suppliers shall provide the Owner's operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the specifications.
- (b) The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the specifications.

49. PROJECT MEETINGS

- (a) The intention of this Section is that the Contractor and the Owner have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications

on a timely, reasonable basis. The Owner is responsible for making a reasonable effort to provide timely responses to the Contractor.

(b)

Preconstruction Meeting:

Prior to the start of construction and no later than fifteen (15) calendar days after the Notice to Proceed, a "Preconstruction" meeting shall be held with attendees to include the Owner's Project Manager and Project Inspector, the Architect/Engineer's project manager and representatives of each design discipline involved in the Project, the Contractor's project manager and superintendent (and scheduler, if Contractor desires), and representatives of the Contractor's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:

- (1) Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority. Name of Contractor's on-site certified Responsible Land Disturber.
- (2) Names, addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, Submittals, and notices.
- (3) Contractor's proposed construction schedule and Owner's sequencing requirements, if any.
- (4) Schedule of Values and Certificate for Payment requirements and procedures.
- (5) Procedures for shop drawings, product data and Submittals.
- (6) Procedures for handling Field Orders and Change Orders.
- (7) Procedures for Contractor's request for time extension, if any.
- (8) Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
 - Safety
 - Layout of the Work
 - Quality control, testing, inspections and notices required
 - Site visits by the A/E and others
 - Owner's Project Inspector duties
 - Running Punch List
 - As-Built Drawings
- (9) Procedures and documentation of differing or unforeseen Site conditions
- (10) Monthly Pay Meeting
- (11) Assignment of responsibility for generation of meeting minutes of all project meetings.
- (12) Project Close-Out requirements and procedures
- (13) Project records

(c)

Monthly Pay Meeting:

Section 36 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:

- Owner's Project Inspector

- Contractor's project superintendent
- Architect/Engineer representative
- A representative of each subcontractor who performed work included in the current pay request.
- A representative of each subcontractor who is projected to perform work in the coming month.

The following topics should be included, as a minimum, in the monthly pay meeting:

- (1) Observations of status, quality and workmanship of Work in progress
- (2) Validation of the Schedule of Values and Certificate for payment
- (3) Conformance with proposed construction schedule
- (4) Outstanding Requests for Information, Requests for Clarification and Requests for Proposal
- (5) Submittals with action pending
- (6) Status of pending Change Orders
- (7) Status of Running Punch List items
- (8) Work proposed for coming pay period
- (9) Discussions of any problems or potential problems which need attention

(d) **Other Meetings:**

Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

Hollins Library Renovations Exhibit 4**Preliminary GMP****7/24/2025****Construction Costs as of 2/25/25**

General Requirements	\$	308,184.57
Demolition	\$	268,349.55
Sitework	\$	933,539.25
Concrete	\$	152,302.50
Masonry	\$	301,875.00
Metals	\$	192,465.00
Woods and Plastics	\$	102,412.38
Thermal and Moisture Protection	\$	905,677.50
Doors and Windows	\$	413,769.30
Finishes	\$	470,727.60
Specialties	\$	185,535.00
Equipment	\$	2,543.00
Mechanical (HVAC)	\$	1,323,756.00
Plumbing	\$	330,939.00
Sprinkler	\$	151,121.25
Electrical	\$	617,530.83
Structured Cabling and Panduit Switches (Allowance)	\$	50,000.00
Library Interiors (Shelving, Furniture , Signage) (Allowance)	\$	750,000.00
Construction Administration Fee A/E	\$	117,500.00
Total Construction Costs as of 2/25/25	\$	7,578,227.73
Cost Escalation Contingency (5%)	\$	378,911.38
Renovation Contingency (15%)	\$	1,193,570.87
Preliminary GMP	\$	9,150,709.98

COUNTY OF ROANOKE, VIRGINIA

INTERIM AGREEMENT BETWEEN OWNER AND CONTRACTOR REGARDING PRE-CONSTRUCTION
SERVICES FOR THE HOLLINS LIBRARY RENOVATIONS

EXHIBIT 5

**Hollins Library Renovations
Scope of Pre-Construction Services and
Corresponding Schedule of Values**

The Contractor agrees to furnish the pre-construction services set forth and required for the completion of the Project for a subsequently agreed-upon Guaranteed Maximum Price (which will be set forth in a future agreement); the scope of such pre-construction services is further set forth in this exhibit. The pre-construction services provided by the Contractor include, but are not limited to, cost estimating, value engineering, scheduling, construction phasing, constructability review, confirming the Owner's program, schematic design, design development, development of construction documents, holding design review meetings with the Owner, receiving input from subcontractors as to building systems, means and methods of construction, site plan review and approval, and project review meetings with the Owner and regulatory review agencies.

The above pre-construction services for the Hollins Library Renovations may be generally categorized into three phases: 1) schematic design, 2) design development, and 3) construction documents. Upon completion of each phase, Contractor will submit the Plans developed for the phase to the Owner, for review and approval. Once Owner provides Contractor with written approval, Contractor will commence the next phase of services. Contractor will not be entitled to full compensation for each phase until such time as Owner provides such written approval.

Schedule of values for this pre-construction work is as follows:

1) **Schematic Design (SD): The total value of this phase shall be \$207,500.00**

The Contractor will:

- a) Confirm the program and building plan provided in the RFP for both the building and the site.
- b) Provide conceptual drawings, schematic design studies, and any modifications to the site. Architectural conceptual designs shall comply with state and local building codes.
- c) Oversee and coordinate design as well as investigate up-to-date unit pricing and constructability.

2) **Design Development (DD): The total value of this phase shall be \$294,500.00.**

Contractor will prepare Sixty-percent (60%) design drawings and will draft construction Specifications for the Hollins Library Renovations. This design effort will further develop the Plans produced during the schematic design phase and will provide sufficient detail for further analysis and review. Cost and budgets will be compared, and adjustments made to ensure compliance with budget goals and programming needs. Contractor will begin to incorporate

subcontractor input for any budget constraints before commencing the preparation of contract documents. Designs will include:

- a) Location and general layout of the Site
- b) Layout of Underground Facilities
- c) Stormwater management strategies if needed.
- d) Preliminary exterior elevations (presented in 3-dimensional format)
- e) Preliminary interior and exterior finishes
- f) Preliminary structural and mechanical, electrical, and plumbing (MEP) engineering

3) **Construction Documents (CD):** The total value of this phase shall be \$335,500.00.

Completion of engineering, materials and systems selections, refinement of all architectural and engineering design and other details required to complete the drawings and specifications. Furnish and review with County staff the final construction documents for construction purposes. Contractor will identify and communicate with the team budgets and options for all scopes to final the GMP.

Total value for pre-construction services shall be \$837,500.

Design Schedule EXHIBIT 6

The Gantt chart illustrates the project timeline from August 2015 to May 2016. The tasks are color-coded by phase: blue for initial planning, red for design and review, and green for finalization. The chart shows the duration of each task, its start and finish dates, and dependencies between tasks. The 'Interim Agreement Approved by Supervisors' task is highlighted in red and spans from August 2015 to January 2016. The 'Design Development Drawings' task is the longest, spanning from January to April 2016. The 'Issue GMP Agreement' task is the shortest, lasting only one day in May 2016.

ID	Task Mode	Task Name	Duration	Start	Finish	Notes
1	Normal	Interim Agreement Approved by Supervisors	1 day	Tue 8/19/25	Tue 8/19/25	Interim Agreement Approved by Supervisors
2	Normal	Schematic Design Drawings	30 days	Mon 8/25/25	Fri 10/3/25	Schematic Design Drawings
3	Normal	County Review of SD	10 days	Mon 10/6/25	Fri 10/17/25	County Review of SD
4	Normal	Design Development Drawings	40 days	Mon 10/20/25	Fri 12/12/25	Design Development Drawings
5	Normal	County Review of DD's	5 days	Mon 12/15/25	Fri 12/19/25	County Review of DD's
6	Normal	DD Pricing	15 days	Mon 12/22/25	Fri 1/9/26	DD Pricing
7	Normal	County Review of DD pricing	5 days	Mon 1/12/26	Fri 1/16/26	County Review of DD pricing
8	Normal	Construction Drawings	50 days	Mon 1/19/26	Fri 3/27/26	Construction Drawings
9	Normal	County Review of CD's	5 days	Mon 3/30/26	Fri 4/3/26	County Review of CD's
10	Normal	CD Pricing	15 days	Mon 4/6/26	Fri 4/24/26	CD Pricing
11	Normal	County Review of CD Pricing	5 days	Mon 4/27/26	Fri 5/1/26	County Review of CD Pricing
12	Normal	Issue GMP Agreement	1 day	Mon 5/4/26	Mon 5/4/26	Issue GMP Agreement

