



INTERIM AGREEMENT
by and between
Colonial Behavioral Health and Henderson Inc.
Contract #C240325

THIS INTERIM AGREEMENT is entered into as of the 20th day of November 2024 (“Effective Date”) by and between **COLONIAL BEHAVIORAL HEALTH** hereinafter referred to as “CBH” or “Owner” and **HENDERSON, INC.**, hereinafter referred to as “Henderson” or “Contractor”.

RECITALS

- A. On April 2, 2024, Colonial Behavioral Health adopted “Public-Private Education Facilities and Infrastructure Act of 2002 – Guidelines” (hereinafter referred to as the “PPEA”), establishing procedures for development of public facilities through public-private partnerships (“Implementing procedures”), which procedures satisfy the requirements of the PPEA (as defined below).
- B. On May 17, 2024, Colonial Behavioral Health issued Request for Proposals A240325 (“RFP”) under the PPEA for the design and construction of a Crisis Services Center (as more fully described hereinafter, as the “Project”. CBH issued addenda to the RFP on May 23, 2024, June 26, 2024, and July 9, 2024.
- C. Two (2) competing proposals were received by CBH for conceptual stage consideration. Pursuant to the Implementing Procedures, CBH subsequently posted notice of its decision to accept two (2) proposals for conceptual stage consideration on CBH’s website and made such conceptual stage proposals available for public inspection.
- D. After reviewing the conceptual stage proposals, on or about July 29, 2024, CBH selected two (2) proposals to advance to the Detailed Phase Proposals in accordance with the Implement Procedures, retaining the right to reject any proposal at any time for any reason.
- E. On or about August 19, 2024, Henderson submitted its Detailed Phase Proposal (the “Detailed Proposal”) to CBH for detailed phase consideration.
- F. Appropriately, during the proposal review process, CBH held a public hearing of the proposals on September 17, 2024, in accord with the PPEA.
- G. After review of the Detailed Proposal, CBH selected Henderson for negotiation of an interim agreement under the PPEA for the Project based upon Henderson’s Conceptual Proposal, its Detailed Proposal and oral presentation, and upon CBH’s evaluations of those proposals and presentation. For the purpose of this agreement, Henderson, Inc., Henderson shall be the “Private Entity” as defined in the PPEA.
- H. CBH and Henderson have negotiated this Agreement consistent with the PPEA, other applicable law, the Implementing Procedure, Henderson’s Conceptual Proposal and Detailed Proposal, and discussions between representatives of CBH and Henderson.
- I. Having considered this Agreement and other information, Colonial Behavioral Health has determined that the Project to be designed and potentially constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4(C). CBH approved this Agreement on November 20, 2024.



AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration as set forth below, the receipt and sufficiency of which hereby acknowledged, CBH and Henderson (each a “Party” and together the “Parties”) hereby agree as follows:

1. **PURPOSE AND SCOPE**

The Purpose of this Agreement is to engage Henderson to produce for CBH certain services, reports, plans, and recommendations (collectively, the “Deliverables”) regarding the design and construction of the Project. The Parties anticipate that CBH will use all or a portion of the Deliverables to determine whether to approve the Project and whether to pursue a comprehensive agreement with Henderson pursuant to the PPEA and the Guidelines. The scope of work will include working with CBH to finalize architectural and engineering services and related services necessary for design and construction of Colonial Behavioral Health’s Crisis Services Center listed in Exhibit E. Exhibits A through G, listed below shall govern this agreement.

- Exhibit A – Scope of Project Narrative – (provided by Henderson)
- Exhibit B – Key Personnel for Colonial Behavioral Health Team – (provided by CBH)
- Exhibit C – Key Personnel for Henderson, Inc. Team (provided by Henderson)
- Exhibit D – Schedule of Values in the amount of the Interim Agreement (provided by Henderson)
- Exhibit E – List of Deliverables (provided by Henderson)
- Exhibit F – Schedule (provided by Henderson)
- Exhibit G – Project Budget (provided by Henderson)

2. **DELIVERABLES, SCHEDULE, REPORTS, AND MEETINGS**

- a. Henderson will use its best efforts to provide CBH with the Deliverables set forth in Exhibit E in a timely fashion.
- b. Henderson and its designees as its project managers for the Project (“Henderson Project Principals”), along with its other principal development team members, consultants, and subcontractors (collectively, “Henderson Project Team”), as appropriate, will participate in regular meetings with all or portions of the group CBH designates as its management team for the Project (the “CBH Management Team”) and its selected consultants. CBH’s Project Manager (or CBH’s Executive Director’s designee), in consultation with the designee of the Henderson Project Principals, will specify the reasonable dates and times for these meetings.

3. **DEGSIGNATED PROJECT PERSONNEL**

- a. Contractor – Henderson Project Principals and the members of the Henderson Project Team are all listed in Exhibit C. While this Agreement is in effect, Henderson will cause each of the Henderson Project Principals to devote sufficient time and attention to directing and overseeing Henderson’s performance under this Agreement, ensure participation in all meetings and conferences specified in the Schedule or required under this Agreement by appropriate team members, and to interact with members of the CBH Management Team and CBH’s consultants and representatives for purposes of this Agreement. Henderson may change the composition of the Henderson Project Principals only upon receiving the prior consent of CBH, which will not be unreasonably withheld.



- b. CBH – CBH’s Project Manager and the members of the CBH Management Team are all listed on Exhibit B. While this Agreement is in effect, CBH will cause the CBH Management Team to devote sufficient time and attention to directing and overseeing the CBH’s performance under this Agreement, including supplying timely approvals as needed per the Project schedule as amended, ensure participation in all meetings and conferences specified in the Project schedule or required under this Agreement by appropriate team members and to interact with members of the Henderson Project Principals for purposes of this Agreement.

4. **COMPENSATION, REIMBURSEMENTS, PAYMENT AND LIMITATIONS**

- a. Compensation & Limitations – In consideration of the provision of Services by Henderson, CBH shall pay to Henderson the contract amount of four hundred and forty-eight thousand and nine hundred and fifty-two dollars \$448,952. (the “Contract Amount”). This payment is subject to adjustment by amendment (“change order”) to this Agreement if changes in the Project components, schedule, or other details of Project Design are requested by CBH. There shall be no increase in the Contract Amount without the express prior written authorization by CBH.
- b. Contractual Disputes – (a) Contractual claims, whether for money or other relief, shall be submitted to in writing no later than sixty (60) days after final payment; however, written notice of the contractor’s intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work. (b) The decision of the Executive Director shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final decision on the claim by the Executive Director by instituting legal action as provided in section 15.a. (c) Under certain circumstances, beyond the control of the contractor or its agent, the Executive may grant relief from the performance of the Agreement or extend the time limit for performance as it is required in the Agreement. Any such extension must be issued in writing and signed by the Executive Director.
- c. Payments – Once monthly, the Contractor will meet with Colonial Behavioral Health representatives Kyra Cook, Director of Special Projects and Kisha Young, General Services Officer to review and approve the Contractor's proposed invoice for that period. Once the proposed invoice is approved, the Contractor shall provide the final invoice to Kyra Cook and Kisha Young. Colonial Behavioral Health is responsible for making payment to the Contractor within 30 days of receiving the final invoice.

5. **TERM AND TERMINATION**

- a. The term of this Agreement (the “Term”) starts upon execution of the Agreement and ends upon successful completion of Deliverables in accordance with the schedule set forth in Exhibit F as may be amended throughout the design phase, unless this Agreement expires or is terminated at an earlier date under provision of this Agreement. The Term may be extended by amendment of this Agreement, and such extensions shall be liberally granted so long as Henderson and CBH are continuing negotiations, and the work contemplated by this Agreement is in progress.
- b. This Agreement shall commence on the Effective Date first written above and 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 Party giving notice does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) The completion of Services as described in this Agreement. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, all Deliverables then made or in



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

6. COMPREHENSIVE AGREEMENT

In its sole discretion, CBH may determine that it is appropriate to attempt to negotiate a form of a comprehensive agreement with Henderson that is acceptable to CBH and Henderson, if CBH so determines. CBH and Henderson will formulate a negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timeline.

7. STANDARD OF CARE

Contractor agrees that that the standard of care for all professional design services performed under this Agreement shall be the care and skill ordinarily used by member of the design profession in the Commonwealth of Virginia performing similar projects. Additionally, Henderson presents and warrants that all persons performing Services under this Agreement shall, is and to the extent legally required, be licensed and in good standing with any applicable regulatory agency for the duration of their work in connection with the Services under this agreement.

8. REPRESENTATIONS AND WARRANTIES.

a. Colonial Behavioral Health hereby represents and warrants to Henderson as follows:

- i. CBH is operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.
- ii. Each person executing this Agreement on behalf of CBH is duly authorized to execute each such document on behalf of CBH.
- iii. Neither the execution and delivery by CBH of this Agreement and any other documents executed concurrently herewith to which CBH is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreement or instruments to which it is a party or by which it is bound.
- iv. There is no action, suit, proceeding, investigation, or litigation pending and served on Colonial Behavioral Health as of the date of this Agreement which challenges CBH authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which CBH is a party, or which challenges the authority of CBH official executing this Agreement or the other related documents, and CBH has disclosed to Henderson any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which CBH is aware.
- v. CBH has sufficient funds to make full payment to Henderson.

b. Contractor hereby represents and warrants to CBH as follows:



- i. Henderson is a duly incorporated and validly existing Virginia corporation, duly qualified to conduct business in Virginia, and has fully power and authority to bind itself to the terms of this Agreement.
- ii. Henderson has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which Henderson is a party.
- iii. Each person executing this Agreement or any other related document on behalf of Henderson has been or will at such be duly authorized to execute each such document on behalf of Henderson.
- iv. Neither the execution of and delivery by Henderson of this Agreement and the other related documents to which Henderson is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under a violation of the governing instruments of Henderson or any other agreements or instruments to which it is a party or by which it is bound.
- v. There is no action, suit, proceedings, investigation or litigation pending and served on Henderson which challenges Henderson's authority to execute, deliver and perform, or the validity or enforceability of this Agreement and the other related documents to which Henderson is a party, or which challenges the authority of Henderson official executing this Agreement or the related documents; and Henderson has disclosed to CBH any pending or unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which Henderson is aware.
- vi. Henderson is in material compliance with all laws, regulations and ordinances applicable to Henderson or its activities in connection with this Agreement and the other related documents.
- vii. Henderson is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

9. **NO LIABILITY OF OFFICIALS, EMPLOYEES OR AGENTS**

No director, officer, official, employee, agent, or representative of Colonial Behavioral Health is, or will be, personally liable to Henderson Inc., Henderson Project Principals, or the Henderson Project Team, or any successor in interest of any of them, as a consequence of any default or breach of by CBH for any sum that may become due to Henderson, any of the Henderson Project Team or and of the Henderson Project Principals, 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 Henderson Inc., any of the Henderson Project Principals, or any of the Henderson Project Team, will be personally liable to Colonial Behavioral Health, or any successor in interest, as a consequence of any default or breach by Henderson, any of the Henderson Project Principals, or any of the Henderson Project Team for any amount which may be due to CBH or any successor in interest, or on any obligation incurred under this Agreement.

10. **INSURANCE**

- a. The Contractor at its own expense and not as a compensable cost, must carry the following insurance coverage: commercial general liability; automobile liability insurance; professional liability/errors and



omission insurance; worker's compensation insurance; automobile liability insurance; and umbrella/excess liability insurance.

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Agreement.

- i. Commercial General Liability Insurance – The commercial general liability policy must include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate applicable on a per project basis.
 - ii. Automobile Liability Insurance – The automobile liability insurance must be a combined single limit policy for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - iii. Professional Liability/Errors and Omission Insurance – The professional liability/errors and omission policy must cover liability due to errors or omissions in the performance of Services and production of the Deliverables under this Agreement, including the job functions of Henderson employee or contractor performing Services under this Agreement, with limits of not less than two million dollars (\$2,000,000) per claim.
 - iv. Completed Operation Coverage – The Contractor shall maintain coverage or an extended reporting period for at least three (3) years after completion of the Deliverables pursuant to this agreement.
 - v. Worker's Compensation Coverage – The Contractor will maintain worker's compensation coverage to protect from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - vi. Umbrella/ Excess Liability Insurance – The umbrella/ excess liability policy must be for a minimum single limit of fifteen million dollars (\$15,000,000) for supplementing the commercial general liability policy, Workers' Compensation and automobile liability policy.
- b. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance and applicable endorsements and shall name Colonial Behavioral Health as additional insureds. Such endorsement(s) shall provide that Contractor's insurer shall provide thirty (30) days' advance written notice to Owner of the cancellation or non-renewal of Contractor's coverage.
 - c. 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. CBH has not assessed the risk to which the Contractor may be exposed, or the liability the Contractor may incur, in connection with this Agreement, nor has CBH presented in any fashion that such coverages or coverage amounts are prudent or otherwise sufficient to protect the Contractor's interests.



11. 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 of to the defaulting Party, which must specify the Default and demand of Performance. The defaulting Party must cure the 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 CBH nor Henderson will be liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity cost, or any other damages).

12. CHANGES IN THE WORK

Consistent with the Services Henderson has agreed to provide as set forth in this Agreement, Henderson will address comments received from CBH by redesign, at no additional cost to CBH unless such redesign is excessive based upon the stage of the Project. If CBH by a written order make changes to the Scope of Services that causes an increase or decrease in the cost of, or the time required for, the performance, then an equitable adjustment shall be made in the price and/or the delivery schedule. In the event the Parties are unable to agree on the equitable adjustment to the price or delivery schedule, or both, then Henderson shall proceed with the change order, but Henderson shall be entitled to make a claim for additional compensation or additional time, or both in accordance with the provisions of set forth in Section 17.e of this Agreement.

13. OWNERSHIP OF PLANS

- a. Upon payment of fees due to Henderson for Scope of Services that have been performed under this Agreement, all drawings, specifications and other documents and data furnished by Henderson to CBH under this Agreement (collectively, the “Work Product”) are deemed to be instruments of service, in which Henderson hereby agrees to transfer and assign to CBH all right, title, and interest, including but not limited to all copyrights, and further to obtain similar transfer and assignments to CBH from all Henderson’s consultants who produce such Work Product for the Project. This irrevocable transfer and assignment includes but is not limited to Work Product in paper and electronic forms, and all Work Product for the Project that have been or will be prepared or created by or on behalf of Henderson for the Project, and including all rights in and to the copyright throughout the world and any renewals or extensions thereof, as well as any and all derivations, modifications, changes, translation, revisions, elaborations, adaptations or transformations of the Work Product. This provision shall not relieve Henderson from, or modify Henderson’s sole responsibility for, any and all liability for all of its work under the Agreement. It is understood and agreed that all Work Product prepared by or on behalf of Henderson for this Project will be applicable only in respect to the Project. The Work Product is not intended or represented to be suitable for use or reuse by CBH or others for a material extension of the Project or on any other project. CBH has the right, itself or by and through other design professionals, to modify the Work Product prepared by Henderson for use in connection with the Project or for any other use whatsoever. Should CBH modify the Work Product, CBH agrees to indemnify, defend, and hold harmless Henderson, Inc., including its subcontractors and consultants, from and against any and all claims, liabilities, damages, losses, or expenses arising out of or related to the use of the modified Work Product. Any such modification of the Work Product shall relieve Henderson and its design professional consultants



of the responsibilities under the standard of care for the modified structures, or structures affected by such modifications. Henderson shall ensure that its consultants agree in writing to the transfer and assignment of all ownership rights in the Work Product produced by the consultants for Henderson that Henderson has agreed to provide CBH in this Agreement.

- b. CBH acknowledges that Henderson or its consultants may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Henderson in connection with this Project (collectively, “Contractor Intellectual Property”). Contractor Intellectual Property is proprietary to Henderson and shall remain Henderson’s exclusive property. The entire body of Scope of Services deliverables shall not be designated ‘confidential’, and Henderson must reasonably differentiate between the proprietary and non-proprietary information contained therein. Upon timely receipt of a request that designated portions of the deliverables shall be protected from disclosure as confidential and proprietary, CBH shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial information of Henderson and permitted under the Virginia Freedom of Information Act. CBH will send the private entity a written determination of the nature and scope of the protection. Henderson hereby grants to CBH a perpetual, royalty-free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to Contractor’s Intellectual Property to the extent it is incorporated in any Work Product delivered to CBH by Henderson hereunder, but such license shall be limited solely to use in the construction of the Project as described in this Agreement. Submission or distribution of any Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Henderson and its consultants.
- c. Henderson shall not disclose or release, without CBH prior written consent, any data, documents, records, and other information, whether in electronic or tangible format, related to this Agreement to anyone who is not a party to this Agreement except (i) to a subcontractor or consultant of the Contractor shall be solely for the express purpose of enabling them to fulfill their duty to provide the Deliverables of this Agreement; (ii) to a federal or state government department or agency, when required under federal or state law or regulation; or (iii) when expressly required by a court or administrative order. If Henderson discloses or releases any data, documents, records, and other information, whether in electronic or tangible format, related to this Agreement to a federal or state government department or agency, or as required by a court or administrative order, it shall promptly notify CBH prior to doing so in order to provide CBH with an opportunity, but not the obligation, to object or intervene in the matter.

14. **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 whether by private messenger service (including a nationally recognized overnight courier), or by USPS mail, addressed as provided in this provision or delivered via email with delivery confirmation. Each notice will be considered given 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 Colonial Behavioral Health:

Kyra Cook
Director of Special Projects
473 McLaws Circle
Williamsburg, VA 23185
Tel: 757-585-5885
Email: kcook@colonialbh.org

To Henderson Inc.

Rodney Freeman, DBIA
Preconstruction Manager/ Project Manager
5806 Mooretown Road
Williamsburg, VA 23188
Tel: 757-342-3581
Email: rodney@hendersoninc.com

15. 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 insures 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 replenishment 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.

Any legal action, equitable cause, or other judicial proceeding with respect to the agreement must be brought in the courts of the Commonwealth of Virginia in Williamsburg-James City County, 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 this court.

- 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 of 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 – Henderson must comply, and must cause the Henderson Project Team, and Henderson’s agents and subcontractors to comply with all federal, state, and local laws, rules, regulations, ordinances applicable to the performance of its obligations under this Agreement.
- d. Prior Agreements and Discussions – Any agreements (whether in writing or oral) between CBH and Henderson existing before and 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 executed 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 both Parties.

- e. Assignment – Henderson is not entitled to assign its rights, no delegate its duties, under this Agreement without the prior consent of CBH, which consent CBH may withhold in its sole discretion.
- f. Entire Agreement, Amendment, Counterparts – This Agreement constitutes the entire agreement of the Parties as to the Project. This may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed by in any number of counterparts and, so long as each Party signed 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”, in “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.

16. **GENERAL TERMS AND CONDITIONS**

- a. Applicable Laws and Courts – This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect there to shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- b. Ethics In Public Contracting – By signing this contract the Contractor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- c. Compliance – By signing this contract, the Contractor certifies that it is and will remain in full compliance with:
 - The Federal Civil Rights Act of 1964, as amended.
 - The Federal Immigration Reform and Control Act of 1986.
 - The Virginia Fair Employment Act of 1975, as amended, where applicable.
 - The Virginia Conflict of Interest Act.
 - The Virginians with Disabilities Act.
 - The Americans with Disabilities Act.
 - Section 2.2-4311 (Employment Discrimination Act) of the Virginia Public Procurement Act.
 - Sections 2.2-4367 through 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Act
 - Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.
 - The Antitrust laws of the United States and the Commonwealth of Virginia.
- d. Employment Discrimination by Contractors Prohibited – Every Contract of over \$10,000 shall include the following provisions:
 - i. During the performance of this contract, the Contractor agrees as follows:



- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- ii. The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- e. Debarment Status – By signing this Agreement, the Contractor certifies that they are not currently debarred from submitting proposals on contracts by the Commonwealth of Virginia, the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia or the Federal Government.
- f. Antitrust – By entering this Agreement, the Contractor conveys, sells, assigns, and transfers to Colonial Behavioral Health all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relation to the particular services purchased or acquired by Colonial Behavioral Health under said contract.
- g. Confidentiality – The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to CBH. Therefore, except as required by law, the Contractor agrees that its employees will not:
 - i. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
 - ii. Access or attempt to access information beyond their stated authorization.
 - iii. Disclose to any other person or allow any other person access to any information related to CBH or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data. This provision does not apply to subcontractors or consultants of the Contractor, provided that any sharing of information or materials with them is solely for the express purpose of enabling them to fulfill their duty to provide the Deliverables of this Agreement.

The Contractor understands that CBH, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that CBH may seek legal remedies available to it should such disclosure



occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the General Services Officer's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by CBH as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

h. HIPAA Compliance – Contractor warrants as follows:

That the Contractor will, in all respects, comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation in all aspects of its operations in connection with this contract.

That all products and services provided under this contract will, in all respects, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation.

That any modifications or actions on the part of CBH that are required to comply with the requirements of this section will be fully disclosed to CBH in writing, and will not require additional operating procedures, interventions, or cost to Colonial Behavioral Health, now or in the future.

- i. Precedence of Terms – Paragraphs A-G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and the Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.
- j. Taxes – Sales to the Community Services Board are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes.
- k. Records and Inspections – The Contractor shall maintain full and accurate records with respect to all services provided under this Agreement. Colonial Behavioral Health shall have free access at all proper times to such records and shall have the right to examine and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- l. Colonial Behavioral Health Not Obligated to Third Parties – Colonial Behavioral Health shall not be obligated or liable hereunder to any party other than the Contractor. Employees and agents of the Contractor shall not be deemed employees or agents of Colonial Behavioral Health for any purpose, and all compensation for such employees and agents (including workers compensation insurance coverage) shall be provided by the Contractor.
- m. Criminal Background Checks – The Contractor shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by CBH to obtain nationwide criminal background checks when CBH, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at CBH's expense.

17. SPECIAL TERMS AND CONDITIONS



- a. Work Site Damages – Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Colonial Behavioral Health's satisfaction at the Contractor's expense.
- b. Safety – All Contractors and subcontractors performing services for CBH are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and CBH Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- c. Drug Free Workplace – The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on Colonial Behavioral Health property are prohibited:
 - i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Colonial Behavioral Health in addition to any criminal penalties that may result from such contract.

- d. Indemnification – The Contractor agrees to indemnify, defend and hold harmless Colonial Behavioral Health, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use materials, goods, or equipment in the manner already permanently described by the Contractor on the materials, goods or equipment delivered.
- e. Faith Based Organizations – Colonial Behavioral Health does not discriminate against faith-based organizations.
- f. Non-Exclusive Contract – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict Colonial Behavioral Health from acquiring similar, equal or like goods and or services from other sources.
- g. Non-Exclusive License-Ownership And Use Of Documents – The Contractor permanently and irrevocably assigns to CBH a royalty-free, nonexclusive, non-transferrable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies and derivative works thereof, in any media now know or hereinafter discovered, which are prepared in the performance of the Contract by the Contractor and its sub-Contractors; such may be used, reproduced, distributed, and displayed by Colonial Behavioral Health, at its discretion. The license and all rights, which inure to Colonial Behavioral Health shall survive the termination or disengagement of services of the Contractor or its sub-Contractors, or both, from the work, whether such termination or disengagement is involuntary or otherwise determined.

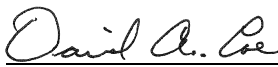


By signing this Agreement with an original signature, and returning the signed document, you agree that original signatures transmitted and received via facsimile, email, or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of enough quality to be legible either electronically or when printed as a hardcopy. CBH shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Witness the following duly authorized signatures and seals.


Colonial Behavioral Health

Date: 11/22/2024

By: 
David A. Coe, Executive Director

Henderson Inc.

Date: 11/22/2024

By: 
Leslie Henderson Murphy (Nov 22, 2024 10:41 EST)
Leslie H. Murphy, President

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Colonial Behavior Health

Crisis Services Center
PPEA – A240325

October 9, 2024

Exhibit "A" – Scope of Work

During the course of this Interim Agreement, our Team will work with Colonial Behavior Health to define the elements of the project, establish program requirements, and develop 50% design documents for the New Crisis Services Center and associated sitework.

Over the course of the next (5) months agreement, our Design Team will prepare and present various schemes and options to CBH and their associated work groups. Program requirements and expectations will be discussed and agreed upon by CBH and the design will develop based on those parameters. Final deliverables of the Interim Agreement will reflect the desires and input of CBH.

Below is the preliminary narrative for the proposed scope of work:

Architectural- Exterior

"The building is currently designed as a single-story, with a mixture of stone veneer and EIFS system. The roof will be a flat single-ply membrane roof system with prefinished aluminum cornice and trim. Windows will be a prefinished storefront system, offering thermal insulation as well as impact resistance where needed. The exterior architectural character is warm and inviting using materials that are long lasting and not institutional. The facility's architectural style is a more modern style aesthetic with a combination of colors and claddings that are warm and reflect nature and the architectural materials seen throughout the community. Accentuating the finishes will be deep overhangs. Roof profiles will be flat with deep overhangs at the architectural features. These architectural features will allow for larger open spaces on the interior with clearstory lights bringing additional natural light and views into the facility.

Healing gardens or outdoor walking paths are helpful to those who benefit from 'walk and talk' therapy or those with a low tolerance for enclosed spaces with numerous activities occurring. Elements of visual interest along the pathway, such as plant groupings, colors, textures, leaf patterns and types, ornamental trees, arrangements of large rocks and random seating areas offer distraction from one's typical thought patterns, encouragement by engaging with nature and a sense of inspiration through relaxation. Incorporating nature into the recovery process has been proven to be therapeutic, non-threatening and relaxing. The walking trail and healing gardens are also a staff amenity, offering an 'open-air place' for mental 'regroup/ respite' and physical wellness. Therapy garden access, provided for both the CSU and the CRC provide the clients a choice for a recovery location; experiencing 'open space', exposure to daylight, breezes and various nature sounds as an alternate to enclosed interior space which at times can be very active, loud and stress triggering. The client's privacy is of highest priority; the current site design allows landscaping to play a role in creating 'private therapy gardens' while minimizing distractions for the clients enjoying the gardens."

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Architectural- Interior

The interior construction shall be durable and receive appropriate fixtures, wall and ceiling construction based on the assessed level of risk pertaining to safety and impact resistance. Flooring will be direct glue down vinyl plank or squares, wood grain or stone pattern. Wall base will be 4" solid wood where needed with profiled top for aesthetics. The wall base is wood so that fasteners can be countersunk, filled and painted as undetectable. Bathroom/ wet location flooring is recommended to be slip-resistant epoxy resin with integral base (floor finish extends up the wall 4" to be seamless. Walls will be constructed based on the level of assessed risk.

High risk areas are recommended to be constructed with metal studs, 16" on center with first sheathing layer as ½" fire-retardant treated plywood with 5/8" impact resistant gypsum board as the final layer. Wall and ceiling finish in patient access areas should be epoxy based paint for ease in cleanability with harsh chemical cleaners. Ceilings are recommended to be 9'-0" above the floor in all patient access areas. Hard ceilings (gypsum board) are recommended where patients will be unattended, highly agitated or otherwise prone to attempt ceiling impact activities. Acoustic ceiling tile and grid system is recommended at supervised patient access areas to 'soften' the acoustic surface, mitigating reverberation (sound bouncing around) and promote sound absorption. Additional acoustic control may be gained with directly attached acoustic absorptive wall & ceiling beveled edge panels which also have the capability to serve as 'art' with images printed on their final fabric layer. Wall finishes can range from paint to patterned vinyl wall protection for the full height of the wall or as a wainscot and chair rail where likely to receive impact activity from furniture, equipment or clients while still looking 'non-institutional'.

With an open plan design in the treatment areas to promote visual control of the client, areas can be 'perceived' with floor finish patterns and textures, wall art and ceiling design. All countertops shall be solid surface. In patient access areas, door hinges shall be continuous or have the capacity to swing both directions (removable stop- anti-barricade). Door handles shall be ligature-resistant type with all fasteners as security type. Lights and illuminated Exit signs in patient access areas shall have polycarbonate lenses, security fasteners and tamper-resistant housing. Exit signs and fire alarm notification devices should be white where feasible, to not stand out as a target for destructive behaviors. Exit sign lettering should be green avoiding the trigger color of Red. Strong consideration should be given to provide non-strobe light devices to avoid seizures in clients or onset of panic, providing instead a chime or pre-recording voice message to evacuate the building. Bathrooms are the highest perceived risk space for client occupancy. No shower curtains or rods/ tracks should be provided, a vinyl w/ foam core door attached to the wall/ door frame with internal magnets should be utilized. Ligature-resistant grab bars, toilet paper dispenser, towel/clothing hook, faucet and toilet shall be provided. Exhaust fan shall not be directly over the toilet and the cover should be ligature-resistant perforated with security type screws. Vanity lighting should have tamper and ligature resistant housing with polycarbonate lens cover. Mirror should be shatter resistant highly polished silver (no glass) and can be specified with integral lighting to eliminate the vanity light fixture. The sink faucet should be manual with separate push button controls for hot (red) and cold (blue) water, pneumatic (timed) operation.

Nurse call system is optional in a behavioral health patient environment. Should CBH desire a nurse call system (bathrooms, showers), it should be push button type- no cords, impact and tamper resistant stainless steel with a remote nuisance control switch. A duress alarm system should have numerous activation points for staff safety, such as reception desk, nurse station, security station, entry vestibules, seclusion room vestibules.

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Nurse Station and Security Station enclosures should be designed so that glazing is not continuous and speech is audible enough for staff to talk with a patient instead of having to use a speaker hole. The glazing should be secured top and bottom in a stainless-steel frame, limited to 6'-0" wide panels to mitigate a client grasping bath ends at once. The glazing should be polycarbonate laminated security glazing. HVAC for patient access areas should have ceiling mounted supply and return air grilles with perforated, ligature-resistant covers. Grilles should be located away from typical furniture placement locations to prevent ceiling access via climbing. Televisions should be in a protective, ligature-resistant enclosure or embedded in a thickened wall, playing various nature scene videos via continuous loop. Incorporating nature can create a serene environment and encourage relaxation.

Civil

Layout

The layout for the new CBH building has been placed in order to utilize the existing features on site to the greatest extent possible. This includes keeping the two existing parking lots (with improvements to portions of the curb and gutter and additional landscape islands), tying into the existing access road on the back side of the building, and minimizing disturbance to the existing vegetation and terrain. Outdoor areas have been provided separately for both the staff and clients (patients).

Utilities

Water and sanitary sewer tie-in locations for this project will occur along Ironbound Road within the existing public JCSA systems. Though there are existing utilities on site, they are privately owned and maintained by Eastern State and we are unable to utilize them for our project. Water will run from the existing main along Ironbound Road and provide a new fire hydrant at the front of the building along with connections to sprinkler the building. In order to provide sanitary sewer to the new building, a grinder pump will be installed and a force main will extend to the existing gravity sewer main along Ironbound Road. The connection to the existing sanitary sewer will require a directional drilled installation since the main is on the opposite side of Ironbound Road.

Drainage and Stormwater Management

In order to improve upon the existing drainage on site, and to meet new stormwater regulations, a bioretention BMP will be installed behind the new building in order to collect and treat the impervious cover for the project. A majority of the proposed improvements will be collected in newly installed drainage systems and piped to the proposed bioretention BMP. The proposed BMP will handle water quantity and quality for the site and attenuate proposed stormwater flows to below existing conditions. Additionally, the site will be graded such that surface water will be directed away from the building and into the drainage system accordingly.

Landscaping and Lighting

The existing light poles will remain in place with new LED lighting. Landscaping will be provided per County Code for the building perimeter, landscape islands and the bioretention BMP. Additionally, we are proposing a walking path within existing vegetation (limbed up and cleared underbrush) for the building occupants' use. This will include enhanced landscaping and seating areas within view of the proposed building.

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Structural

Foundation Construction

The foundations are expected to be shallow foundation system consisting of reinforced concrete spread footings under building columns or concentrated loads and continuous wall footings under load bearing interior walls and exterior walls. The new foundation will bear on well compacted structural fill or native soils that are determined to be adequate by the Geotechnical Engineer. A Geotechnical Investigation Report has not been completed; however, based on projects in the general area of the city and the relatively light foundation loads, we are able to assume a soil bearing capacity of 2,000PSF.

It is anticipated the typical interior bearing wall footing will be twenty-four (24) inches wide and will be enlarged at shearwall holddown locations. The exterior wall footings may be twenty-four (24) inches wide to support the loads; however, the overall width of the exterior wall and fenestration may require a wider wall at select locations. A wider footing may also be required at concentrated loads and at shearwall holddowns. The continuous footing will support load-bearing walls and the exterior veneer.

Column footing will support the steel columns or multiple gang studs to support steel beams over the larger open spaces, the front entrance element and the rear security drop off roof. Column footings will range from three (3) feet to five (5) feet square depending on location. The wall and column footing thickness will range between twelve (12) and eighteen (18) inches. The bottom of the wall and column footings are required to bear a minimum of two (2) feet beneath finished floor and sixteen (16) inches below exterior grades. The footing may be lowered for utility piping entering the building. The footings shall have a minimum twenty-eight (28) day compressive strength of 3,000 pounds per square inch (PSI).

First Floor Construction

The first floor will primarily consist of a four (4) inch concrete slab-on-ground, reinforced with welded wire fabric or synthetic fibers. Slabs will have sawed control joints and construction joints to allow for slab shrinkage at approximately fifteen (15) feet on-center. Slabs will be placed over a four (4) inch minimum layer of porous fill uniformly compacted to provide a minimum subgrade modulus of 150 psi. A vapor barrier will be placed between the slab and layer of porous fill. The concrete for the slab will have a minimum compressive strength ($f'c$) of 3,500 psi. A thicker slab may be required at heavier loaded locations such as storage rooms, mechanical equipment and other equipment.

Roof Construction

The roof structure will consist of cold-formed metal roof trusses spaced or steel bar joist. The trusses will be supported by either load-bearing cold-formed metal framed exterior walls or columns and beams. In open areas, steel beams will be incorporated and will bear on built-up cold-formed columns or steel columns. The steel roof deck will act as the roof diaphragm to distribute the lateral loads to the vertical lateral force resisting system.

Wall Construction

The exterior walls will utilize cold-formed metal studs. The cold-formed metal studs will likely be six (6) inch deep by eighteen (18) gauge spaced at sixteen (16) inches on-center with exterior sheathing. Multiple studs will be located at larger window openings, shearwall holddown locations and under required roof locations.

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Depending on the sheathing type, location and lateral loads, some walls may have light-gage coil strap bracing fastened to the wall stud flanges to act as shearwalls.

Vertical Lateral Force Resisting System

Vertical lateral force resisting systems will utilize exterior and interior cold-formed metal framed shearwalls with a holddown system. Wall sheathing or light-gage coil strapping will be secured to the studs with the specified fastener spacing to achieve the required vertical lateral load capacity. Shearwalls will be secured to the masonry foundation stem wall with epoxy anchors and shear fasteners, as required to transfer the lateral loads to the foundation

Mechanical

Heating, Ventilating And Air Conditioning

Heating and air conditioning shall be provided by two (2) packaged air handling units serving series fan powered variable air volume terminal units. Electric reheat coils shall be provided for each terminal unit. The packaged air conditioning unit shall include DX cooling and gas heating.

Each packaged unit shall serve half of the facility and have a total capacity of 250mbh. The units shall be mounted on grade with double wall medium pressure ductwork transitioning from the unit connection to the building plenum space. Once inside the building, the ductwork will transition to single wall medium pressure ductwork.

Conditioned air shall be distributed through medium pressure ductwork to series fan powered terminal units. Terminal units shall be provided for each Office area, Conference Room, Treatment Room, Corridor and other similar space for independent thermostatic control. The system shall utilize a fully ducted return as the path for return air to the packaged air conditioning unit.

Testing And Balancing

Testing and balancing shall be performed in accordance with National Standards for Testing and Balancing Heating, Ventilating and Air-conditioning Systems, 2002, as published by Associated Air Balance Council (AABC).

Mechanical Insulation

All insulation shall have a composite (insulation, jacket or facing and adhesive used to adhere the facing or jacket to the insulation) fire and smoke rating as requested by ASTM E84, NFPA 255 and UL 723.

Duct Insulation

Blanket Type within the conditioned space: Glass fiber, ¾-lbs/cu. ft., foil faced, vapor-sealed flexible duct insulation. Thermal conductivity shall not exceed 0.29 Btu x in./hr. x sq. ft. x °F.

Insulated Duct Coating

Provide insulated duct coating on all exterior galvanized sheet metal ductwork, POLAR SEAL, ASTEC, or approved equal.

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Water based acrylic plastic primer "prime security" shall provide 100% adhesion to substrate, stop oil migration and set base for waterproof membrane "top security".

Self-adhesive, Field-applied, Outdoor Jackets

Subject to compliance with requirements, provide self-adhesive outdoor jacket by POLYGUARD PRODUCTS INC., 3M, MFM BUILDING PRODUCTS CORP., or approved equal.

Piping (Glass Fiber Insulation, Unless Otherwise Noted)

Schedule:

Condensate Drain Above Floor:	1/2" thickness
Cold Water:	1/2" thickness for pipe sizes up to 1-1/4" and 1" thickness for pipe sizes over 1-1/4".
Domestic Hot and Tempered Water and Hot Water Recirculating:	1" thickness for pipe sizes up to 1-1/4" and 1-1/2" thickness for pipe sizes over 1-1/4".
Refrigerant Suction Piping:	1" thickness flexible unicellular for pipe sizes up to 1-1/2" and 1-1/2" thickness for pipe sizes over 1-1/2".

Ductwork

Schedule:

Concealed Supply, Return, Relief and Outside Air Ductwork Externally Insulated: (inside the conditioned space)	2" thickness blanket
Exposed Supply, Return, Relief and Outside Air Ductwork Externally Insulated: (outside building and in all mechanical rooms and mechanical mezzanines)	2" thickness rigid board

Insulated Duct Coating

Apply POLAR SEAL "prime security" over all exposed ductwork .

Commissioning of HVAC Systems

A 3rd party Commissioning Agent will be engaged by the Owner to administer the commissioning of the HVAC system. The Contractor shall provide all commissioning services required to ensure that all building HVAC

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systems, subsystems, HVAC equipment, controls, and interfaces with other building systems are installed, tested, and are operating in compliance with Contract Documents and within the scope of design requirements.

Plumbing

The domestic water service shall be supplied from the municipal water supply system beginning at 5'-0" beyond the exterior wall. A 2-1/2" domestic main will be required. The point of entry for the domestic water service will be the main mechanical room where a reduced pressure zone backflow preventer will be provided to prevent cross connection.

The drain and waste system will be stubbed 5'-0" beyond the exterior wall and connected to the municipal sewer system. A 4" sanitary main will be required. Vent piping will be grouped together at each main plumbing area and extended to a single vent through the roof.

Roof drainage will be accomplished by rain gutters connected to downspouts which will be piped connection to stormwater system..

Domestic hot water service to the building will be provided by three gas-fired, wall-mounted, tankless type water heaters. Water will be generated at 140°F. A master mixing valve will temper the water to approximately 120°F to be delivered to plumbing fixtures and equipment where required. Mixing valves will be provided to temper water to 105°F in public toilet facilities and other fixtures as required by code. The ASSE certified mixing valves will be located at fixtures. Long runs of hot water will be recirculated where required by code.

Ligature-resistant floor drains will be provided in restrooms where required.

Fixtures

Water closets in non-patient areas will be floor mounted top spud, bottom outlet. Water closets shall have an elongated bowl with open front seat. Manual type flushometer, 1.6 gallons per flush.

Drinking Fountains shall be wall mounted, bi-level with stainless steel finish with push button activation.

Janitor's sink shall be 24" x 24", molded stone with rim guard and back mounted combination faucet set with vacuum breaker and 3/4" external hose thread.

Countertop sinks shall be integral bowl, solid surface with ligature resistant faucet.

ADA accessible plumbing fixtures shall be provided in accordance with 2010 ADA standards for accessible design.

ADA accessible shower shall be single lever pressure balancing ADA compliant control with a ligature resistant shower head

Icemaker box will be provided at the Kitchen refrigerator.

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Washing machine valve boxes will be provided at the laundry areas.

Materials

Water Piping:

- 1) Interior water piping buried below floor slabs on grade shall be Type "K" copper tubing.
- 2) Interior water piping above floor slab shall be Type "L" hard copper tubing.
- 3) Water service piping 3" and larger shall be ductile iron mechanical joint.
- 4) Copper tubing shall be assembled with cast or wrought copper solder joint fittings.
- 5) Joints shall be made with a non-corrosive flux and solder composed of 95% tin, 5% antimony.

Soil, Waste, Vent and Drain Piping:

- 1) Drain and waste piping buried up to a point 5'-0" outside the building shall be no-hub cast iron or Schedule 40 PVC pipe and fittings.
- 2) Drain, waste and vent piping above grade shall be no-hub cast iron or Schedule 40 PVC piping and fittings. PVC pipe will not be permitted in ceiling return air plenums.
- 3) No-hub cast iron pipe and fittings shall be assembled using neoprene gaskets and stainless steel retaining sleeve. Installation shall be in accordance with CISPI Pamphlet No. 100.
- 4) Foam core pipe will not be permitted.

Fire Protection

Fire Main: A 6" fire protection water service main will be extended into the building. The water supply connection will supply the hydraulically calculated sprinkler system demand including hose allowances. A post-indicating valve will be provided on the incoming underground water main. The fire protection water service mains shall be complete with piping, meter, backflow preventer assembly, backflow preventer test header, valves, and other fittings and devices required to be in compliance with the requirements of the water utility company and the local authorities having jurisdiction.

Fire Pump: Preliminary calculations will be during design to evaluate if a fire pump is required and is currently excluded from this scope of work. As for now, it is assumed that a 500 gpm at 70 psi vertical split case electrical fire pump is needed to boost the pressure from the city main.

Automatic Sprinkler System

The building will be fully protected with a supervised wet-pipe automatic sprinkler system. The sprinkler system will be hydraulically calculated. The system will be designed in accordance with USBC requirements, NFPA 13 requirements, and requirements of the agencies having jurisdiction. System will include piping, backflow preventer assembly, water flow alarms, tamper switches, pressure switches, valves, drains, fire department connections, sprinkler heads, tests drain, auxiliary drains, sprinkler drain risers, wet sprinkler alarm valve assemblies with trim, etc.

Sprinklers shall be quick-response, ordinary temperature type. Adjustable concealed sprinkler heads with white cover plate shall be provided in finished areas with solid suspended ceilings and semi-recessed sprinklers

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will be provided in common area spaces with suspended ceiling tile. Low profile ligature & tamper resistant type sprinklers shall be used in patient treatment areas. Upright, brass sprinklers shall be provided in areas with non-finished ceilings, such as mechanical equipment rooms, electrical rooms, janitor closet, etc.

Pipe with trade diameters 2" and smaller shall be Schedule 40 with threaded fittings. Pipe with trade diameters greater than 2" shall be Schedule 40 or Schedule 10 with grooved fittings.

A post indicator valve (PIV) will be provided on site. This PIV shall be rough brass finished with two 2.5" (National Standard Thread) inlet(s), inlet caps with chains, and a 4-inch pipe connection. The FDC will be labeled "AUTO SPRINK". The final location of the PIV will be approved by the local Fire Department.

Portable Fire Extinguishers

Provide manual extinguishers to be installed and maintained per NFPA 10, as required by IBC§906.1. in fully recessed fire extinguisher cabinets with ligature resistant trim.

Electrical

Metal Clad Cables

Aluminum Metal clad cables may be utilized for branch circuit wiring in walls and above lay-in-tile ceilings only and installed in accordance with NEC 330.

Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer for a complete installation and for application indicated. Except as otherwise indicated, provide copper conductors with conductivity of not less than 98% at 20°C (75°F).

Wiring sizes #12 and #10 AWG shall be solid. Larger sizes may be stranded.

Splicing connectors must have a metal spring that is free to expand. The spring must be suitably coated to resist corrosion. Each connector size must be listed by UL for the intended purpose. The connectors must be suitably color coded to assure that the proper size is used on the wire combinations to be spliced. Each connector must be capable of withstanding 105°C ambient temperatures. The connectors must be compatible with all common rubber and thermoplastic wire insulations. They must also be capable of making copper-to-copper, copper-to-aluminum, and aluminum-to-aluminum splices. At the Contractor's option, self-strapping electrical tap connectors may be used in wire size and voltage range of the connector. When tape is required for splices, SCOTCHBRAND No. 33, or approved equal, shall be used. Use plastic tape on PVC and its copolymers and rubber-based pressure-sensitive adhesive. The tape must be applicable at temperatures ranging from 0°F through 100°F without loss of physical or electrical properties. The tape must not crack, slip, or flag when exposed to various environments indoor or outdoor. The tape must also be compatible with all synthetic cable insulations as well as cable splicing compounds.

MC Cable used to serve light switches shall be provided with a neutral conductor.

Make splices in conductors #8 AWG and larger with solderless connectors, with molded composition covers.

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Connect conductors #12 and #10 AWG with pre-insulated spring connectors rated at not less than 105°C. Connectors shall be UL approved for fixture and pressure work. Connectors shall be 3M CO. SCOTCHLOK, Type Y, R, and B, or approved equal.

Join or terminate conductors #8 AWG and larger with pressure-type copper connectors and properly tape.

MC cable may be used for receptacle and lighting circuits as follows:

MC cable for receptacle circuits may be used to feed classrooms and offices only. The MC cable shall terminate in a junction box above the corridor ceiling immediately outside the classroom or office. Provide conduit from the junction box to the panel from which the circuit originates.

MC cable for lighting circuits may be used to feed classrooms, offices, and corridors only. The MC cable shall terminate in a junction box above the ceiling immediately outside of the electrical room. Provide conduit from the junction box to the panel from which the circuit originates.

MC cable is acceptable to use above gypsum/plaster ceiling for lighting circuits only. Receptacle circuits run above these ceilings shall be provided in conduit.

MC cable may not be run exposed in any location in the building.

Conductors

Wire And Cable

Type THWN for underground or wet location; Type THHN for dry locations. Service entrance conductors shall be Type XHHW, RHW, or THWN. All conductors serving circuits smaller than 100 amps will be copper. Conductors serving circuits 100 amps and larger may be aluminum maintaining ampere ratings of the copper conductors specified and providing larger conduits where required, including spare conduit capacity if same is indicated on the plans. All conductor sizes #8 AWG and larger will be stranded.

Raceways

Conduit

Electrical Metallic Tubing (EMT) or Intermediate Metallic Conduit (IMC) where concealed in wall and above ceilings; galvanized rigid steel (GRS) where exposed and subject to damage. Schedule 40 PVC where installed below grade or in concrete (convert to IMC or GRS 6" below bottom of slab).

Wiring Devices And Device Plates

Receptacles

Duplex: Provide Industrial/Institutional, Specification-Grade, duplex receptacles, 2-pole, 3-wire, grounding, with green hexagonal equipment ground screw, mounting yoke with integral ground terminals, 20 amperes, 125 Volts, with metal plaster ears; designed for side and back wiring, with NEMA configuration 5-20R, unless otherwise indicated. LEVITON model #5362A, or approved equal.

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Simplex: Provide Industrial/Institutional, Specification-Grade, single receptacles, 2-pole, 3-wire, grounding, with green hexagonal equipment ground screw, 20 amperes, 125 Volts, with metal plaster ears; designed for side and back wiring, with NEMA configuration 5-20R, unless otherwise indicated. LEVITON model #5361, or approved equal.

Ground-fault Interrupters: Provide Industrial/Institutional, Specification-Grade, "feed-thru"-type ground-fault circuit interrupters, with heavy-duty duplex receptacles, capable of being installed in a 2-3/4" deep outlet box without adapter, grounding type UL-rated Class A, Group 1, rated 20 amperes, 120 Volts, 60 Hz; with solid-state ground-fault sensing and signaling; with 5 mA ground-fault trip level; equipped with NEMA configuration 5-20R. LEVITON model #6899-I, or approved equal.
Tamper proof receptacles will be provided in all treatment and patient access areas.

Switches

Snap: Provide Specification-Grade, flush, single-pole toggle switches, 20 amperes, 120/277 Volts AC, with mounting yoke insulated from mechanism, equipped with plaster ears, switch handle, and side-wired screw terminals. Provide for key operation where indicated on drawings.

Three Way: Provide Specification-Grade, flush, 3-way switches, 20 amperes, 120/277 Volts AC, with mounting yoke insulated from mechanism, equipped with plaster ears, switch handle, side-wired screw terminals, with break-off tab features, which allow wiring with separate or common feed. Provide for key operation where indicated on drawings.

Four Way: Provide Specification-Grade, flush, 4-way quiet switches, 20 amperes, 120/277 Volts AC, with mounting yoke insulated from mechanism, equipped with plaster ears, switch handle, side-wired screw terminals, with break-off tab features, which allow wiring with separate or common feed. Provide for key operation where indicated on drawings.

Occupancy Sensor: Provide a Passive Dual Technology Wall Switch Sensor that operates in Manual On - Auto Off mode. Sensors shall have a minimum load rating of: 800 W @ 120 VAC. Sensors shall have an adjustable time delay from 30 seconds to 20 minutes.

Indoor Photocells Controls

Low voltage photocell shall accept 12 to 24 VAC or VDC and provide a SPDT relay for interface with remote switching system. Sensor shall interface with occupancy sensors, directly with power pack, or other system as shown.

Photocell shall provide for an on/off set-point, and a dead band to prevent the artificial light from cycling. Delay shall be incorporated into the photocell to prevent rapid response to passing clouds.

Photocell set-point and dead band shall be automatically calibrated through the sensor's microprocessor by initiating an "Automatic Set-point Programming" procedure. Further adjustment may be made manually if needed.

Dead band setting shall be verified and modified by the sensor automatically every time the lights cycle to accommodate physical changes in the space (i.e., furniture layouts, lamp depreciation, or lamp outages).

Low voltage dimming sensors shall accept 12 to 24 VAC or VDC (from power pack or other low voltage source) and control 0 to 10 VDC dimmable ballasts by sinking up to 20 mA of class 2 current (typically 40 or more ballasts).

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Low voltage dimming sensor's set point shall be automatically calibrated through the sensor's microprocessor by initiating the "Automatic Set-point Programming" procedure. Min and max dim settings as well as set-point may be manually entered.

Low voltage dimming sensors shall be equipped with an automatic override for 100 hour burn-in of lamps. This feature must be available at any time for lamp replacements. (Note: This function should be performed prior to any dimming of the lamps including the "auto set-point" setting.)

Combination photocell/dimming sensors shall accept 12 to 24 VAC or VDC (from power pack or other low voltage source) and control the on/off function as well as the dimming function of 0 to 10 VDC dimmable ballasts.

Combination photocell/dimming sensor's set-point and deadband shall be automatically calibrated through the sensor's microprocessor by initiating the "Automatic Set-point Programming" procedure. Min and max dim settings as well as set point may be manually entered.

Combination photocell/dimming sensors shall be equipped with an automatic override for 100 hour burn-in of lamps. This feature must be available at any time for lamp replacements. (Note: This function should be performed prior to any dimming of the lamps including the "auto set-point" setting.)

Dual zone option shall be available for photocell, dimming, or combination units. The second zone shall be controlled as an "offset" from the primary zone and shall be the zone farthest from the natural light source. Stand-alone ambient light sensors (CM ALC version only) shall interface directly with the 0 to 10 VDC, without any other power source connection, and control dimmable ballasts by sinking up to 20 milliamps of class 2 current. Sensor shall incorporate a photodiode viewing out of a ceiling enclosure at a 30 degree angle from horizontal to detect diffused light from the ambient and artificial sources. Sensor shall allow for removal of response delays for adjustment, however, provide dampening delay for normal operation. Settings shall be made manually.

Line voltage versions of the above described photocell and combination photocell/dimming sensors shall be capable of switching both 120 VAC and 277 VAC and run off of 50/60 Hz power. A version capable of switching 347 VAC shall also be available. Load ratings shall be 800 W @ 120 VAC, 1200 W @ 277 VAC, 1500 W @ 347 VAC, and ¼ HP motor load.

Line voltage versions of the above described dimming sensors shall be capable of powering off 120/277 VAC.

Line voltage versions of the above described photocell and combination photocell/dimming sensors shall be capable of switching 5 Amps of two phase power (208/240 or 480 VAC) shall be available. These sensors shall always simultaneously switch both phases as per NEC guidelines.

Coverplates

Provide stainless steel for single and combination wiring devices of types, sizes, and with ganging and cutouts as required. Provide metal security type screws for securing plates to devices.

Floor Service Outlets: Provide floor service receptacle outlets and fittings of types and ratings indicated.

Provide weatherproof "while-in-use" rated coverplates for receptacles installed outdoors where exposed to weather.

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Natural Gas Engine-generator And Associated Automatic Transfer Switches (With Temporary Generator Camlock Connection)

NATURAL GAS Engine-generator Set

Generator size will be approximately 150kW generator whole house generator. This will supply power to both Life Safety and Optional Standby Systems. Outdoor, weatherproof, sound-attenuated enclosure, with manual and automatic controls. Final size will be determined during design.

Automatic Transfer Switches

Circuit Breaker Type Design, three-phase, 277/480-volt, 60 Hz, and four-pole with switched neutral for voltage herein shall be provided to include factory warranty and manufacturer's parts and service support. Camlock connection panel for connection to transfer switches. Two transfer switches (1) life safety (2) Optional Standby Systems.

Automatic Transfer Switches shall be UL 1008 listed.

Service And Distribution

The electrical service for the building will be approximately 600-amp service with a 600-amp 100% rated circuit breaker, 208Y/120 Volts, 3-phase, 4-wire, main distribution panelboard (MDP). A minimum of 20% spare breaker spaces shall be provided in all panelboards. Final size will be determined during design.

The Contractor shall install current transformer equipment and a meter base furnished by the electrical utility company except the final location of the meter base shall be as directed by the utility company. Provide a 1-1/4" empty conduit (with pull wire) between the current transformer equipment and the meter base. Make all provisions necessary for metering equipment and install as directed by the utility company.

The service lateral will originate from a pad-mounted transformer furnished by the local electric utility company. Provide conduit of the size and quantity indicated on the drawings. Consult with the local electric utility company before commencement of electrical service work.

The main breaker shall be a 100% duty rated, fixed mount, full function electronic circuit breaker with adjustable long-term, short-term, and instantaneous trips, and ground fault protection when of a size as to be required by the NEC.

Provide switchboard with arc flash maintenance setting switch (AMS).

Provide switchboard with infrared windows with NEMA rating equal to the protection rating of the switchboard.

Short Circuit And Protective Device Coordination Study

Provide a short circuit coordination study /arc flash analysis for the electrical distribution system. The intent of this study is to verify that the specified and supplied equipment are properly rated, correctly applied, and within industry and manufacturer's tolerances. The purposes of the arc flash analysis is to determine the level of protective gear required to be worn to perform maintenance on the electrical system equipment.

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Grounding

Provide grounding for service, conduits, motor frames, metal casings, receptacles, and solid neutral, and as required by the NEC as a minimum. Resistance to ground shall not exceed 25 ohms.

Panelboards

208Y/120 volt panelboards will generally be located in the electric closets for receptacles, equipment, lighting and motor loads.

Surge Protection Devices

Provide panels surge suppression devices with electrical and mechanical requirements for an 80,000-Amp, Transient Voltage Surge Suppressor (TVSS) with L-N, L-G, L-L, and N-G Mode Protection and parallel design using fast-acting transient energy protection that will divert and dissipate the surge energy.

Interior Building Lighting

General:

Lighting will be designed to meet the recommendations of the Illuminating Equipment.

Lighting Fixtures:

Foot-candle levels:

Spaces	Foot-candle
Meeting:	55
Office:	50
Electrical room:	30
Mechanical room:	30
Toilet:	20
Assembly:	30 (plus event-required lighting)
Corridors:	20

Occupancy sensors will be provided in each space to comply with automatic lighting shutoff requirements listed in the International Energy Conservation Code.

Daylit spaces will be equipped with light fixture dimming controls that will response to incoming daylight to reduce energy consumption.

Light controls is a networked digital lighting control system that provides both energy savings and increased user configurability by cost effectively integrating time-based, daylight-based, sensor-based and manual lighting control schemes. Light creates an unmatched level of distributed intelligence.

Light Fixtures Color Temperature shall be:

- A. 2700 to 4000 degrees Kelvin for interior special applications, supplemental to task lighting.
- B. 3500 to 4300 degrees Kelvin for interiors (offices, general lighting)
- C. 4000 to 6000 degrees Kelvin for exteriors.

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LED Exit Signs: Internally lighted.

Lamps for AC Operations: 50,000-hour light-emitting diodes.

Lighting Control Devices

Occupancy sensors will be provided in all spaces to comply with automatic lighting shutoff requirements detailed by the International Energy Conservation Code.

Exterior Lighting

Exterior Light Fixtures will be Pole mounted and building mounted with LED light sources, full cut-off, dark sky compliant with the IES distribution pattern as required to suit the application. Light fixtures will be controlled automatically using photo-electric cells with hands off automatic controlling contactors.

Access Control System

Provide an access control system that includes boxes, conduits, and hardware with the review of the requirements of the Owner.

Addressable Fire Alarm System

Provide a fire alarm system with manual pull station at all exterior exits, ADA audio-visual alarm devices, smoke detectors and door hold-open devices at firewalls, connection to sprinkler flow and zone control valves, smoke detectors in duct systems. System shall be zoned and shall have a remote graphic annunciator to give origin of the activated device. The Fire Alarm System shall be capable of central station monitoring. No strobe light devices to be used. Audible alarm with shall be a chime or pre-recorded voice message instead of a siren which could trigger negative behavior

Intrusion Detection System

Provide an intrusion detection system that includes boxes, conduits, and hardware with the review of the requirements of the Owner.

Closed Circuit Television Surveillance System

Provide a closed circuit television surveillance system that includes boxes, conduits, and hardware with the review of the requirements of the Owner.

Telephone / Data Distribution System

Infrastructure design (empty conduit and outlet boxes). The design for this system will be provided by others. Coordination of the infrastructure design with consultant.



EXHIBIT B

KEY PERSONNEL FOR COLONIAL BEHAVIORAL HEALTH TEAM

1. David Coe, Executive Director
dcoe@colonialbh.org
757-253-4061
2. Kyra Cook, Director of Special Projects (Project Manager)
kcook@colonialbh.org
757-585-5885
3. Marsha Obremski, Director of Operations
mobremski@colonialbh.org
757-603-0191
4. Nancy Parsons, Director of Finance
nparsons@colonialbh.org
757-603-1728
5. Patty Hartigan, Director of Crisis and Access Services
phartigan@colonialb.org
757-936-1701
6. Jim Yatzeck, McDonough Bolyard Peck (Owner's Representative)
iyatzeck@mbp.com
757-259-0284
757-254-1359

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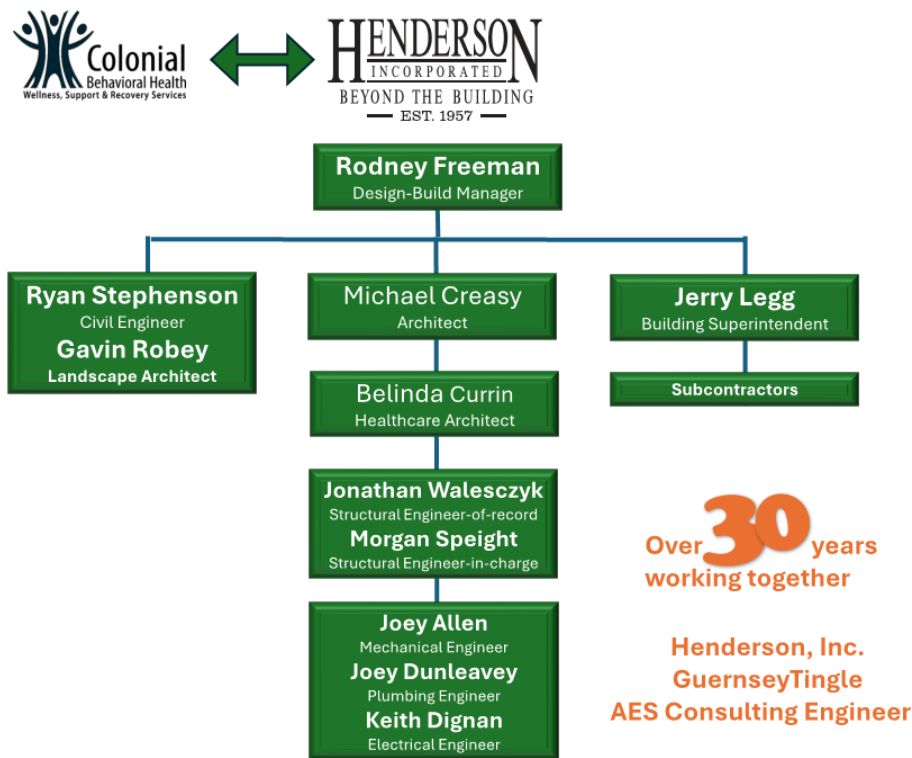


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Exhibit "C" – Key Personnel



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Colonial Behavior Health Crisis Services Center Interim Agreement Cost Items

Exhibit "D"
 October 9, 2024

Item No.	Description		Value
Design Development Phase			
1	Preconstruction Manager		\$ 42,500
2	Design Documents - 50% Design Development		\$ 298,088
	Architectural; Structural; Mechanical; Plumbing; Electrical Design		
	Fire Protection - Narrative for Delegated Design		
3	Civil Engineering - Complete for 1st submission to JCC		\$ 48,000
	Site Survey		
	Demolition Plan		
	Site Layout with Stormwater Calculation		
	Utility Plan		
	Landscape Plan		
	Site Lighting Plan		
4	Geotechnical Engineering		\$ 10,000
	Soil Borings provided for Building Structure Design Analysis		
	Soil Borings provided for Building Civil Design Analysis		
Subtotal:			\$ 398,588
Additional Mark-ups			
	Project Contingency - Contractors Design and Construction Contingency	6%	\$ 23,915
	Insurance and Business License	1.2%	\$ 5,070
	Performance and Payment Bond		Excluded
	Overhead and Profit	5%	\$ 21,379
TOTAL AMOUNT FOR INTERIM AGREEMENT			\$ 448,952

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Exhibit "E" – Design Deliverables

General Deliverables:

- **Budget Cost** – Develop and report cost and cost options for the Crisis Services Center building and related sitework.
- **Schedule** – Develop an interim schedule which includes design and permitting durations along with a projected overall project schedule for building and site construction.

Site Design Deliverables:

- **Topographic Survey:** A field survey will be conducted to locate existing physical improvements and physical features within the project limits. A field survey will be conducted to recover existing property boundary corner monuments to establish the property boundary of record in areas relative to this project sufficient for site planning purposes only. A topographic base map will be prepared from field collected data to accurately depict the existing site conditions.
- **Subsurface Utility Designation:** An underground utility survey will be performed to designate and map underground facilities on the project site.
- **Existing Site Documentation:** Review documents provided by CBH from adjacent property developer DR Horton for overall master plan and the following studies or analysis:
 - **Threatened & Endangered Species Study:** Review study of threatened and endangered species whose known habitat falls within the project area. Should species of concern or critical habitat be identified in the habitat assessment or by regulatory authority, we will prepare a scope of work and budget for approval for relevant out-of-scope services.
 - **Traffic Impact Analysis – (if required):** Review Traffic Study and determine impact on CBH project. Additional services may be required if additional traffic impact analysis are needed.
- **Geotechnical Engineering:** Perform soil borings in (3) of locations within the site limits. Borings will be used to assess the soil's structural capacity and infiltrations capability.
- **Site Design:** Focus on the development of the building footprint and associated site amenities.
- **Water Model** – Provide proposed design criteria for domestic and fire sprinkler systems.

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- **Civil Design** – Documents will be completed to a level required by JCC and will be submitted for the 1st review process.

Building Design Deliverables:

- Building Programming – Review with CBH current programming requirements and provide an updated recommendation for changes and improvements. Develop the final programming and verification for each space needs.
- Design alternatives will be developed in conjunction with CBH including user, stakeholder, and executive group feedback prior to final design development.
- Develop Architectural Design Documents to include floor plans and exterior elevations.
 - Develop Structural concept for basis of design drawing and narrative. Review geotechnical report and coordination with geotechnical engineer on recommendations for foundation design.
 - Develop Mechanical, Electrical, Plumbing, and Fire Protection basis of design narrative along with floor plan equipment and fixture layouts
 - Develop design for building security systems, access control and audio/visual systems based accessing the needs of CBH.
- Develop color, 3D renderings of facility, including exterior renderings and interior renderings.
- Conduct coordination meetings with CBH Working Group as needed throughout the Design Phase.
- Provide presentations/briefings of design to stakeholders or other entities.

Meetings: Conduct meetings with department leadership to review program requirements, floor plan layout, risk assessment for each type of department, and overall building efficiency discussions. Discussions for planning on future department expansions to the building.

- Design meetings to be held every other week with discussion on building and sitework design along with schedule and budget.

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October 9, 2024

Exhibit "G" – Project Budget

CSI Div.	Description	Total Cost
01	General Conditions and General Requirements	\$951,498
01	Design and Administration	\$865,000
02	Existing Conditions	\$198,000
03	Concrete	\$268,063
04	Masonry	\$197,368
05	Metals	\$448,200
06	Wood, Plastics, and Composites	\$203,075
07	Thermal and Moisture Protection	\$592,497
08	Openings	\$712,760
09	Finishes	\$934,877
10	Specialties	\$45,625
11	Equipment	By Owner
12	Furnishings	By Owner
14	Conveying Equipment	N/A
21	Fire Suppression	\$107,110
22	Plumbing	\$471,900
23	HVAC	\$843,700
26	Electrical	\$605,400
27	Communications	In Electrical
28	Electronic Safety and Security	\$280,000
31	Earthwork	\$1,327,563
Subtotal:		\$9,052,636
Mark-ups:		
	Project Contingency - (Excludes Owner Contingency)	6%
	<i>Includes Contractors Design and Construction Contingency</i>	
	Insurance, Builders Risk, Business License	1.2%
	Project Escalation	3%
	Performance and Payment Bond	1.2%
	Overhead and Profit	5.0%
TOTAL HENDERSON INC. CONSTRUCTION COST:		\$10,628,414

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C240325 - Interim Agreement - Crisis Services Center

Final Audit Report

2024-11-22

Created:	2024-11-18
By:	Kisha Young (KYoung@colonialbh.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPzMKEO0yj2crN00nQ4wXaSYShh85aVzN

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-  Document created by Kisha Young (KYoung@colonialbh.org)
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