



PPEA REQUEST FOR DETAILED PROPOSALS

Office of Purchasing Services
2512 George Mason Drive
Virginia Beach, Virginia 23456
Phone (757) 263-1175

Attention of Offeror is invited to the Code of Virginia, Virginia Public Procurement Act,
Sections 2.2-4367 thru 2.2-4377 (conflict of interest)

**THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH DOES NOT
DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS**

ISSUE DATE:	February 15, 2022
RFP ITEM NO:	5083
CLOSING DATE:	March 15, 2022
CLOSING TIME:	2:00 p.m.
PROCUREMENT OFFICER:	David A. Sandloop, CPPO

DESCRIPTION OF REQUEST FOR PROPOSALS

THIS DOCUMENT CONSTITUTES A REQUEST FOR PPEA SEALED DETAILED PROPOSALS FROM QUALIFIED INDIVIDUALS AND OR ORGANIZATIONS TO PROVIDE FOR THE REPLACEMENT OF THREE (3) SCHOOLS FOR THE VIRGINIA BEACH CITY PUBLIC SCHOOL SYSTEM.

THE FOLLOWING SECTION MUST BE EXECUTED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

Company Name: _____ Federal I. D. #: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Person Quoting: _____ Date: _____

(printed or typed)

Signature: _____ Email : _____

TYPE OF OWNERSHIP					
If Offeror is a Minority Business, please indicate the type of classification below – Check all that apply					
	Yes	No		Yes	No
African American Owned			Female Owned		
Aleutian Owned			Hispanic American Owned		
American Indian Owned			Service-Disabled Veteran Owned		
Asian American Owned			Small Business		
Eskimo Owned			Other		

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SPECIAL INSTRUCTIONS TO OFFERORS.....	3
2.1	ISSUING OFFICE	3
2.2	PRE-PROPOSAL CONFERENCE.....	3
2.3	QUESTIONS	3
2.4	SITE VISIT.....	4
2.5	PROPOSAL CHANGES OR MODIFICATIONS	4
2.6	CLOSING DATE.....	4
2.7	TAXPAYER ID NUMBER AND CERTIFICATION – W9 FORM.....	4
2.8	CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION	4
2.9	VIRGINIA STATE CORPORATION COMMISSION REGISTRATION	4
2.10	VIRGINIA STATE BOARD OF CONTRACTORS LICENSE	5
2.11	SUBMITTAL OF PROPOSAL.....	5
2.12	EVALUATION	6
2.13	PREPARATION GUIDELINES	7
2.14	ALTERNATES / EXCEPTIONS.....	8
2.15	EMPLOYMENT OF UNAUTHORIZED ALIENS	8
2.16	AWARD	8
2.17	PROTEST OF AWARD OR DECISION TO AWARD.....	8
3.	GENERAL TERMS AND CONDITIONS.....	9
3.1	ANTI-COLLUSION CLAUSE.....	9
3.2	PROPRIETARY INFORMATION / DISCLOSURE	9
3.3	EXAMINATION	9
3.4	CONDITIONS OF WORK	10
3.5	PRESENTATION / DEMONSTRATION.....	10
3.6	ANTI-TRUST	10
3.7	DISPOSITION OF PROPOSALS.....	10
3.8	INTERIM AGREEMENT	10
4.	CONTRACTOR BACKGROUND CERTIFICATION FORM.....	11
5.	REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – SUBSITUTE FOR FORM W-9	11

VIRGINIA BEACH CITY PUBLIC SCHOOLS

Request for Proposal # 5083

1. PURPOSE

The School Board of the City of Virginia Beach also known as the Virginia Beach City Public Schools (hereinafter referred to as VBCPS) requests proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror or Contractor) to provide **PPEA Request for Detailed Proposals for the Replacement of Three (3) Schools**. This assistance shall include, but is not limited to; the requirements of the subject project and timely reporting of information as requested by VBCPS.

VBCPS invites any qualified Offeror to submit a proposal. Offerors responding to this request must be responsible, regularly and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work.

2. SPECIAL INSTRUCTIONS TO OFFERORS

2.1 ISSUING OFFICE

Wherever used in this RFP, the Issuing Office shall be:

Virginia Beach City Public Schools
Office of Purchasing Services, Room 210
David A. Sandloop, MPA, CPPO, CPPB David.Sandloop@vbschools.com
2512 George Mason Drive
Virginia Beach, Virginia 23456
Telephone: (757) 263-1175

2.2 PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will be held on **February 24, 2022 at 10 AM via ZOOM**, to clarify and answer any questions regarding the proposal. Any changes determined necessary as a result of this conference or any other information, which may affect the responses to the proposal, will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is strongly advised. After the pre-proposal meeting, please direct all questions by e-mail to the Issuing Office. The ZOOM meeting information is as follows:

Topic: PPEA #5083 Pre-Proposal Meeting

Time: Feb 24, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85609550830?pwd=czVJZXMrAjNmWXN1bDNSL0ZPczdlZz09>

Meeting ID: 856 0955 0830

Passcode: u20STb

2.3 QUESTIONS

Submit questions about the specifications by e-mail to the Procurement Specialist identified in Section 2.1 not less than five (5) working days prior to the closing date of the Request for Proposal. No phone calls will be answered due to office closures.

Necessary replies will be issued to all Offerors of record as addenda, which will become part of the contract documents. Oral instructions do not form a part of the proposal documents.

Offeror is encouraged to check with the Demandstar.com or the Issuing Office within 48 hours prior to proposal closing to secure any addenda affecting bidding.

2.4 SITE VISIT

To view the work site, contact should be made with the Issuing Office.

A site visit prior to offer submission is recommended to determine the scope of work, measurements, material quantities, sizes, and site conditions that will affect work, which is the **SOLE** responsibility of the Offeror. Offeror should acquaint themselves with job conditions by site review. Failure to do so will not relieve the Offeror of the obligation to furnish all services necessary to carry out the provisions of the Contract. VBCPS reserves the right to set up a site visit or visits with any and/or all Offerors at any time during the evaluation process. **Should questions arise as a result of the Site Visit, those questions should be directed to the Issuing Office**

2.5 PROPOSAL CHANGES OR MODIFICATIONS

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda on the cover page of this RFP. Oral modifications shall not form a part of the RFP documents. This proposal and any addenda shall be incorporated, by reference, into any resulting contract.

2.6 CLOSING DATE

Upon closing no information will be provided nor are the proposals open to the public at this time. Public Posting will then be in accordance with VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects, Section II/E.

2.7 TAXPAYER ID NUMBER AND CERTIFICATION – W9 FORM

Submit with your Offer the attached **REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION – W9 FORM**.

2.8 CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

All Offerors are required to fill out and submit with their offer the attached **CONTRACTOR BACKGROUND CERTIFICATION form**. **Failure to complete and submit this certification accurately may disqualify your offer from consideration for award.**

2.9 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION

In accordance with Virginia Code §2.2-4311.2 (effective July 1, 2010), as amended, the Contractor will provide evidence that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. If Contractor is exempt from the provisions of this section, Contractor will provide the basis of such exemption. The Contractor

shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term of this Contract. The Procuring Party may void the Contract if Contractor fails to remain in compliance with this provision. Submit a copy of your SCC registration with your response.

2.10 VIRGINIA STATE BOARD OF CONTRACTORS LICENSE

If the Offeror is required to be licensed by the Virginia State Board of Contractors in accordance with the, Code of Virginia, Title 54, submit a copy of your Virginia State Contractors License with your response.

2.11 SUBMITTAL OF PROPOSAL

Offerors shall submit one (1) original and ten (10) physical/hard copies along with providing an electronic copy of their proposal to the Issuing Office. VBCPS will request the electronic copy (ADA Complaint) after the closing date/time.

All proposals shall be accepted by the due date/time noted on the title page. Proposals received after the closing date/time shall not be accepted.

Proposals received by email, telephone, or facsimile machine will not be accepted. The physical/hard originals and copies shall be physically delivered to the address noted in Section 2.1 above.

It is the responsibility of the Offeror to ensure that their proposal is received in the Issuing Office by the due time/date.

All responses must include an RFP cover sheet. The cover sheet should include the names, addresses, and telephone numbers for the Offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office, and members of the Offerors proposal team.

Offerors may recite the contents of the RFP in their proposal. However, in the event there is a discrepancy between the RFP (including subsequent addenda) and the RFP language included in Offerors proposal, the language of the RFP and its addenda shall prevail.

Offeror shall submit the following documents / information:

- Cover page of RFP with an original signature of an **agent authorized to bind the company**, title and all requested information
- Acknowledgment of any addenda
- Statement setting forth the basis for protection of proprietary information, if any, as detailed in the **Disclosure** section.
- Proposal as requested
- W-9 Information (form attached)
- Contractor/Employee Background Certification (form attached)
- Virginia State Board of Contractors License (if required)
- Virginia State Corporation Commission Registration (if required)

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

Special Note: Please see Attachment B for CDC COVID-19 Guidelines to be observed by Successful Offeror

2.12 EVALUATION

After the proposal closing, VBCPS will select, for further consideration, and in accordance with VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects, Section II/D, the Offeror(s) deemed to be fully qualified and best suited to advance to the Negotiation Stage, VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects, Section II/E. Evaluation criteria is as follows:

Qualifications and Experience: 30%

- Organizational Structure / Team
- Similar Project Experience / Past Performance
- Key Personnel
- Financial Condition

Project Financing: 30%

- Cost Estimate - Core
- Cost Estimate - Alternates
- Cost Estimate - Projected Savings
- Financial Plan – Base (To include updated proposed CIP funding as shown in Attachment C)
- Financial Plan - Optional/Third Party Financer Quas
- Risk Management
- Public Resources, Amounts, & Conditions
- Tax Exempt Financing
- Performance / Completion Guarantees

Project Characteristics: 30%

- Management Approach
- Project Description / Plans - School Program
- Project Description / Plans - Construct / Feasibility
- Project Description / Plans - Alternates
- Project Description / Plans - Application of Standards
- Project Description / Plans - Sustainability
- Social, Economic, Environmental Impacts
- Property Acquisition Requirements
- Schedule/Risk Allocation for Late Completion
- Assumptions and Contingencies
- Proposed Phasing
- Accommodations for Students during Construction (Swing Space)
- Operations, Maintenance, & Lifecycle Cost of Project

Other Factors: 10%

- SWAM
- Employ of Local Contractors
- Added Amenities

Based on the initial evaluation, VBCPS may request the selected Offerors to make oral presentations. Thereafter, VBCPS will conduct negotiations with each of the selected Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the Offeror to a contract. After negotiations are completed, VBCPS will select the Offeror who, in VBCPS opinion, has made the best proposal and shall award the contract to that Offeror. Should VBCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. VBCPS is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

2.13 PREPARATION GUIDELINES

In order to be considered for selection, Offerors must submit a complete response to this RFP addressing the Statement of Needs. Offerors should respond to the specifications or propose alternative methods and steps to achieve the intended product. A time frame for implementation of the services and any conditional aspects should be explained. To adequately evaluate the proposals according to the above criteria, all Offerors shall use the following format:

- A. Qualifications and Experience (300 points): Offeror shall provide a description of the qualifications and experience of the organization and persons that will be responsible for performance of the service. Such description shall, at a minimum, include:
- Background information about the organization-e.g., philosophy, ownership, officers, and directors, Offerors management structure, organization chart of the firm, project team, etc.
 - Company's financial condition. Provide supporting documentation of the Offerors current financial condition and annual reports for the past three (3) years. If the company is privately held, supply sufficient information to document the company's financial status and capability to perform under this contract.
 - One page resume and qualifications of the key persons assigned to the project.
 - Upon award of the contract, the Successful Offeror shall provide VBCPS with a list of their key personnel including office, home, pager, and cellular phone numbers so that VBCPS can make emergency contact with the firm if necessary.

Offeror shall provide a concise description of its work experience as related to the specifications outlined herein. Said description should include, but not be limited to, number and types of customers Offeror has served, number of years the Offeror has been providing these types of services, references and other documentation to verify experience.

Governmental/School experience is preferred. A minimum of five (5) and a maximum of ten (10) references will be provided. For each reference, the name, address, and phone number along with the name of a contact person shall be given.

- B. Project Financing (300 points): The Offeror shall provide evidence that the firm has thoroughly considered the project's financing by providing:
- Cost estimates for the Core, Alternatives, & Projected Savings.
 - Financial Plans for the Base (Includes Updated Proposed CIP Funding (Attachment C)), & Optional/Third Party Financer Qualls.
 - Risk Management.
 - Public Resources, Amounts, & Conditions.
 - Tax Exempt Financing.
 - Performance/Completion Guarantees.
- C. Project Characteristics (300 points): Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide:
- Offerors understanding of the service to be provided, i.e. management approach.
 - Social, Economic, and Environmental impacts.
 - Property acquisition requirements.
 - Project plans
 - Schedule/Risk allocation for late completion.
 - Assumptions and Contingencies.
 - Proposed phasing.
 - Accommodations for students during construction (swing space).

- Operations, Maintenance, & Lifecycle Cost of the project.

D. Other Factors (100 points): Offeror shall indicate usage of SWAM and local businesses/contractors. In addition, Offeror can provide any additional amenities to the buildings. If Offeror intends to subcontract any part of the work under this contract, indicate which parts and which Subcontractors.

REMINDER: Offerors will be evaluated based on the above areas and should address each of the above areas fully and should not necessarily limit responses only to the points stated.

2.14 ALTERNATES / EXCEPTIONS

The Offeror has the option to propose alternate solutions as it relates to the Statement of Needs.

The Offeror has the option to take exceptions to this RFP. For each exception, specify the RFP page number, section number, and the exception taken.

Alternatives and/or exceptions will be considered during evaluation. If Offeror is selected for further evaluation, alternatives and/or exceptions will be subject to negotiations.

2.15 EMPLOYMENT OF UNAUTHORIZED ALIENS

Offeror agrees that it does not currently, and shall not during the performance of this contract, if awarded, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.”

2.16 AWARD

Proposals will be evaluated and an award will be made to the Offeror who best meets the qualifications set forth in the RFP in accordance with the provisions of VBCPS Policies and Regulations and the Code of Virginia, Virginia Public Procurement Act, Sections 2.2-4303 and 2.2-4346, Competitive Negotiations, as well as VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects, Section II/D. Award of contract shall be at the sole discretion of VBCPS. Such award shall be based upon the evaluation of all requested information.

As a condition of award and before a Purchase Order or Contract is issued to your company, you must be registered in our BuySpeed System at <https://vbpurchasing.vbschools.com/bsol/login.jsp>. If your company is already a registered vendor, just verify that the information we have on file is current.

2.17 PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Purchasing no later than ten days after VBCPS has authorized execution of a comprehensive agreement, as stated in VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects Section III/A. Prior to such authorization, there is no award from which a protest may be made. It is the responsibility of the Offeror submitting the protest to ensure that it is received in VBCPS Office of Purchasing Services by the close of business (5:00 P.M. EST) on or before the final day of the ten (10) day protest period. All protest received after that time will be deemed to be late. The written protest shall include the basis for the protest and the relief sought. The Director of Purchasing shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

3. GENERAL TERMS AND CONDITIONS

3.1 ANTI-COLLUSION CLAUSE

During the preparation and submission of this proposal, the Offeror agrees as follows:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the SHERMAN ACT (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or section 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, VBCPS has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

3.2 PROPRIETARY INFORMATION / DISCLOSURE

Offerors are advised that the Code of Virginia, Virginia Public Procurement Act, Section 2.2-4342 shall govern public inspection of all records submitted by the Offeror. Such information which VBCPS reserves the right to submit to the City Attorney for concurrence of the Offerors claim that it is in fact proprietary. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act. **However, Offeror must invoke the protection of this section prior to or upon submission of the data or other materials.** Offeror must provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary. Furthermore, Offeror shall submit trade secrets or proprietary information under separate cover in a sealed envelope clearly marked **PROPRIETARY**.

Information submitted which does not meet the above requirements will be considered public information.

Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law. The School Board will not release such information unless required to do so pursuant to the Virginia Freedom of Information Act or court order. The School Board will inform the Offeror/Vendor of any request for such proprietary information and whether the School Board determines that the information should be released in accordance with the Virginia Freedom of Information Act or court order. The School Board will allow the vendor a reasonable amount of time to challenge the release of such information.

A statement by the Offeror that the entire proposal is proprietary and/or a statement that Offerors pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal, not under separate cover and labeled proprietary, shall be Public Information in accordance with state statutes.

3.3 EXAMINATION

Offeror shall carefully examine the contents of this RFP and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to note any exceptions (see **Exceptions/Alternatives** section) and to fulfill the requirements of this contract.

3.4 CONDITIONS OF WORK

Offerors shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve the Successful Offeror of the obligation to furnish all services necessary to carry out the provisions of this contract.

3.5 PRESENTATION / DEMONSTRATION

If in VBCPS opinion, presentations or demonstrations of proposals and capabilities are warranted, VBCPS will notify the appropriate Offerors. Such presentation or demonstration shall be at a VBCPS site, shall be at a date and time mutually agreed to between VBCPS and Offerors, and shall be at the Offerors expense.

3.6 ANTI-TRUST

Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

3.7 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP shall become the property of VBCPS. One (1) copy of each proposal will be retained for official files and will become a public record after award of the contract and will be open to public inspection subject to the **Disclosure** section of this RFP.

3.8 INTERIM AGREEMENT

Included as Attachment A is a draft of the Interim Agreement for the goods/services identified in the RFP. Offeror should review the contractual terms and note any exceptions to these terms in their proposal. The final Interim Agreement will be modified to include the final negotiated terms and conditions. VBCPS may go directly to negotiating a Comprehensive Agreement with a preferred Offeror, in accordance with **VBCPS Policy 3-71 Public-Private Education and Infrastructure Act Projects Section II/E**.

4. CONTRACTOR BACKGROUND CERTIFICATION FORM

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Virginia Beach City Public Schools ("VBCPS") students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Contractor represents that none of its employees who will be in the presence of VBCPS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor will obtain a Background Certification from all present and future employees and update VBCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to VBCPS on request.

Contractor's signature on this form indicates that Contractor is deemed to have provided the certification described herein.

Contractor's Signature

Printed Name

Title

Company

Business Address

Date

5. REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION –

SUBSTITUTE FOR FORM W-9

SEE NEXT 2 PAGES.

REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION
 - SUBSTITUTE FOR FORM W-9



VIRGINIA BEACH CITY PUBLIC SCHOOLS
 CHARTING THE COURSE

OBS Rev.1-31-19

Pursuant to Section 6109 of the Internal Revenue Code, you must furnish your Taxpayer Identification Number (TIN) to Virginia Beach City Public Schools. If this number is not provided, you may be subject to a 24% withholding on each payment. You must provide your TIN whether or not you are required to file a tax return. To avoid the 24% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information.

Tax Reporting Name:

(Note: Name is required above; **DO NOT** leave line blank)

Business Name: (if different from above):

Primary Address:

City

State

Zip

Country

Remit address: (if different from primary): (include City, State and Zip

NOTE: If you are a sole proprietor you may use either your SSN or EIN, as your Taxpayer Identification Number. If you are a corporation, partnership, government entity, trust or estate, tax exempt or non-profit organization you must provide an EIN as your Taxpayer Identification Number.
NOTE: Check the appropriate box below for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Organization/Entity: Check Only One:	Business Classification: Check Only One:	Business Activity: Check Only One:	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3 of IRS form W-9): Exempt payee code (if any) Exemption from FATCA reporting Code (if any) (Applies to accounts maintained outside the U.S.)
<input type="checkbox"/> Individual/Sole Proprietorship or Single-member LLC	<input type="checkbox"/> Small Business	<input type="checkbox"/> Legal Services	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Services Only	
<input type="checkbox"/> Partnership	<input type="checkbox"/> American Indian Owned	<input type="checkbox"/> Merchandise (goods) only	
<input type="checkbox"/> S Corporation	<input type="checkbox"/> African-American Owned	<input type="checkbox"/> Merchandise & Services	
<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Asian-American Owned		
<input type="checkbox"/> Limited Liability Co. (C=Corp, S= S.Corp, P=Partnership)	<input type="checkbox"/> Eskimo Owned		
<input type="checkbox"/> Government Agency	<input type="checkbox"/> Hispanic Owned		
<input type="checkbox"/> Tax Exempt or Non-Profit Organization			
<input type="checkbox"/> Trust or Estate			
<input type="checkbox"/> Nonresident Alien (See Below)			

Federal Tax Identification Number

Or

Social Security Number

--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--

CERTIFICATION: Under penalties of perjury, I certify that:

- The legal name and number shown on this confirmation letter is my correct legal name and taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U. S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS W-9 form.

Authorized Signature

Phone

Fax

Printed Name

Title

Email

Date

Virginia Beach City Public Schools * Office of Business Services (757) 263-1033

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup

withholding. The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b) (7) if the account satisfies the requirements of Section 401(f) (2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .

THEN the payment is exempt for . . .

Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of non-covered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(I)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a) (1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

THE SCHOOL BOARD OF VIRGINIA BEACH CITY PUBLIC SCHOOLS (VBCPS)

INTERIM AGREEMENT BETWEEN OWNER AND DEVELOPER

THE SCHOOL BOARD OF VIRGINIA BEACH CITY PUBLIC SCHOOLS (VBCPS)
DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

INTERIM AGREEMENT

THIS INTERIM AGREEMENT (this "Agreement"), dated as of *July ##, 2022*, (the "Effective Date"), between the **VIRGINIA BEACH CITY PUBLIC SCHOOLS**, a municipal corporation of the Commonwealth of Virginia ("VBCPS") and *TBD* a Virginia corporation, ("Developer"), recites and provides as follows:

RECITALS:

- A. On June 4, 2021 VBCPS received an unsolicited PPEA proposal from S.B. Ballard Construction Company. This proposal was accepted on August 24, 2021 and a solicitation PPEA Request for Conceptual Proposals #5083 was issued by VBCPS on October 20, 2021.
- B. On December 20, 2021, VBCPS received conceptual proposals, under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA") and VBCPS's PPEA Guidelines ("Guidelines"), pursuant to a solicitation, PPEA Request for Conceptual Proposals #5083, by VBCPS, for three replacement schools (the "Project").
- C. After a request for detailed proposals, VBCPS received detailed proposals on *TBD*, for the Project pursuant to a request by VBCPS for such proposals.
- D. The Developer *has* submitted a conceptual and a detailed proposal (collectively, the "Proposal") in response to VBCPS's requests for conceptual and detailed proposals.
- E. As permitted by the PPEA, VBCPS and the Developer now desire to enter into this Agreement to facilitate and support the efficient and comprehensive evaluation of the Project, as hereinafter more particularly set forth.

INTERIM AGREEMENT

In consideration of the premises set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VBCPS and the Developer (each, a "Party" and together, the "Parties") hereby agree as follows:

1. **Interim Agreement: Purpose.**

- a. **Interim Agreement.** This Agreement is an "interim agreement" (as that term is used under the PPEA and the Guidelines) between VBCPS and Developer in respect of the Project. Major components of the Project are outlined on the attached **Exhibit A** (unless otherwise indicated, or the context requires, each reference in this Agreement to an "**Exhibit**" or to a "**Section**" refers to an exhibit or a section of this Agreement, as applicable).

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

b. **Purpose.** This Purpose of this Agreement is to engage Developer to produce for VBCPS certain services, reports, plans, and recommendations (collectively, the "Deliverables") regarding the design and construction of the Project. The Deliverables are more specifically described in **Exhibit B-2**. The Parties anticipate that VBCPS will use all, or a portion of, the Deliverables to determine whether to approve the Project and whether to pursue a Comprehensive Agreement with the Developer pursuant to the PPEA and the Guidelines.

2. Deliverables; Schedule; Reports; Meetings; Monitoring; Finder Activities.

a. **Deliverables and Schedule.** Developer will provide to VBCPS the Deliverables in substantial compliance with the schedule set forth in **Exhibit B-3** (the "Schedule").

b. **Reports and Meetings.** Developer will deliver monthly written progress reports to VBCPS's designated project manager ("**VBCPS's Project Manager**") beginning on the 30th day of the Term and on each 30-day anniversary of that initial reporting date occurring during the Term and a final such report on the last business day of the Term. In addition to any meetings or similar conferences specified in **Exhibit B**, Developer's designees as its project managers for the Project (the "**Developer's Project Principals**"), along with its other principal development team members, consultants and subcontractors (collectively, the "**Developer's Project Team**"), as appropriate, will participate in monthly meetings with all or portions of the group VBCPS designates as its management team for the Project (the "**VBCPS's Management Team**") and its selected consultants. VBCPS's Project Manager (or that manager's designee), in consultation with the designee of Developer's Project Principals, will specify the reasonable dates and times for these meetings. VBCPS's Project Manager is authorized to cancel, or waive, any of these monthly meetings, or opt to conduct any of these meetings via telephone, video conference, or other similar means. Among any other reasonable purpose that VBCPS's Project Manager may specify reasonably in advance, the participants in the monthly meetings will review (i) the then-current status of the Deliverables; (ii) new information related to the Deliverables or the Project; and (iii) Developer's performance under this Agreement.

c. **Monitoring.** Members of VBCPS's Project Management Team are entitled to monitor any of the work undertaken by, or for, Developer under this Agreement, so long as that monitoring does not unreasonably interfere with that work, or with Contractor, or any applicable subcontractor's business.

d. Drawings and Specifications are and shall remain the property of the Owner whether the Project is constructed or not. The Architect shall furnish the Owner with one digital copy and at least one reproducible printed copy of all deliverables, including associated reports, Schematic & Construction Drawings, and Specifications. If the Owner uses the Drawings and Specifications (or any part thereof) in connection with any other project without the written verification, adaptation, and consent of the Architect, such use shall be at the Owner's sole risk and the Architect shall have no liability therefore.

3. **Developer Compensation and Reimbursements; Payments; Limitations; Audit.**

a. **Compensation.** As full and complete compensation for its production and provision of the Deliverables and its performance of any other obligations under this Agreement, VBCPS will pay to Developer the amount set forth in **Exhibit B-1** - Cost Proposal Form, as the "Pre-Development Fee". The Pre-Development Fee, and its components as listed in **Exhibit B-1** and further described in **Exhibit B-2**, are subject to adjustment by amendment to this Agreement if material changes in the Project Components, schedule, or other details of Project Design are required by VBCPS.

b. **Payments.** Developer will present an invoice to VBCPS monthly, and will invoice VBCPS according to the percentage completion of each Task listed on **Exhibit B-1**. Payment to be made in full within thirty (30) days of VBCPS's receipt of each monthly invoice so long as the Developer is in substantial compliance with all the terms of this Agreement.

c. **Limitations.** VBCPS's aggregate total liability to compensate and reimburse Developer in connection with this Agreement (whether as part of the Pre-Development Fee, as Compensable Cost, or otherwise) will not exceed \$ *amount TBD*, unless this Agreement is amended in accordance with paragraph 4.a above. Moreover, no travel, lodging or meal expenses associated with the Deliverables, nor any fines or similar penalties, associated with Developer's performance under this Agreement, and no costs or expenses associated with the negotiation or execution of this Agreement, nor any costs or expenses associated with the negotiation or execution of any Comprehensive Agreement, will be reimbursable as Compensable Costs. The Compensable Costs shall be limited to costs and expenses incurred in connection with the Deliverables and not costs and expenses previously incurred by Developer in connection with the Proposal or other actions taken prior to *date TBD*.

d. **Audit.** During the Term, and for a period not less than five years after the last payment is made to Developer under this Agreement, or the last day of the Term, whichever is later, Developer will keep and maintain complete and accurate records, books of account, reports and other data (the "**Books and Records**") pertaining to its performance, and the computation of compensation and reimbursements payable to Developer, under this Agreement. Upon reasonable notice from VBCPS, the Developer will make the Books and Records available during normal business hours for inspection and audit by VBCPS and its designee, which may include VBCPS and any other governmental entity providing funding in connection with VBCPS's possible participation in the Project. VBCPS will be entitled to copy all or any part of the Books and Records.

4. **Project Approval: Possible Comprehensive Agreement.**

a. **Approval Status.** VBCPS has included the related replacement school projects as part of its Capital Improvement Program. Accordingly, this Agreement is not, and is not intended to be, evidence of any such approval, or a promise or assurance that VBCPS will approve the Project, or that VBCPS will approve Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party, will be approved as the Project developer. Moreover, VBCPS is not obligated, and will not be

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

obligated, to provide such approval, or to enter into a Comprehensive Agreement (as that term is used under the PPEA and the Guidelines), another interim agreement, a partnership or joint venture agreement, or any other form of contract, arrangement or relationship with Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party with respect to the Project (or any other project), the Project developer, or for any other purpose. Developer has submitted the Proposal, has entered into the engagement evidenced by this Agreement, and will contribute to the evaluation process of the Project at its own risk and cost, except for its rights to compensation expressly set out in this Agreement. Moreover, should further negotiations in respect of the Project, or the Project developer (including any as to an amendment of this Agreement, or as to any possible Comprehensive Agreement for the Proposed Project) occur involving VBCPS, or any representative of VBCPS, or the School Board of VBCPS and Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party, VBCPS is not, and will not be, obligated to complete or continue those negotiations, and VBCPS may terminate any of those negotiations, as well as its evaluation of the Project, for any reason, or for no reason, in its sole discretion without liability, except for compensation expressly provided under this Agreement that may have been earned, and therefore due and payable, on or before such termination. The approval of the Project, any Project developer, and any further contract, arrangement or relationship as to the Project, requires approvals from the School Board of Virginia Beach City Public Schools and the City of Virginia Beach.

b. **Possible Comprehensive Agreement**. That approval status described in **Section 5(a)** notwithstanding, during the Term, VBCPS (in its sole discretion) may determine that it is appropriate to attempt to negotiate the form of a Comprehensive Agreement with Developer (or a Developer-designated affiliate or other Developer-designated party) that is acceptable to VBCPS and the applicable party. If VBCPS so determines, VBCPS and that applicable party (to the extent not anticipated by the then-existing Schedule) will formulate a negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timetable.

5. **Term/Expiration/Termination of Term**.

The term of this Agreement (the "Term") becomes effective as of the Effective Date and continues in effect so long as Developer and VBCPS are continuing negotiations and the work contemplated by this Agreement is in progress. Expiration/Termination shall be as follows:

a. This Agreement will automatically end upon the earliest of: (i) execution of a Comprehensive Agreement, or another interim agreement, in respect of the Project; (ii) the 5th business day after the date that either Party receives notice from the other that the Party giving notice does not intend to approve, or proceed with development of, the Project, or that it does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) the expiration of the Term. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, all Deliverables then made or in production,

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

including any work product, plans, projections, design concepts and other items delivered or due to be delivered to VBCPS on or before the date of termination, or expiration, will become the property of VBCPS upon delivery, the date of the termination, or the date of expiration of the Term, whichever is earlier; provided that VBCPS has paid to Developer all sums which are due and payable to Developer as required by the terms of this Agreement.

b. Upon expiration of this Agreement for any reason other than Developer's default declared in accordance with section 13 below, VBCPS shall pay Developer for all completed or partially completed Tasks, according to the Fee for each Task in **Exhibit B-1**.

6. Designated Project Personnel.

a. **Developer.** Developer's Project Principals, and the members of Developer's Project Team are all listed on **Exhibit C-1**. While this Agreement is in effect, Developer will cause each of Developer's Project Principals to devote sufficient time and attention to directing and overseeing Developer's performance under this Agreement, participate in all meetings and conferences specified in the Schedule or required under this Agreement, and to interact with members of VBCPS's Project Management Team and VBCPS's consultants and representatives for purposes of this Agreement. Developer may change the composition of Developer's Project Principals only upon receiving the prior consent of VBCPS, which will not be unreasonably withheld.

b. **VBCPS.** VBCPS's Project Manager and the members of VBCPS's Project Management Team are all listed on **Exhibit C-2**. While this Agreement is in effect, VBCPS will cause all VBCPS's Project Management Team to devote sufficient time and attention to directing and overseeing VBCPS's performance under this Agreement, and to interact with members of Developer's Project Principals for purposes of this Agreement.

7. **Accuracy of Proposal; Representation & Warranties.** Developer represents and warrants to VBCPS that (i) to the best of Developer's knowledge and belief as of the date of this Agreement all factual statements made in Developer's submissions to VBCPS evidencing the Project (including those pertaining to prior experience and expertise) are true, accurate, and not misleading in any material respects, (ii) Developer has the expertise and capacities to produce and provide the Deliverables and to perform its other obligations under this Agreement, (iii) the data and other information contained within the Deliverables will be accurate and complete and its use for the purposes of this Agreement will not violate any law, or infringe or violate any property right, and (iv) Developer has full power and authority to enter into this Agreement, and the person[s] signing this Agreement on behalf of Developer has full power and authority to bind Developer under this Agreement.

8. **Indemnification.** Developer will indemnify VBCPS (and the members of its board and its officers, employees and authorized representatives) from and against any loss, damage, expense, liability and expense (including reasonable attorneys' fees) arising from (i) bodily injury or property damage to the extent caused by the negligent or wrongful act, error, or omission of Developer, any member of Developer's Project Team, or any of Developer's or any of Developer's Project Team's employees, officers, contractors, agents or others for which Developer is legally responsible or who were otherwise acting on Developer's behalf, or (ii) the claims of third parties to the extent caused by the Developer's failure to perform its obligations, or its breach of any representation or warranty made, under this Agreement, provided in each case that the applicable claim is presented within two

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

(2) years after the expiration or earlier termination of the Term. This indemnification provision (y) will survive the expiration of the Term or its earlier termination, and (z) is not, and is not to be construed as, a limitation of liability.

9. **Independent Contractors.** Developer, each of Developer's Project Team, and Operator are each independent contractors for all purposes of this Agreement. Neither Developer, each of Developer's Project Team, Operator, nor any of their employees, agents, subsidiaries or subcontractors is an employee, servant, agent, partner, or joint venturer of, or with, VBCPS by reason of this Agreement, or any other reason. Neither VBCPS, nor any of its employees, agents, or subcontractors is an employee, servant, agent, partner or joint venturer of, or with, Developer by reason of this Agreement.

10. **No Liability of Officials, Employees or Agents.** No director, officer, official, employee, agent or representative of VBCPS is, or will be, personally liable to Developer any of Developer's Project Team, or any successor in interest of any of them, as a consequence of any default or breach by VBCPS for any sum that may become due to Developer, any of the Developer Project Team, or any successor in interest of any of them, or on any obligation incurred under this Agreement. No officer, official, employee, agent or representative of Developer or Developer's Project Team will be personally liable to VBCPS, or any successor in interest, as a consequence of any default or breach by Developer or Developer's Project Team for any amount which may become due to VBCPS or any successor in interest, or on any obligation incurred under this Agreement.

11. **Insurance.**

a. **Coverages.** Developer, at its expense and not as a Compensable Cost, must carry the following insurance coverages: Workers' compensation insurance, commercial general liability insurance (on an occurrence basis), automobile liability insurance for any automobile owned or hired, and umbrella/excess liability insurance. The commercial general liability policy must be for a combined single limit for personal injury and property damage of not less than \$1,000,000, and must provide coverage, at a minimum, for (i) broad form contractual liability specifically covering this Agreement, (ii) products liability and completed operations, and (iii) broad form property damage coverage. The automobile liability policy must a combined single limit policy for bodily injury and property damage of not less than \$1,000,000). The umbrella/excess liability policy must be for a maximum single limit of \$25,000,000) for supplementing the commercial general liability policy, workers' compensation and automobile liability policy. Workers' compensation coverage must conform to statutory requirements.

b. **Insurers: Insureds: Certificates.** Developer's insurance policies required under this Agreement must be issued by companies authorized to do insurance business in the Commonwealth of Virginia and reasonably acceptable to VBCPS. Those policies must be primary and non-contributory with any other insurance coverage or self insurance carried by VBCPS with respect to any claims arising out of or in connection with this Agreement. The commercial general liability, automobile liability, and umbrella/excess liability insurance policies must name VBCPS, its officers, employees and agents as additional insureds. Upon the Effective Date, and as may be reasonably required by VBCPS during the Term, Developer must furnish certificates of insurance evidencing the required coverages. All insurance policies shall be in form, amounts and with such companies as are reasonably acceptable to VBCPS, provided, however, each applicable insurer must have a Best's Insurance Rating of not less than "A-".

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

c. **Insurance Related Covenants.** Developer must (i) notify VBCPS promptly after Developer learns of any loss, damage or injury related to or in connection with the Project or the performance or non-performance of under this Agreement; (ii) notify any applicable insurance carrier in compliance with the policy terms, (iii) take no action (such as admission of liability) that might bar VBCPS from obtaining any protection afforded by any policy VBCPS may hold, or that might prejudice VBCPS in its defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance; and (iv) aid and cooperate with VBCPS in every reasonable respect with respect to such insurance and any covered loss.

d. **Minimum Requirements.** The required insurance coverages specified in this provision are minimum insurance coverages and coverage amounts, and those specifications are only for the purposes of this Agreement. VBCPS has not assessed the risk to which Developer may be exposed, or the liability Developer may incur, in connection with this Agreement, nor has VBCPS represented in any fashion that such coverages or coverage amounts are prudent or otherwise sufficient to protect Developer's interests.

12. **Default; Remedies; Limitations.**

a. **Default.** If a Party fails to perform any of its obligations under this Agreement (a "Default"), the other Party is entitled to give notice to the defaulting Party, which must specify the Default and demand of performance. The defaulting Party must cure the specified Default within ten (10) calendar days after it receives the notice of Default.

b. **Remedies.** If the defaulting Party does not cure the Default within that 10-day period, the non-defaulting Party will be entitled to (i) terminate this Agreement immediately by giving notice of termination to the defaulting Party and (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement.

c. **Limitations.** Notwithstanding anything in this Agreement, neither VBCPS nor Developer will be liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

13. **Notices.** To be effective, each notice, consent, approval, waiver, or similar communication or action required or permitted to be given under this Agreement (a "Notice") must be in writing and must be delivered either by private messenger service (including a nationally **recognized** overnight courier), or by USPS mail, addressed as provided in this provision. Each Notice will be considered given on the date it is provided to the applicable messenger, or to the USPS, as the case may be, and will be considered received on the date actually received, unless delivery is evaded, in which case, the date delivery is attempted will be considered the date the Notice is received. Each address set forth in this provision will continue in effect for all purposes under this Agreement unless a Party replaces its address information by appropriate new information by a Notice to the other Parties in compliance with this provision:

To VBCPS: David Sandloop
Virginia Beach City Public Schools

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

Office of Purchasing Services, Room 210
2512 George Mason Drive
Virginia Beach, Virginia 23456

Telephone: (757) 263-1175
Email: David.Sandloop@vbschools.com

To Developer: *TBD*

14. **Various Contract Matters.**

a. **Governing Law; Binding Contract; Waiver.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. This Agreement is binding upon, and inures to, the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not, and is not to be construed as, a waiver or relinquishment of that Party's right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

b. **No Third Party Beneficiary or Other Similar Rights.** There are no third-party beneficiaries to this Agreement. Accordingly, no third-party is entitled to make any claim under this Agreement for failure to perform or other breach under this Agreement. Only the Parties (and their respective permitted successors and permitted assigns) are entitled to rely upon the provisions of this Agreement.

c. **Compliance with Laws.** Developer must comply, and must cause Developer Project Team, Developer's agents and subcontractors to comply, with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of its obligations under this Agreement.

d. **Prior Agreements and Discussions.** Any agreements (whether in writing or oral) between VBCPS and Developer existing before or contemporaneously with this Agreement relating to the Project (or any prior versions of the Project) are superseded by this Agreement. All prior discussions and negotiations as to the Project (or any prior versions of this project) are merged into this Agreement. The submission of any unexecuted copy of this Agreement does not constitute an offer to be legally bound by the provisions of the document submitted; and no Party will be bound by this Agreement until it is approved, executed and delivered on behalf of by both of the Parties.

e. **Assignment.** Developer is not entitled to assign its rights, nor delegate its

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

duties, under this Agreement without the prior consent of VBCPS, which consent VBCPS may be withheld in its sole discretion.

f. **Entire Agreement; Amendment; Counterparts.** This Agreement constitutes the entire agreement of the Parties as to the Project. This Agreement may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed in any number of counterparts, and, so long as each Party signs at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.

g. **Rules of Usage and Interpretation.** The captions in this Agreement are for convenience only and are not to be used in its interpretation. This Agreement shall not be construed against one Party, or the other Party, on the basis that its counsel drafted it or participated in its drafting. The words "include," "including," or words to similar purport are not to be construed to be words of limitation. References to a Party means and includes that Party and its permitted successors and permitted assigns.

h. **Venue.** Any legal action, equitable cause, or other judicial proceeding with respect to this Agreement must be brought in the courts of the Commonwealth of Virginia in VBCPS of Virginia Beach, or of the United States of America for the Eastern District of Virginia (Norfolk Division) and in no other courts. By signing this Agreement, each Party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts.

[Signatures on next page.]

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

In witness whereof, the Developer, has caused this Interim Agreement to be executed in its corporate name and on its behalf by its Authorized President.

-

CORPORATE NAME

BY: _____
PRESIDENT

(SEAL)
Attest:

CORPORATE SECRETARY

STATE OF _____

VBCPS/COUNTY OF _____ to-wit:

The foregoing Contract was acknowledge before me this ____ day of _____, 2022 by _____, Authorized President and _____, Corporate Secretary of _____, on its behalf. He/She/They is/are personally known to me or has/have produced a _____ as identification.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC (Notary # _____)

My Commission Expires:

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

In witness whereof, The School Board of VBCPS of Virginia Beach has caused this Agreement to be executed in its corporate name and on its behalf by its Superintendent and its Seal to be hereunto affixed and attested by its School Board Clerk.

APPROVED AS TO CONTENT

DAVID SANDLOOP, PROCUREMENT SPECIALIST, PURCHASING SERVICES

APPROVED AS TO AVAILABILITY OF FUNDS

DANIEL G. HOPKINS, DIRECTOR, OFFICE OF BUSINESS SERVICES_

APPROVED AS TO LEGAL SUFFICIENCY

LAW DEPARTMENT

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

SCHOOL BOARD OF VBCPS OF VIRGINIA BEACH

By: _____
Aaron C. Spence, Ed.D., Superintendent

STATE OF VIRGINIA
VBCPS OF VIRGINIA BEACH, to wit:

I,a Notary Public in and for VBCPS and State aforesaid, do hereby certify that Aaron C. Spence, Ed.D., Superintendent, Pursuant to School Board Policy 3-90, of the School Board Policy, whose name is signed to the foregoing writing, bearing date the *TBD*th day of *TBD*, has acknowledged the same before me in my VBCPS and State aforesaid this _____ day of _____, 2021. He is personally known to me.

NOTARY PUBLIC (Notary #193826)

My Commission Expires: *###/###/###*

(SEAL)
Attest:

Regina M. Toneatto, Clerk of School Board

STATE OF VIRGINIA
VBCPS OF VIRGINIA BEACH, to wit:

I,, a Notary Public in and for VBCPS and State aforesaid, do hereby certify that Regina M. Toneatto, Clerk of the School Board of VBCPS of Virginia Beach, whose name is signed to the foregoing writing, bearing date the *TBD*th day of *TBD*, has acknowledged before me this ____ day of _____, 2021. She is personally known to me.

NOTARY PUBLIC (Notary #193826)

My Commission Expires: *###/###/###*

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

DEVELOPER BACKGROUND CERTIFICATION

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Developer certifies that neither the Developer nor the Developer’s employees, agents, subcontractors or subcontractors’ employees who will have direct contact with Virginia Beach VBCPS Public Schools (“VBCPS”) students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Developer may require the above listed individuals to personally certify this information, but the Developer will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Developer has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Developer certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors’ employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Developer represents that none of its employees who will be in the presence of VBCPS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Developer will obtain a Background Certification from all present and future employees and update VBCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- Developer has established a process to maintain compliance with the terms set forth in this Developer Background Certification and will provide verification to VBCPS on request.

Developer’s signature on this form indicates that Developer is deemed to have provided the certification described herein.

Developer’s Signature

Printed Name

Title

Company

Business Address

Date

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit A – Major Components of Project

Princess Anne High School Replacement

- CIP 1-015
- Optimal Capacity: 1800 students
- New School Planning Size: +/-330,000 sf
- Team Sport Buildings: +/-12,000 SF

Program Assumptions

- Comprehensive high school including NJROTC Program and the International Baccalaureate (IB) Program
- Program also includes replacement of the Special Education Center (West Wing/Round Building) which supports division wide programs. PAHS West Building has students served in adapted academic foundations (AAF) and functional academic foundations (FAF) classes.

Swing Space

- The “old” Kellam High School, Holland Road Annex, (2323 Holland Road) will be used as swing space for Princess Anne High School staff/students during construction. Minor renovations will be required at the designated swing space facility. Included in these renovations will be improvements to temporarily accommodate the Special Education Center housed in the West Wing/Round Building, IB Academy, and NJROTC. Additionally, lighting will need to be provided for the stadium field along with a new synthetic turf field.

Bayside High School Replacement

- CIP 1-029
- Optimal Capacity: 1900 students
- New School Planning Size: +/-325,000 sf
- Team Sport Buildings: +/-12,000 SF

Program Assumptions

- Comprehensive high school including the Health Sciences Academy. The existing Bayside H.S. facility houses four dedicated science labs that are used as medical science classes in support of the Health Sciences Academy.
- The new Bayside High School design should be developed as a “prototype” plan for future use when VBCPS replaces First Colonial, Kempsville and Green Run High Schools.

Swing Space

- The “old” Kellam High School, Holland Road Annex, (2323 Holland Road) will be used as swing space for Bayside High School staff/students during construction. Minor renovations will be required at the designated swing space facility. Included in these renovations will be improvements to temporarily accommodate the Health Sciences Academy. Additionally, lighting will need to be provided for the stadium field along with a new synthetic turf field.

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

Bettie F. Williams/Bayside 6th Grade Replacement

- CIP-1-028
- Optimal Capacity: 950 students
- New School Planning Size: +/-145,000 sf

Program Assumptions

- Combines Bettie F. Williams (4th and 5th grades) students with the Bayside 6th grade campus students who are currently housed in the original Aragona Elementary School Building.

Swing Space

- It is anticipated that the new school will be built on the same site adjacent to the existing Bettie F. Williams School, where staff/students will remain while the new building is built. Staff/students from the Bayside 6th grade campus (original Aragona) will also remain in their building while the new building is built. The balance of the site work for the new school will be done as part of the demolition of the existing Bettie F. Williams school after staff/students move into the new school. The project should also include demolition of the original Aragona Elementary School building after staff/students move into the new school. After demolition of older buildings, site improvements shall be completed to include sports facilities, trails, or grass & seed where no programmed space is planned.

Sustainability Requirements

- Building shall achieve LEED Silver certification at a minimum.
- Building shall incorporate rainwater harvesting. Roof rainwater harvesting for toilet flushing and potentially irrigation of play fields.
- Building shall incorporate daylight harvesting.
- Building shall incorporate geothermal heating and cooling.
- Building shall incorporate vegetated roof area(s) with accompanying patios.
- Site shall retain stormwater during a 10-year rain event at a minimum.
- Site shall incorporate a greenhouse with water and power and raised bed gardens.

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit B-1 – Cost Proposal Form

Div/Item	Description	Total
Interim Agreement		
Project Planning Requirements		
	- Surveying	<i>\$ TBD.</i>
	- Review Fees and Permitting	<i>\$ TBD.</i>
	- Site and Environmental Analysis	<i>\$ TBD.</i>
	- Site Plan Options and Building Options - Concept Designs and Analysis (Minimum of Three per Replacement Project)	<i>\$ TBD.</i>
	- Final Schematic Design with Planning & Program Scope Requirements Summary Report including Educational Specifications	<i>\$ TBD.</i>
Preliminary Site Work		
	- Geotechnical Investigation and Report	<i>\$ TBD.</i>
	- Preconstruction Services	<i>\$ TBD.</i>
15% Design and Engineering		
	- Initial 15% Design and Engineering Documents	<i>\$ TBD.</i>
	- Final 15% Design and Engineering Documents with Total Project Schedule and Final Planning and Development Reports and Programming	<i>\$ TBD.</i>
Deliverable for Comprehensive Agreement		
	- Offer of Guaranteed Maximum Price	<i>\$ TBD.</i>
Allowances		
	- Allowances	<i>\$ TBD.</i>
TOTAL		<i>\$ TBD.</i>

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit B-2 – List of Deliverables

List of Deliverables
SCHEMATIC DESIGN PHASE
Site Survey
Geotechnical Report
Environmental Analysis
Preliminary Schematic Design
Summary Report Based on Public Input Options / Charettes
Conceptual Site Plan Options & Building Options with Cost Evaluations (Minimum of Three per Replacement Project)
Planning & Program Scope Requirements Summary Report including Educational Specifications
Final Schematic Design
DESIGN DEVELOPMENT PHASE
Initial 15% Design & Engineering
Utilities Coordination Reports and Analysis
Educational Programming
Food Services Programming
LEED Project Components
Net Zero Analysis
Landscape and Open Space Plans
Traffic Studies
Sports Programming
Final 15% Design & Engineering
Offer of Guaranteed Maximum Price
Total Project Schedule

Exhibit B-2 Deliverables/Criteria Clarifications

All deliverables should be provided in both print and electronic format.

Conceptual Site Plan Options & Building Options with Cost Evaluations

The Developer shall prepare a minimum of three different conceptual site plans for the Project, for each of the 3 school replacement projects. Each site plan shall show building orientation for that particular site as well as impacts to existing utilities (water, sewer, stormwater, natural gas, electrical, etc.). Each building option shall show general learning areas and other educational requirement locations.

Planning & Program Scope Requirements Summary Report

The Developer shall provide a copy of the planning study report containing the VBCPS approved program requirements upon completion of the study. The planning study will be conducted with VBCPS representatives, Developer, Designers, and other essential stakeholders over the initial months of the process. For each of the three school replacements, the planning study will evaluate at least three scenarios for building programs and design

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

layouts for the building and site, detailed in the Schematic Design. The different building options will include, but not be limited to identifying layouts and capacity in terms of general building / site space for; core teaching spaces, special needs, gym / physical education, multi-purpose spaces (auditorium / schola, etc), media center, administration, and cafeteria / food service, indoor and outdoor sport facilities, parking (including bus loops and designated traffic entrances), and unique spaces at schools listed in **Exhibit A**. Each different scenario presented will show building orientation and pros / cons with programmatic costs, potential impacts to utilities (water, sewer, stormwater, natural gas, electrical, etc.), and impacts to construction scheduling. The Owner will use this deliverable to obtain a building program and site location approval from School Board and City Council. The schedule date for this deliverable is *TBD*.

Schematic Designs:

The Developer shall review the program furnished by VBCPS to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with VBCPS.

The Developer shall provide a preliminary evaluation of the Program and the Project budget requirements, each in terms of the other, for each of the three school replacements. Floor plans & site plans shall be submitted with scope and initial budget at the end of the Preliminary Schematic Design review. Floor plans, site plans, and layout modifications required by the VBCPS will be incorporated in the Final Schematic Design submission.

The Developer shall review with VBCPS alternative system approaches to design and construction of the Project. The Architect shall be prepared to discuss the probable cost ramifications with each alternative approach to determine approach for Preliminary design. Opportunities for Net Zero Energy and LEED Project Components along with other general system components should also be included.

This schedule shall include allowances for periods of time required for VBCPS's review and approval of submissions and for review and approval of authorities having jurisdiction over the Project. It is anticipated that the majority of VBCPS reviews will take place during the bi-monthly meetings, allowing the design-build to fast-track design in accordance with the provided **Exhibit B-3** Schedule, and not have to stop work during a "review period."

The Developer shall submit to VBCPS a preliminary cost estimate (based on current area, volume or other unit costs) and six sets of progress prints (shall include site plan, floor plans, and main elevations) at each submission as indicated on **Exhibit B-3**.

Cost Estimates will be provided at the following stages:

- Completion of the Preliminary Schematic Design
- Completion of the Final Schematic Design
- Completion of the Initial 15% Design & Engineering Documents
- Completion of the Final 15% Design & Engineering Documents
- Preparation of GMP

The Developer shall schedule and present their proposed design in a review meeting with the VBCPS's Team.

15% Design & Engineering Documents:

Based on the approved VBCPS's Final Schematic Design Documents the Developer shall prepare, for approval by the VBCPS, 15% Design & Engineering Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, landscape architectural, exterior renderings/elevations, civil, structural, mechanical, and electrical systems, materials, furniture and equipment, and such other elements as may be appropriate. Level of detail shall meet or exceed the level of detail provided by the *TBD* team in the Schematic Design phases.

The Developer shall research pertinent and applicable regulations and code requirements which affect this Project.

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

The Developer's design shall meet the Building Code requirements established by the authority having jurisdiction.

The Developer shall submit to VBCPS a preliminary cost estimate based on (based on current area, volume or other unit costs) and two sets of progress prints and specifications for each scenario. The Developer's design shall include the requirements established in the educational specifications provided as a supporting document to this process and any other building, or site guidelines, such as those of City of Virginia Beach Public Works.

The Developer shall schedule and present their proposed design in a review meeting with VBCPS's Team.

Site Survey

The Developer shall provide VBCPS with 2 printed copies of the site surveys for each of the project sites and one electronic copy.

Geotechnical Report

The Developer shall provide VBCPS with 2 printed copies of the completed geotechnical report and one electronic copy. The report shall include any geotechnical borings or subsurface investigation required for the Project.

Guaranteed Maximum Price for the Design Build Agreement

The Developer shall submit to VBCPS a detailed Guaranteed Maximum Price for the approved building program and location of the Project necessary to complete the Project. Design, all divisions of construction, schedule, and contingencies (both VBCPS and Developer) necessary to provide a complete Project shall be included in the Guaranteed Maximum Price. The Guaranteed Maximum Price for the Project shall be submitted to VBCPS by *TBD*.

Total Project Schedule

The Developer shall provide an accurate detailed schedule for the approved project to include for Construction Document Development, Bidding and Award, and the Construction Phases. Schedule shall include design milestones, construction milestones, major equipment installation, long lead items, substantial completion, final completion, turnover /occupancy, start of operations by the Owner, and demolition. The Total Project Schedule shall be submitted to VBCPS by *TBD*.

Allowances

Allowances are contingent services to be authorized by VBCPS should additional effort be required during the Interim Agreement.

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit B-3 – Proposed Schedule for Interim Agreement

Milestones	
Interviews & Negotiate Interim Agreement with Preferred Proposer	May – July 2022
School Board Public Hearing	July 2022
Obtain Approvals by School Board and City Council	August – Sept. 2022
Execute Interim Agreement	Sept. 2022
Planning Charette-Program Requirement/Scope Work Sessions	<i>TBD</i>
Submit Site and Building Option Pricing Summary Reports	<i>TBD</i>
Prepare Preliminary Schematic Design	<i>TBD</i>
Preliminary Schematic Review Meeting	<i>TBD</i>
Revise Preliminary Schematic Design	<i>TBD</i>
Collaboration Meeting – Initial Cost Review and Code Review	<i>TBD</i>
Prepare Final Schematic Design	<i>TBD</i>
Collaboration Meeting – Review Final Schematic Design	<i>TBD</i>
Prepare Initial 15% Design & Engineering Documents	<i>TBD</i>
Collaboration Meeting – Cost Review and Code Review for Initial 15% Design & Engineering Documents	<i>TBD</i>
Prepare Final 15% Design & Engineering Documents	<i>TBD</i>
Collaboration Meeting – Cost Review and Code Review for Final 15% Design & Engineering Documents	<i>TBD</i>
Prepare Project Schedule to Completion, including Demolition	<i>TBD</i>
GMP Pricing	<i>TBD</i>
Finalize GMP and Comprehensive Agreement	<i>TBD</i>
Obtain Approvals by School Board and City Council	Late Spring 2023

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit C-1 – Project Principals; Project Team

PROJECT PRINCIPALS

Developer – *TBD*

PROJECT TEAM

Construction Contractor	<i>TBD</i>
Architects	<i>TBD</i>
Mechanical/Electrical/Plumbing Consultant	<i>TBD</i>
Structural Consultant	<i>TBD</i>
Civil Engineer	<i>TBD</i>
Geotechnical Consultant	<i>TBD</i>
Educational Programming Consultant	<i>TBD</i>
Food Services Consultant	<i>TBD</i>
Sustainability Consultant	<i>TBD</i>
Legal	<i>TBD</i>

ATTACHMENT A – PPEA REQUEST FOR DETAILED PROPOSALS #5083

DRAFT Interim Agreement – VBCPS PPEA Request for Conceptual Proposals #5083

VBCPS PPEA #5083 Interim Agreement

Exhibit C-2 – VBCPS Management Team

VBCPS Procurement Specialist – Lead Contact	David Sandloop
VBCPS Director of Business Services	Daniel Hopkins
VBCPS Staff Architect	Donald Bahlman
VBCPS Demographer	Melisa Ingram
VBCPS Sustainability Officer	Tim Cole
VBCPS Mechanical Systems Engineer	Ryan Hersey
VBCPS Senior Executive Director of High Schools	Matthew Delaney

ATTACHMENT B – PPEA REQUEST FOR DETAILED PROPOSALS #5083
COVID-19 REQUIREMENTS

During this COVID-19 pandemic, VBCPS understands the need for vendors and contractors to continue ongoing projects in and around VBCPS buildings. Vendors and contractors permitted into VBCPS buildings and properties must take every precaution to protect personnel and property and prevent and avoid the spread of the virus. Adherence shall be expected to the following basic requirements when working in and around VBCPS property:

- Refrain from shaking hands as a greeting or other form of personal contact.
- Routinely clean with disinfectant all frequently touched surfaces (e.g., door handles, light switches, etc.) in their workspace, including the path of ingress/egress into the building.
- Practice social distancing of a minimum of 6 feet apart for individuals and no groups of employees larger than 10.
- At the completion of the project the work area must be disinfected per CDC guidelines. Reference general CDC Guidelines noted in [Coronavirus.gov](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html) and pay special attention to the guidelines under K-12 Schools (hyperlink below:

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>

- All current CDC and VDH guidelines/recommendations for COVID-19 must be followed, including wearing a face covering in settings where other social distancing measures are difficult to maintain.
- Vendor and contractor employees who exhibit symptoms of COVID-19 cannot report to work and shall not return to work and shall not return for at least 72 hours after resolution of fever (without use of fever reducing medications) and improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed since symptoms first appeared.
- Vendor and contractor employees cannot report to work for 14 days if a member of their household is in self-quarantine, ill, in the testing process, or has a positive test result. Vendors or contractors will notify the VBCPS contract administrator as soon as possible if such a situation arises.
- If a vendor or contractor employee is diagnosed with COVID-19, all co-workers who have had contact with the sick employee shall self-quarantine for 14 days before returning to work. Vendors or contractors will notify the VBCPS contract administrator, as soon as possible if such a situation arises.
- If a vendor or contractor employee has been diagnosed with COVID-19, they shall not return to work for at least 72 hours after resolution of fever (without use of fever reducing medications) and improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least 7 days have passed since symptoms first appeared.

ATTACHMENT B – PPEA REQUEST FOR DETAILED PROPOSALS #5083
COVID-19 REQUIREMENTS

- Any vendor or contractor employee who has traveled out of the country or from an area of the US listed by the CDC with COVID-19 community spread, shall remain off school division property during the recommended 14-day self-quarantine period from the date of departure from these areas.
- Vendors or contractors that have additional COVID-19 prevention guidance not covered in this document are asked to communicate that information to VBCPS.

VBCPS appreciates cooperation during this challenging time and thanks its vendors and contractors for their part in taking appropriate measures to minimize risks.

Fiscal Years FY23 through FY28 Capital Improvement Program

Project: PG601015 **Title:** Princess Anne High School Replacement **Status:** Proposed

Category: Schools **Department:** Public Education

Project Type: Rehabilitation/Replacement **Project Location:** District: Lynnhaven

Project Type: Rehabilitation/Replacement **District:** Lynnhaven

Programmed Funding

Programmed Funding	Appropriated To Date	Budgeted FY23	Non-Appropriated Programmed CIP Funding					Funding Future
			FY24	FY25	FY26	FY27	FY28	
162,650,000	89,012,277	34,050,000	28,800,000	10,787,723	-	-	-	

Description and Scope

This project is for the replacement of Princess Anne High School.

Purpose and Need

Princess Anne High School, originally built in 1954, can no longer adequately house the required instructional programs, and the facility is in need of replacement. This project will extend the useful life of the facility by 80 to 100 years.

History and Current Status

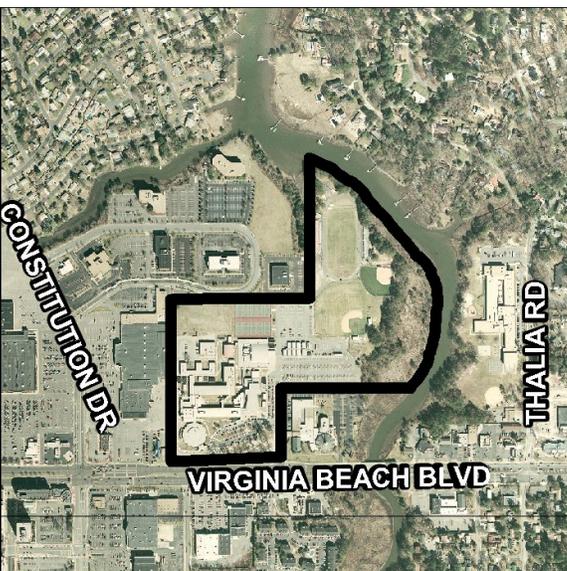
This project first appeared in the FY 2008-09 CIP. This project was unfunded and completion date delayed by the School Board on March 15, 2011. In the FY 2014-15 CIP, first year funding was shifted to FY 2019-20. In FY 2020-21, City Council appropriated \$7,053,277 of reversion funds to this project.

Operating Budget Impact Comments

Not Applicable.

	FY23	FY24	FY25	FY26	FY27	FY28
Total Operating Budget Impacts	-	-	-	-	-	-
Total FTE	-	-	-	-	-	-

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Inspections and Support	07/24 - 09/27	400,000
Design	06/22 - 09/27	10,890,000
Furniture and Fixtures	06/27 - 09/27	7,000,000
Construction	07/24 - 09/27	137,100,000
Contingencies	06/22 - 12/27	7,260,000
Total Budgetary Cost Estimate:		162,650,000

Means of Financing

Funding Subclass	Amount
Local Funding	162,650,000
Total Programmed Financing:	162,650,000
Total Non-Programmed Financing:	-
Total Funding:	162,650,000

Fiscal Years FY23 through FY28 Capital Improvement Program

Project: PG601028 **Title:** B.F. Williams Elementary/Bayside 6th (Grades 4-6) Replacement **Status:** Proposed

Category: Schools **Department:** Public Education

Project Type: Rehabilitation/Replacement **Project Location:** District: Bayside

Project Type: Rehabilitation/Replacement **District:** Bayside

Programmed Funding

Programmed Funding	Appropriated To Date	Budgeted FY23	Non-Appropriated Programmed CIP Funding					Funding Future
			FY24	FY25	FY26	FY27	FY28	
68,387,500	7,500,000	11,500,000	4,000,000	21,412,277	21,300,000	2,675,223	-	

Description and Scope

This project will fund the replacement of Bettie F. Williams Elementary School with a facility of approximately 145,000 sf that can accommodate the current 4th and 5th grade students along with the students attending the Bayside 6th Grade Campus.

Purpose and Need

Bettie F. Williams Elementary School, originally built in 1961, and the Bayside 6th Grade Campus, originally built in 1957, can no longer adequately accommodate the required instructional programs. As a result, both facilities are in need of replacement. This combined school will house grades 4 through 6 and will be built on the current Bettie F. Williams site. The new building is estimated to be 140,000 square feet.

History and Current Status

This project first appeared in the FY 2019-20 CIP. Appropriations to date reflect a transfer of \$7.5 million in FY 2020-21 reversion funds that has not yet been approved by City Council.

Operating Budget Impact Comments

This project will create savings in the Schools' operating budget.

	FY23	FY24	FY25	FY26	FY27	FY28
Total Operating Budget Impacts	-	-	-	-	-	-
Total FTE	-	-	-	-	-	-

Project Map



Schedule of Activities

Project Activities	From - To	Amount
Inspections and Support	07/25 - 09/28	300,000
Design	06/22 - 09/28	4,372,500
Furniture and Fixtures	06/28 - 09/28	2,500,000
Construction	07/25 - 09/28	58,300,000
Contingencies	06/22 - 09/28	2,915,000
Total Budgetary Cost Estimate:		68,387,500

Means of Financing

Funding Subclass	Amount
Local Funding	68,387,500
Total Programmed Financing:	68,387,500
Total Non-Programmed Financing:	-
Total Funding:	68,387,500

Fiscal Years FY23 through FY28 Capital Improvement Program

Project: PG601029 **Title:** Bayside High School Replacement **Status:** Proposed

Category: Schools **Department:** Public Education

Project Type: Rehabilitation/Replacement **Project Location:** District: Bayside

Project Type: Rehabilitation/Replacement **District:** Bayside

Programmed Funding

Programmed Funding	Appropriated To Date	Budgeted FY23	Non-Appropriated Programmed CIP Funding					Funding Future
			FY24	FY25	FY26	FY27	FY28	
197,700,000	2,000,000	13,396,675	4,500,000	4,500,000	10,500,000	26,874,777	26,825,000	109,103,548

Description and Scope

This project is for the replacement of Bayside High School.

Purpose and Need

Bayside High School, originally built in 1964, can no longer adequately house the required instructional programs, the facility is in need of replacement. This project will extend the useful life of the facility by 80 to 100 years.

History and Current Status

This project first appeared in the FY 2021-22 CIP. Appropriations to date reflect a \$2.0 million transfer of FY 2020-21 reversion funds that have not yet been approved by City Council.

Operating Budget Impact Comments

	FY23	FY24	FY25	FY26	FY27	FY28
Total Operating Budget Impacts	-	-	-	-	-	-
Total FTE	-	-	-	-	-	-

Project Map

Schedule of Activities

NO MAP REQUIRED

Project Activities	From - To	Amount
Inspections and Support	07/28 - 09/31	450,000
Design	07/22 - 09/31	12,616,667
Furniture	04/31 - 09/31	8,000,000
Construction	07/28 - 09/31	168,222,222
Contingencies	07/22 - 09/31	8,411,111
Total Budgetary Cost Estimate:		197,700,000

Means of Financing

Funding Subclass	Amount
Local Funding	88,596,452
Total Programmed Financing:	88,596,452
Total Non-Programmed Financing:	-
Total Funding:	88,596,452