

COMPREHENSIVE AGREEMENT

between

THE CITY OF EMPORIA, VIRGINIA

and

ENGLISH CONSTRUCTION_COMPANY, INC.

for

DESIGN AND CONSTRUCTION OF A NEW POLICE HEADQUARTERS

BUILDING

Dated _____, 2025

THIS COMPREHENSIVE AGREEMENT (this "Agreement" or this "Contract") is entered into as of _____, between the CITY OF EMPORIA, VIRGINIA (the "City"), a municipal corporation of the Commonwealth of Virginia, and ENGLISH CONSTRUCTION COMPANY, INC. ("English"), a Virginia stock corporation. The City and English are referred to individually as a "Party" and collectively as the "Parties."

Recitals

1. The City has adopted Public-Private Education Facilities and Infrastructure Act of 2002 - Guidelines, establishing procedures for the development of public facilities through public-private partnerships ("Guidelines"), which procedures satisfy the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002, Chapter 22.1, Title 56, Code of Virginia, 1950, as amended ("PPEA").
2. The City received an unsolicited proposal under the **PPEA** and the Guidelines from English for the design and construction of a new police headquarters building in the City (the "Project").
3. The City has determined that, among other things, it would be advantageous to proceed with procurement of the Project using procedures for competitive negotiation, rather than using sealed, competitive bids, given the probable scope, complexity and urgency of the Project; the merits of risk-sharing and the potential for added value; and the economic benefit from the Project that might otherwise not be available.
4. The City advertised for competing proposals as required by the PPEA and the Guidelines, and received one other proposal.
5. After reviewing the proposals, the City selected English for negotiation of a comprehensive agreement for the Project.
6. As required by the PPEA, City Council has held a public hearing to receive citizen comment on the proposal and the Project.
7. The Parties acknowledge and agree that this Agreement will function as the Contract for purposes of the Project.
8. Having considered this Agreement and other information, the City has determined that the Project to be designed and constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Section 56-575.4(C) of the Code of Virginia, 1950, as amended (the "Code"), and posted this Agreement for public inspection in accordance with the PPEA and the Guidelines.

NOW THEREFORE, WITNESSETH: for and in consideration of the mutual promises, conditions and covenants herein set forth, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Contract Documents.** The Contract Documents are comprised of the following:
 - a. This Agreement, including all exhibits and attachments, executed by the Parties.
 - b. Insurance certificates of coverage, the Performance Bond and Labor and Material Payment Bond, each Payment Application, and certificates of Substantial and Final Completion.
 - c. Plans and Drawings approved by the City.
3. **General Scope.** English shall perform, provide or cause to be provided all Work for the development of the Project, including all design services. A site plan, detailed scope of work and English's proposal for the Project are attached hereto as **Exhibit A**. English agrees that the design team, engineers, public safety consultants, and other consultants and members of the team submitted in the proposal and present at the oral interviews will work on this Project, and will not be changed without the written approval of the City.
4. **Interpretation; Intent and Incorporation.**
 - a. The Contract Documents are intended to permit English to complete the Project and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict and to accomplish the Project contemplated hereby, with words and phrases interpreted in a manner consistent with industry standards.
 - b. Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given to them in this Agreement.
 - c. The Contract Documents form the entire agreement between the Parties. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

5. **Ownership of Work Product.**

- a. **Work Product.** Conditioned only upon payment of fees due to English for services that have been performed under the Contract, all drawings, specifications and other documents and data furnished by English to the City under the Contract (collectively, the "Work Product"), whether fully or partially completed, are deemed to be the sole property of the City, which shall include but not be limited to, all Work Product for the Project that has been or will be prepared or created by or on behalf of English for the Project, as well as any and all derivations, modifications, changes, translations, revisions, elaborations, adaptations, or transformations of the Work Product. This provision shall not relieve English from, or modify English's sole responsibility for, any and all liability for all of its Work under the Agreement (including labor and materials). It is understood and agreed that all Work Product prepared by or on behalf of English for this Project will be applicable only in respect to the Project. The Work Product is not intended or represented to be suitable for use or reuse by the City or others for a material extension of the Project or on any other project. The City has the right, itself or by and through other design professionals, to modify the Work Product prepared by English for use in connection with the Project or for any other use whatsoever. In such event, English shall have no liability for such modifications. English shall ensure that its consultants agree in writing to the granting of limited, irrevocable, and non-exclusive licenses for use in this Project of the Work Product produced by the consultants for English that English has agreed to provide to the City in this Agreement.

- b. **Retained Rights of English.** The City acknowledges that English or its consultants may have developed materials prior to entering into this Agreement, and may own other patent, trade secret, and proprietary rights in techniques and concepts related to interior design elements that were not conceived or first produced by English in connection with this Project (collectively "English Intellectual Property"). English Intellectual Property is proprietary to English and shall remain English's exclusive property. English identifies to the City that all English Instruments of Service are Intellectual Property. English hereby grants to the City an irrevocable non-exclusive license to English's Intellectual Property to the extent it is incorporated in any Work Product delivered to the City by English hereunder. Submission or distribution of any Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of English and their consultants.

- c. **Record Drawings.** Prior to Final Completion, English shall deliver a full set of record drawings for the Project. The record drawings shall contain a final set of drawings showing the as-built condition of the Project, including all conditions, locations and dimensions. The record drawings shall contain the plans, specifications, addenda, shop drawings, and any other information necessary to show the final condition of the Project, the actual locations of any permanent structures, piping and utilities, the depths of foundations, pilings and caissons, and the integration of any Change Orders into the Work carried out pursuant to the Project. Intellectual property rights in the record drawings shall belong to the City. The record drawings shall be on paper, PDF, and AutoCAD formatted.
- d. **Patent Indemnity.** English shall defend, indemnify and hold harmless the City, its employees, officers, boards, board members, representatives, and agents against liability, including costs and attorney's fees, arising from any claim of patent, copyright, or trademark infringement (or unauthorized use) arising from providing any of the design services provided under this Agreement, unless such infringement occurred at the express direction of an authorized agent of the City. This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

6. **Contract Price.**

- a. **Contract Price.** English agrees to complete the Project and the City agrees to pay English the Contract Price of \$19,026,043, subject to adjustments made in accordance with this Agreement, specifically including the second paragraph of Section 6(b) below. The Contract Price is currently based on a preliminary Schedule of Values **Exhibit B**. At 35% and 65% completion of the design of the Project, English will upgrade the Schedule of Values. Unless otherwise provided in the Contract Documents, the Contract Price includes all sales, use, consumer and other taxes imposed by law or any governmental authority. English shall be wholly responsible to fully complete the Project at no compensation above the Contract Price, subject to any adjustments in the Contract Price made as a result of changes made in accordance with this Agreement. The Parties have agreed on a list of Clarifications as to the project, which are set forth in **Exhibit C**.
- b. **Contingency.** The Contract Price includes a contingency (the "Contingency") in the amount of \$600,000. The Contingency shall be available for the use of English during design and construction in the event that the cost of materials, labor or subcontractors when actual hard bids are received are higher than those used by English in

arriving at the Contract Price. If, at the conclusion of Construction of the Project there is any balance remaining in the Contingency, it will be shared by the City and English on a 50/50 basis. All uses of the Contingency will be documented monthly for the City's information. English will provide the City with written documentation of the numbers used in arriving at the Contract Price and the actual hard bids to justify any use of the Contingency. Use of the contingency must be approved by Downey & Scott (Project Manager), whose approval shall not be unreasonably withheld.

c. **Plans, Specifications and Submittals.**

- i. The general character and scope of the Work are illustrated by the plans and the specifications prepared by the Contractor's Architect/Engineer and in the Contractor's PPEA submission. The level of detail shown on the plans and stipulated in the specifications shall be sufficient to clearly demonstrate to the City that the design conforms to the requirements described in the Proposal for the Project. The Contractor shall carry out the Work in accordance with the plans and specifications and any additional detail drawings and instructions provided by the A/E.
- ii. Submittals must be approved by the City's Project Manager for review prior to commencement of Work or installation or incorporation of any equipment or supplies into the Project. Unless express written authorization from the City's Project Manager has been given, proprietary equipment or supplies shall not be included in the design of the Project.
- iii. English shall maintain a complete set of plans, specifications, and submittals, including draft as-built drawings, onsite at all times.

d. **Change Orders.** Change Order proposals from each of the Parties shall be submitted in writing, with sufficient clarity and detail for the other Party to evaluate the Change Order proposal. The Parties shall negotiate in good faith and as expeditiously as possible regarding Change Orders. All Change Order proposals from English must include documentation itemizing the estimated quantities and costs of materials, equipment and labor required and the markup percentages used. Back-up data must be provided for all labor, materials, and equipment costs listed in a Change Order Proposal. Back-up data includes: receipts, bill of sale, manpower/material breakdown, etc.

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

such changes:

For English: 5.0% fee

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

f. **Allowances.** The contract includes the following allowances:

Brick	\$600 per thousand
Casework	\$95,000
Roof terrace	\$40,000
Flooring including base	\$8 per SF
Acoustical panels	\$40,000
Canopy	\$15,000
Lockers	\$46,800
Blinds	\$45,000
Landscaping	\$40,000
Stormwater Detention	\$200,000
Rolling Assets Building	\$507,600
Video Surveillance	\$75,884
Low Voltage.IT/Access Control	\$284,565
Audio/Visual	\$94,855
E911 Equipment	\$490,500
Radio Tower	\$150,000
K9/Kennel area	\$53,200
Additional Access Control (57 doors)	\$171,000

In the event that any portion of an allowance is not used, the Contract Price will be reduced by that unused amount. In the event that the costs exceed the allowance, the Contract Price will be increased to reflect the actual cost or, at the City's option, the scope of the Project will be reduced.

7. Payment.

a. Progress Payments.

- i. English shall submit to the City on the twentieth (20th) day of each month a Payment Application for Work performed during the immediately prior month in accordance with the Project Schedule and the Schedule of Values. Each Payment Application shall bear a certificate that, to the best of English's knowledge and belief, (1) all Work during the pay period was carried out in accordance with this Agreement and any applicable laws and permits, (2) all subcontractors and materialmen required to be paid previously during the course of the Contract have been paid, and (3) English is legally entitled to payment. All Payment Applications shall be emailed to Downey & Scott as Project Manager.
- ii. The Parties shall have a monthly pay meeting as scheduled by the Project Manager, which may be held electronically. English, the Project Manager, any A/Es who have provided design work during the previous month, and representatives of principal subcontractors, if any, providing Work in the previous month should also attend the monthly pay meeting. The attendees should also discuss:
 1. Progress of the Work;
 2. Status of any pending Change Orders;
 3. Any general issues with the Work;
 4. Any potential delays due to weather, transportation delays, issues with price or availability of materials, or similar matters;
 5. Such other matters as, in the judgment of the attendees, may make the progress of the Work continue more smoothly.
- iii. The City shall make payment for Work properly performed in

accordance with the Contract Documents within forty-five (45) days after receipt of each properly submitted and accurate Payment Application, but in each case less the total of payments previously made and less amounts properly withheld. The City can pay English electronically or by paper check. Payments will either be mailed or deposited into a checking account. To receive payments electronically, an ACH form must be completed, provided with a voided check, and returned to the address above. By signing the ACH form, the City is authorized to initiate credit entries and, if necessary, debit entries and adjustments for any errors.

- b. **Prompt Payment to Subcontractors and Materialmen.** Within seven (7) days after receiving any progress payment, English must either:
 - i. Pay each subcontractor or materialman its proportionate share of the total payment received from the City attributable to the Work performed or materials provided; or
 - ii. Notify the City and the subcontractor or materialman, in writing, of its intention to withhold all or part of the subcontractor's or materialman's payment with the reason therefor.

- c. **Retainage on Progress Payments.**
 - i. The City will retain five percent (5%) of the amount of each Payment Application.
 - ii. Upon Final Completion of the Project and approval of the final Payment Application, the City shall release to English all retained amounts. The City agrees to consider reducing the retainage as the Work progresses upon request of English.

- d. **Final Payment.** English shall submit its final Payment Application to the City after Final Completion of the Project. If the City finds that all portions of the Work including any punch list items identified by the City or English have been completed, the City shall make payment on the final Payment Application within sixty (60) days after receipt of the same, provided that English has satisfied the requirements for final payment.

- e. **Lender Requirements.** In the event that the City obtains a loan or other financial assistance from a third party in connection with the financing of the Project, English shall comply with all conditions established by such lender or other financial source in connection with Payment Applications under this Agreement.

- f. Payments due and unpaid by the City, whether progress payments or final payment, shall bear interest commencing forty-five (45) days after payment is due at a rate equal to the then current prime rate.

8. Contract Time and Project Schedule.

- a. **Date of Commencement.** The Work shall commence at the time set forth in the City's written Notice to Proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing.
- b. **Preconstruction Meeting.** Within fourteen (14) days following receiving the Notice to Proceed, the Parties shall have a preconstruction meeting. Project managers from English, the City, the A/E, and principal subcontractors should attend the preconstruction meeting. Among matters to be addressed are: (1) schedule of the Work; (2) procedures for approval of Submittals; (3) change order procedures; (4) potential issues with materials or labor; (5) any other matters the Parties, A/E, or subcontractors believe would advance the Project.
- c. **Project Schedule.** Following the completion of the design work and not to exceed ninety (90) days, English shall prepare and submit to the City a complete, detailed Project Schedule showing the progress of Work on the Project using a critical path method (CPM) methodology. Such CPM schedule shall meet the time schedules provided in subsection 8.d.i. When the time schedules are established by English and accepted by the City, a Cash Flow Projection for the Project will be provided by English to the City. English will provide the schedule to the Project Manager in pdf and MS Project format. The schedule shall include the following columns: float, actual start, actual finish, and % complete. Schedule updates shall be provided monthly, and shall be submitted with the Payment Application.
- d. **Substantial Completion and Final Completion.**
 - i. The Project Schedule is attached as **Exhibit D** and has the Substantial Completion Date and Final Completion Date for the Project. The total number of days for the entire project is ____ days from English's receipt of the City's Notice to Proceed.
 - ii. If English's critical path for performance of the Work is delayed due to strikes, fires, rebellion, unusual delays in transportation, unavailability of materials, or other causes outside the control of English or any of the subcontractors for which it is responsible,

with the exception of weather in the event that weather occurs that exceeds normal expectations based on National Weather Service statistics for the City of Emporia, the Contract Times for performance shall be reasonably extended by the number of days the critical path is extended. Delays in the performance of the Work due to weather or the unavailability of materials shall be documented by English, and submitted to the City's Project Manager in writing monthly.

iii. The Parties shall schedule regular meetings during the design and construction of the Project to go over the Project Schedule, any major issues that either party has identified, review of change orders and the Project's budget, and any other issues that may be identified by either Party to make sure that the Project advances on schedule and within budget.

e. **Liquidated Damages.** The Parties recognize that time is of the essence with respect to all dates set forth in the Contract, and that the City will suffer financial loss if Substantial Completion of the Work is not performed within the time specified in the Contract including any time extension(s) allowed pursuant to the Contract. The Parties further recognize the difficulty of proving actual loss to the City in the event of a failure to achieve Substantial Completion in accordance with the date established in the Contract. Accordingly, instead of requiring such proof, English acknowledges that the rate of the liquidated damages set forth herein is reasonable and does not constitute a penalty. English agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Dates, English shall pay on demand to the City One Thousand and no/100 Dollars (\$1,000.00) per day as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. An additional \$500 per day shall be added for each day the Final Completion Date extends beyond the Scheduled Final Completion Date. e liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the City which are occasioned by any delay in achieving Substantial Completion. English hereby waives any defenses that the liquidated damages are a penalty or do not bear a reasonable relation to the actual damages.

9. **Plan of Finance.** The City will arrange to finance the costs of the Project in a manner that results in the availability of funds in the amounts and at the times required to meet the projected needs for the Project. This contract is contingent on the City issuing bonds or having bank financing to fund the project. The City will notify English when such financing has been finalized

and funds are available. Any work English performs prior to receiving notification of funding is done at their risk.

10. **Permitting and Approvals.** English shall be responsible for obtaining all necessary federal, state and local permits and approvals and shall construct the Project in compliance with all applicable laws and regulations.

11. **Construction.**

- a. All construction provided or caused to be provided by English shall be performed pursuant to the Contract Documents, in full compliance with all applicable laws and regulations, and applicable permits, both public and private.
- b. The City, its employees, its agents, and its consultants shall be afforded access to the Project during regular business hours in the City of Emporia, Virginia, or at any time when Work is actually being carried out to ensure that English's activities are acceptable to the City and are being performed in accordance with the Contract, and that the Work is being properly maintained.
- c. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging, shall be protected with sediment and erosion control measures in accordance with federal, state, and local requirements.
- d. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging shall be restored to their original condition or as otherwise required by federal, state and local permits and/or agreements with the respective landowners.

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

- a. **The City's Right to Stop Work.** At any time and without cause, the City may suspend the Work or any portion thereof for a period of not more than thirty (30) consecutive days by notice in writing to English which shall fix the date on which Work will be resumed. English shall resume the Work on the date so fixed. English shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if English makes a claim therefor. Provided, however, if the City suspends Work or any portion thereof due to its reasonable judgment that English has or is violating the Contract or any requirement thereof, including but not limited to violations of any applicable laws or regulations related to jobsite safety, then English shall not receive any adjustment in the

Contract Price or extension of the Contract Times, even if it is determined that no violation actually existed.

b. The City's Right to Terminate for Cause.

- i. If English repeatedly fails to (i) provide or cause to be provided a sufficient number of skilled workers; (ii) supply the materials or equipment required by the Contract; (iii) comply with applicable laws and regulations; (iv) timely pay, without cause, design consultants or subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if English (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the right to terminate the Contract as set forth herein.
- ii. Upon the occurrence of an event set forth in subsection 12.b.i above, the City may provide written notice to English that it intends to terminate the Contract unless the problem cited is cured, or reasonably commenced to be cured and diligently pursued thereafter, within seven (7) days of English's receipt of such notice. If English fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to English of its intent to terminate the Contract within an additional seven (7) day period. If English, within such second seven (7) day period, fails to cure, or reasonably commence to cure, or after having commence to cure fails to diligently pursue cure, of such problem, then the City may declare the Contract terminated for default by providing written notice to English of such declaration. The City may provide copies of any notices to the surety on the performance bond and, in the City's sole discretion, elect to pursue any remedies that may be available under the terms of the performance bond in lieu of proceeding with the termination.
- iii. Upon declaring the Contract terminated, the City may enter upon the premises and, to the extent the City has made payment, take possession, for the purpose of completing the Work, of all English's (not subcontractor's) materials, equipment, tools,

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

- iv. If the City improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience and the City will reimburse English for such costs and expenses incurred in connection with the improper termination in accordance with Section 13.

c. **The City's Right to Terminate for Excessive Cost.** If at any point the City desires to terminate this Contract because the cost of the Project is too great or for other financial considerations, as determined in the sole discretion of the City, then the City may terminate this Contract without penalty and without further obligation to English. However, the City will be and remain responsible to English for any unpaid Work and/or services provided pursuant to the Contract through the Contract's termination date.

d. **English's Right to Stop Work.**

- i. English may, in addition to any other rights afforded under the Contract Documents or at law, stop Work upon the City's failure to pay for portions of the Work properly performed in accordance with the Contract Documents.
- ii. Should this occur, English has the right to provide the City with written notice that English will stop Work unless said event is cured within seven (7) days from the City's receipt of the notice. If the City does not cure the problem within such seven (7) day period, English may stop Work. If the City later cures the problem and the parties agree to resume Work on the Project,

then English shall be entitled to an equitable adjustment to the Contract Price and Contract Time(s) to the extent that English has been adversely, materially, and demonstrably impacted by such stoppage and if English is not in default under the Contract and is otherwise prepared to proceed with the performance of the Work in accordance with the provisions of the Contract Documents.

Notwithstanding the foregoing, English shall not stop Work because of any dispute with the City about all or any portion of any amount for which English has submitted a Payment Application as long as the City pays for such portion of the same about which there is no dispute.

e. English's Right to Terminate for Cause.

- i. English, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons specified in clauses ii. through iv. below:
- ii. The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, because of an order by a court or any government authority having jurisdiction over the Work, or orders by the City under subsection 12.a.i hereof, provided that such stoppages are not due to the acts or omissions of English or anyone for whose acts English may be responsible. This provision shall not apply and shall not be a basis for termination to the extent that any stoppage is related to or arises as a result of any delay by a governmental agency in issuing a permit or restrictions set forth in or applicable to a permit issued by a regulatory authority which is applicable to the Work.
- iii. The City's failure to provide English with any information, permits or approvals that are the City's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, provided that English diligently pursues approval of any such permits or approvals, even though the City has not ordered English in writing to stop and suspend the Work and such failure of the City was not due to the acts or omissions of English or anyone for whose acts English may be responsible.
- iv. The City's failure to cure the problems that English has

specified in its written notice under subsection 12.c.ii after English has stopped the Work.

- v. Upon the occurrence of an event set forth above, English may provide written notice to the City that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within ten (10) days of the City's receipt of such notice. If the City fails to cure, or reasonably commence to cure, such problem, then English may give a second written notice to the City of its intent to terminate within an additional ten (10) day period. If the City, within such second ten (10) day period, fails to cure, or reasonably commence to cure, such problem, then English may declare the Contract terminated for default by providing written notice to the City of such declaration. In such case, English shall be entitled to recover in the same manner as if the City had terminated the Contract for its convenience.

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

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

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

- a. English will maintain surety performance and labor and materials payment bonds in the amount of the Contract Price for the term of the Contract and provide such bonds to the City. The bonds will be issued by a company licensed to issue surety bonds in the Commonwealth of Virginia with an A. M. Best rating of A- or better and meet the requirements of Section 2.2- 4337 of the Code, and be in a form acceptable to the City Attorney. The bonds shall be provided to the City not later than the date on which the first building permit for the Project is obtained.

- b. English shall cooperate with the City to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of the bonds provided hereunder.
- c. English shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the issuance of any earth- disturbing or other permit and any bonds or security required by any other governmental authority.

15. **Indemnification.** English will defend, indemnify and save harmless the City, its employees, officers, boards, board members, representatives, and agents from and against any and all claims, losses, costs, damages or liabilities of any kind caused by English, its employees, agents, subcontractors, and/or materialmen in connection with the Work performed under this Agreement, or failure to perform such Work under this Agreement. This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

16. **Insurance.**

- a. English will maintain a general liability policy with \$2,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the City, its employees, officers, boards, board members, representatives, and agents as additional insureds. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.
- b. English will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for English to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. English will also carry employers' liability insurance with a limit of at least \$500,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$500,000 bodily injury by disease each employee.
- c. English will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

- d. English will maintain professional liability insurance with a limit of at least \$2,000,000 covering all Work on the Project.
- e. English will maintain errors and omissions coverage and builders risk coverage on a replacement cost basis for the duration of the Contract. The required coverage will be the full replacement cost of the building and/or structures being built under this Contract, which the parties agree shall be the same as the Contract Price. The City will be listed as an insured under this policy to protect any property owned at the construction site. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.
- f. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of including but not limited to additional insured endorsements. All wording limiting the insurer's responsibility to notify the City of any cancellation or non-renewal of the coverage must be removed.
 - i. English shall be responsible for the filing and settling of claims and liaison with insurance adjusters.
 - ii. English shall send proofs of coverage to the City, which shall be deemed to have approved of such policies unless, within thirty (30) days after receipt thereof, the City shall by notice in writing advise English to the contrary.
- g. The City reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to English. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally, provided, however, that if the policy or insurer is rejected, then English shall be entitled to request, and the City shall grant, an adjustment of the Contract Price if English's costs are adversely impacted by such rejection and subsequent coverage with another policy or insurer.
- h. English shall waive all rights of subrogation against the City.

- i. In addition to providing the City with copies of any and all certificates of insurance as described herein, English also shall provide copies of all applicable additional insured endorsements.

17. Representations and Warranties.

- a. The City hereby represents and warrants to English as follows:
 - i. The City is a political subdivision operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with, and subject to, the terms and conditions of this Agreement.
 - ii. Each person executing this Agreement on behalf of the City is duly authorized to execute each such document on behalf of the City.
 - iii. Neither the execution and delivery by the City of this Agreement and any other documents executed concurrently herewith to which the City is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with, or will result in a default under or violation of, any other agreements or instruments to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, investigation or litigation pending and served on the City as of the date of this Agreement which challenges the City's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the City is a party, or which challenges the authority of the City official executing this Agreement or the other related documents, and the City has disclosed to English any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the City is aware.
- b. English hereby represents and warrants to the City as follows:
 - i. English represents that it is licensed to conduct business in Virginia, and in signing this Agreement as well as such comprehensive agreement as may be entered into between the parties, has full power and authority to bind itself to the terms thereof.
 - ii. English 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 English is a party.

- iii. Each person executing this Agreement or any other related document on behalf of English has been or will at such time be duly authorized to execute each such document on behalf of English.
- iv. Neither the execution and delivery by English of this Agreement and the other related documents to which English is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under, or a violation of, the governing instruments of English 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 English which challenges English's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which English is a party, or which challenges the authority of the English official executing this Agreement or the other related documents; and English has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which English is aware.
- vi. English is in material compliance with all laws, regulations and ordinances applicable to English or its activities in connection with this Agreement and the other related documents.
- vii. English is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

18. **Warranties: Assignment.**

- a. **General warranty of Work.** English warrants that all of the Work furnished as part of the Project is in accordance with the requirements of the Contract Documents, free from defect or inferior materials or equipment, and of such quality workmanship as shall be consistent with the standard of care, quality, judgment, and attention as is industry standard in the construction industry for the type of work performed, for a period of one (1) year after the date of Final Completion, and unless otherwise agreed in writing by the City, in the City's sole discretion, all materials and equipment furnished are new and in first-

class condition. English will, at Final Completion and acceptance, provide the City with a list of extended warranties that English or the manufacturers of materials are assigning to the City, if applicable. All warranties provided or assigned to the City are to be construed as cumulative, so as to maximize the City's warranty protection.

- b. **Repairs.** If, within the warranty period, the City finds that warranted Work must be repaired or changed because the materials, equipment, or workmanship were inferior, defective, or not in accordance with the Contract Documents and industry standard for the type of work performed, English shall promptly, and without expense to the City:
 - i. Place all warranted Work in a condition consistent with the warranties and reasonably satisfactory to the City;
 - ii. Correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work in a manner reasonably satisfactory to the City; and
 - iii. Correct any Work, materials, or equipment disturbed in fulfilling the warranty in accordance with industry standard and reasonably satisfactory to the City.

Should English fail to proceed promptly in accordance with all warranties, the City may have the Work performed by another and submit English a bill therefor, which must be paid within thirty (30) days of receipt.

- c. **Transfer of Warranties.** English shall obtain transferable guarantees or warranties for equipment, materials, or installation to the extent furnished by any manufacturer or installer in the normal course of business or trade. English shall obtain and furnish to the City all of the information required to make such guarantee or warranty legal binding and effective for the City.
 - d. **No Waiver.** The City's acceptance of a warranty is not an election of remedies and does not waive any other right or remedy available to the City at law or in equity.
19. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Contract shall be resolved as follows:
- a. Contractual claims, whether for money or for other relief, shall be submitted to the Project Manager, in writing, no later than sixty (60) days after Final Payment; however, written notice of English's intention

to file such claim must be given within fourteen (14) days of the time of the occurrence or beginning of the Work upon which the claim is based. Such notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the City or its agents that allegedly caused or may cause damage to English and the nature of the claimed damage. Failure to submit such notice of intent within the time and in the manner required shall be a conclusive waiver of the claim by English. English is not prevented from submitting claims during the pendency of the Work, and the City shall not be obligated to render a final written decision on any claim until after Final Payment. Proposed or requested Change Orders, demands for money compensation or other relief, and correspondence and emails to the City or its representatives, which do not comply with the requirements of this Section, shall not be considered claims under this Section.

- b. Whenever a Party disagrees with the other Party's final decision on a claim or dispute arising under or related to this Contract, its sole right of appeal shall be by filing, within six (6) months of date of the other Party's final decision, litigation in either the Circuit Court of the City of Emporia, Virginia or the United States District Court for the Eastern District of Virginia and may pursue all available appeals from such courts. These two courts shall have exclusive and binding jurisdiction and venue over any and all claims arising under the Contract.
- c. Prior to filing litigation, the Parties may first endeavor to resolve any disputes or claims between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation. If the Parties agree to attempt mediation, then within thirty (30) days of receipt of the notice requesting mediation, the Parties shall attend a formal mediation conducted by a single, impartial mediator. Where agreed by the Parties, the appointment of the mediator may be by The McCammon Group and in accordance with the rules of the same. The Parties shall share evenly the fees of the mediator and each shall bear its own costs involved in participating in the mediation. If they opt to mediate, the Parties shall participate in the mediation process in good faith. The process shall be concluded within forty-five (45) days of filing of the notice requesting mediation. Should the dispute or claim remain unresolved following mediation or should the time limit described herein occur during the course of mediation, either Party may proceed in order to preserve its rights, but mediation shall not extend the time period set forth herein. If the claim or dispute is not resolved by mediation, failure to file an appeal of the other Party's final decision within six (6) months after such decision is issued in writing shall result in the other Party's final written decision becoming final and subject to no further appeal.

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

To the City:

City of Emporia
City Manager
201 South Main Street
Emporia, Virginia 23847

To English:

William Amos, Vice Present
English Construction
615 Church Street
Lynchburg, Virginia
24504

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

21. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Contract may not be assigned without the prior written consent of the Parties to this Agreement. Notwithstanding the foregoing, if financing is obtained for the Project, the City may assign the Contract to a third party, as needed, consistent with the financing. The Contract may also be assigned to a mortgagee(s)/trustee(s) of deed(s) of trust of the fee or leasehold interest in the Site or portions of them. English hereby consents to collateral assignment of the Contract in favor of such mortgagee(s)/ trustee(s) of deed(s) of trust, in a form reasonably satisfactory to such mortgagee(s)/ trustee(s), provided that no such assignment shall release the City from its

obligations to English under the Contract.

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

and understandings between the Parties concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to the Contract shall be binding upon the Parties unless reduced to writing in a formal amendment signed by each Party. The City Manager, or his designee, shall execute such amendment(s) on behalf of the City, and shall have full authority to do the same. The President, or a Vice President, shall execute such amendments on behalf of English, and shall have full authority to do the same.

28. **Governing Law.** This Agreement and the Contract Documents shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The provisions of this Agreement and the Contract documents shall not be construed in favor of or against either Party but shall be construed according to their fair meaning as if both Parties jointly prepared this Agreement and the Contract Documents.
29. **Annual Appropriation: Filing With Auditor of Public Accounts.** The financial obligations of the City contained in the Contract are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the City shall submit a copy of the Agreement to the Auditor of Public Accounts, to the extent required by Section 56-575.9(F) or Section 56-575.18 of the Code.
30. **Conditions Precedent and Subsequent to Agreement's Effectiveness.** It shall be a condition precedent to this Agreement's effectiveness that it first be approved by City Council as evidenced by the signature of the City Manager on behalf of the City on the signature pages hereof.
31. **Compliance with Laws.** English, its officers, agents, employees, and any other persons over whom English has control shall comply with all presently or subsequently adopted applicable laws, regulations, rules, ordinances, and codes of federal, state, and local governmental bodies, including the Emporia City Code, in connection with the Project.
32. **Covenant of Non-Discrimination.** English will not discriminate against any subcontractor, materialman, employee, applicant for employment, or other applicable person, because of race, color, religion, sex, national origin, age, physical or mental disability, military status, status as a veteran, marital status, pregnancy, childbirth or related medical conditions (including lactation), sexual orientation, gender identity, or any other basis prohibited by federal or Virginia law. English agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this covenant. Further, English, in all solicitations or advertisements for employees, will state that it is an equal employment opportunity employer. Notices, advertisements, and solicitations placed in

accordance with Virginia law and federal law, rules, or regulations shall be sufficient for the purpose of meeting these requirements. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.

33. **Drug-Free Workplace Policy.** During the Project, English agrees to (i) provide a drug-free workplace for its employees consistent with all applicable state and federal regulations; (ii) post in conspicuous places, available to its employees and applicants for employment, a statement notifying its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or marijuana is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition; (iii) state in all solicitations or advertisements for its employees placed by or on behalf of English that English maintains a drug-free workplace. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement. A "drug-free workplace" shall have its meaning under the Code.
34. **Employment of Illegal Aliens Prohibited.** English covenants that it does not, and shall not, during the performance of the Project, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.
35. **Minority and Women-Owned Businesses.** In the performance of the Project, English agrees to use its best efforts to abide to increase opportunity for small, minority-owned, and women-owned businesses (as defined in Section 2.2-4310 of the Code) in applicable subcontracts.
36. **Evidence of Authority to Transact Business in Virginia.** Upon request, English shall provide documentation acceptable to the City establishing that it is authorized to transact business in Virginia as a Virginia stock corporation under the Code. English shall not allow its existence or its certificate of authority or registration to transact business in Virginia to lapse or to be revoked or cancelled at any time during the Project. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.
37. **Severability.** Any provision, term, covenant, or part of this Agreement held by a court of competent jurisdiction to be void or otherwise deemed unenforceable under any applicable law shall be deemed stricken and all remaining provisions, terms, covenants, or parts of this Agreement shall

continue to be binding and remain in full force and effect. Upon such provision, term, covenant, or part of the Contract being stricken, this Agreement shall be treated in a manner by the Parties that comes as close as possible to expressing the original intent.

38. **Workplace Safety.** English, at its sole expense, shall be responsible for ensuring its workplace, employees, agents, representatives, and any other persons performing Work under this Agreement conform to all federal and Virginia laws, regulations, and guidelines concerning workplace safety, including but not limited to, controlling the spread of COVID-19. Further, English shall defend, hold harmless, and indemnify the City, its employees, officers, boards, board members, representatives, and agents for any and all fines, penalties, costs, attorney's fees, judgments, and the like which may arise against the same as a result of a noncompliant workplace operated by English. The indemnification obligation hereunder shall survive the termination or expiration of this Agreement for a period of five (5) years.
39. **Third-party Rights.** Nothing in this Agreement shall be construed as granting any rights to any person who is not a Party to this Agreement.
40. **Subcontractors and Materialmen.** Upon the City's request, English shall provide a listing of all prime subcontractors and materialmen for the Project, performing Work or providing materials for the Project, including their (i) name; (ii) contact information; (iii) address; (iv) phone number; (v) Work to be performed/Materials to be provided; (vi) subcontract amount; (vii) amount actually paid; and (viii) any other information requested. English shall be fully responsible to the City for all acts and omissions of all succeeding tiers of subcontractors and materialmen performing Work or providing materials under the Agreement just as English is responsible to the City for its own acts and omissions.
41. **Right to Inspect.** The City shall have access to any books, documents, and records of English pertinent to the Work, Work Product, or provided for the Projects for the purpose of making audits, examinations, excerpts, or transcriptions. All such records shall be maintained by English for at least five (5) years after the City has made final payment thereto.

(Remainder of Page Intentionally Left Blank)

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

CITY OF EMPORIA

By:
Name:
Title:

(SEAL)

Attest:
Name:
Title:

ENGLISH CONSTRUCTION COMPANY, INC.

By:
Name:
Title:

(SEAL)

Attest:
Name:
Title:

(SEAL)

Approved as to form: _____
City Attorney/Designee

Exhibit A

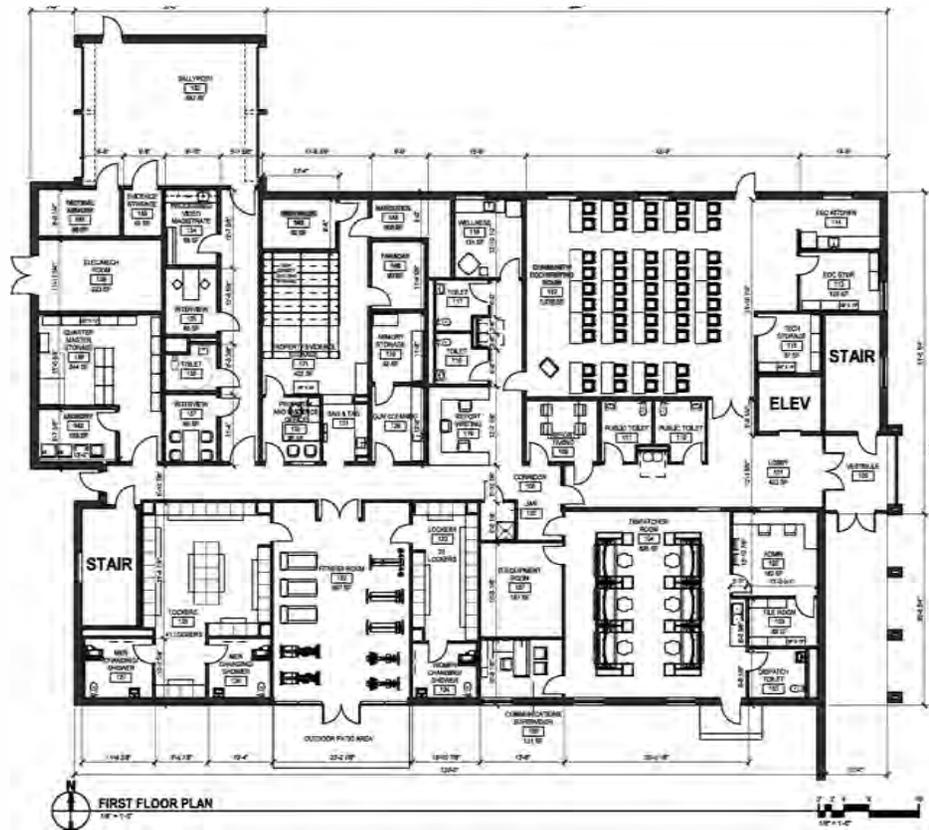
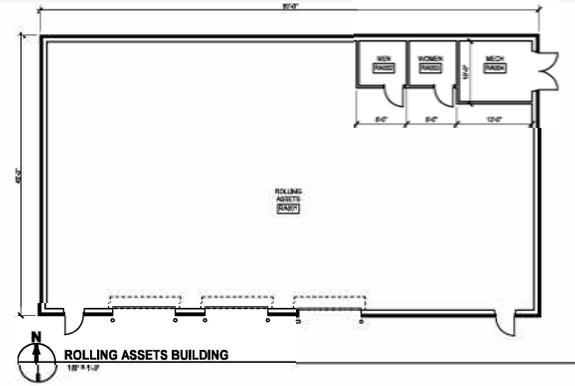


Exhibit A



SECOND FLOOR
1/8" = 1'-0"



7/24/2025 2:13:41 PM

PROJECT NO.	5099
DATE	JULY 29, 2025
REVISIONS	
DATE	DESCRIPTION

CITY OF EMPORIA POLICE STATION
100 SOUTH MAIN STREET, EMPORIA, VA 23847

PROJECT NO. 8090
DATE: DECEMBER 15, 2014
REVISIONS
DATE DESCRIPTION

SITE PLAN

CS101

Hatch Pattern Legend

-  LIGHT DUTY ASPHALT
-  HEAVY DUTY ASPHALT
-  CONCRETE SIDEWALK
-  HEAVY DUTY CONCRETE
-  HARDSCAPE PAVERS
-  LANDSCAPE PLANTING AND MULCHED AREAS

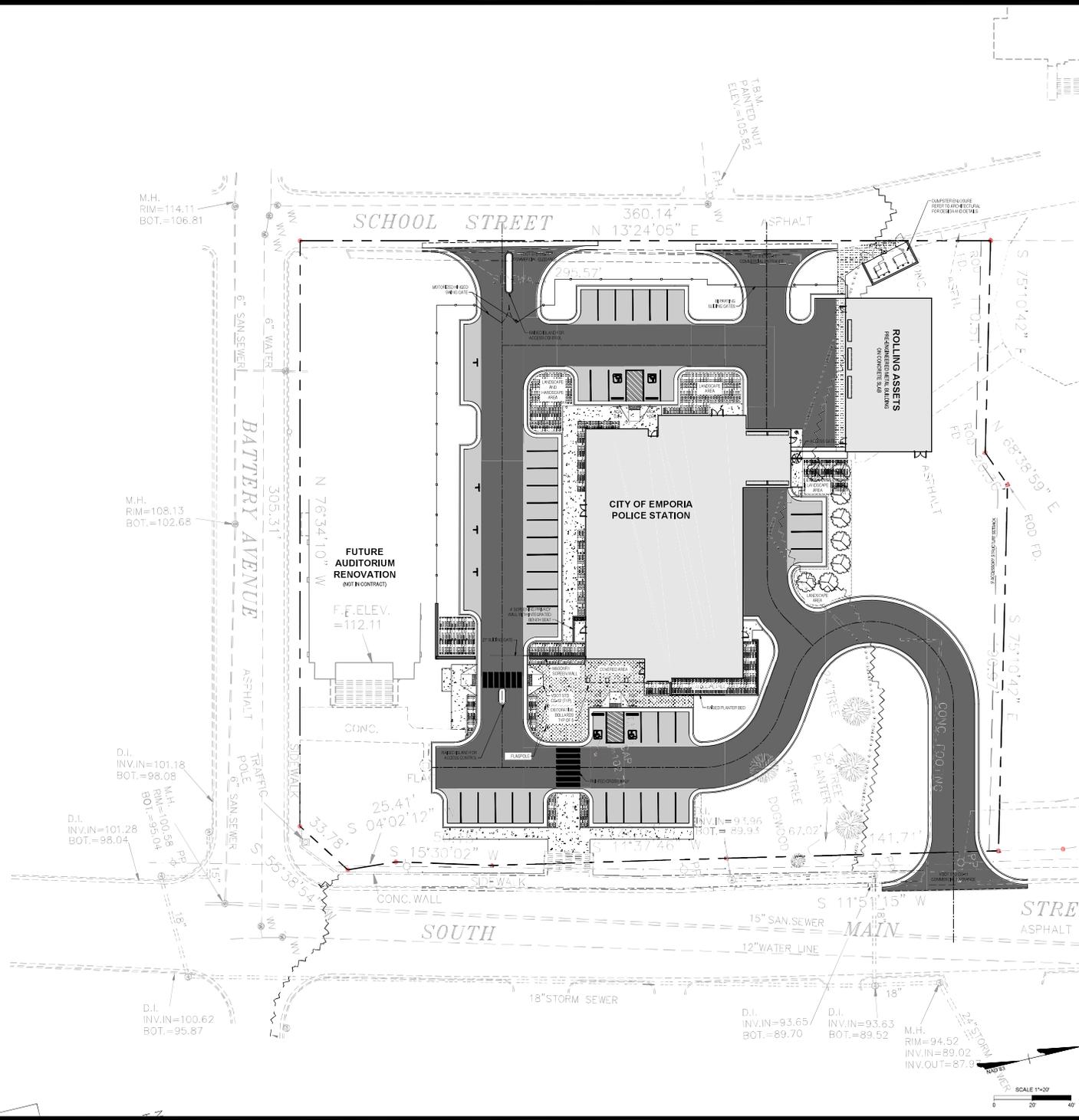


Exhibit B

City of Emporia

New Police Headquarters Building

9/12/2025

Schedule of Values



Item		Value
Mobilization		\$ 97,550.00
Bonds/Builder's Risk/Insurance		\$ 355,400.00
General Conditions		\$ 982,400.00
Concrete		\$ 568,800.00
Masonry		\$ 1,746,115.00
Structural Steel / Misc / Stairs		\$ 870,075.00
Rough Carpentry		\$ 24,200.00
Millwork/Casework	Allowance	\$ 95,000.00
Waterproofing		\$ 13,650.00
Air Barrier		\$ 73,000.00
Roofing		\$ 354,375.00
Roof Terrace	Allowance	\$ 40,000.00
Caulking/Sealants		\$ 23,460.00
Door/Frames/Hardware		\$ 247,500.00
Sally port OH Doors		\$ 30,240.00
Storefront/Curtainwall / Windows		\$ 570,050.00
Canopy	Allowance	\$ 15,000.00
Metal Studs/Drywall		\$ 535,140.00
Ceramic Tile		\$ 27,200.00
Acoustical Ceilings		\$ 131,000.00
Flooring		\$ 201,200.00
Acoustical Wall Panels	Allowance	\$ 40,000.00
Painting		\$ 118,750.00
Toilet Partitions/Accessories		\$ 11,150.00
Signage	Allowance	\$ 28,457.00
Fire Extinguishers		\$ 2,065.00
Lockers	Allowance	\$ 46,800.00
Flag Poles		\$ 8,100.00
Appliances		\$ 9,000.00
Blinds	Allowance	\$ 40,000.00
Elevators		\$ 127,200.00
Rolling Asset Building		\$ 507,600.00
K-9 / Kennel Area	Allowance	\$ 53,200.00
Sprinkler		\$ 132,100.00
Plumbing		\$ 503,333.00
Mechanical		\$ 1,865,800.00
Electrical		\$ 1,522,200.00
Rolling Assest Bldg HVAC		\$ 130,000.00
Grading		\$ 423,200.00
Asphalt		\$ 393,675.00
Fencing/Gates		\$ 288,000.00
Walks		\$ 294,825.00
Curb and Gutter		\$ 153,500.00
Retaining Wall		\$ 106,525.00
Dumpster Pad		\$ 17,735.00
Bollards		\$ 18,250.00
Seeding		\$ 12,125.00
Landscaping	Allowance	\$ 40,000.00
Water / Fire		\$ 135,450.00
Sewer / Storm		\$ 285,140.00
Storm water Detention	Allowance	\$ 200,000.00
Cost of Work		\$ 121,881.00
Design		\$ 1,636,683.00
Construction Material Testing (3rd Party)		\$ 191,010.00
Enviromental Mitigation / Legal		\$ 70,000.00
Moving Expense	Allowance	\$ 20,000.00
Furniture & Equipment (FF&E)	Allowance	\$ 569,130.00
All Utility Connections and Permit Fees	Allowance	\$ 35,000.00
Radio Tower	Allowance	\$ 150,000.00
E911 Equipment	Allowance	\$ 490,500.00
Video Surveillance	Allowance	\$ 75,884.00
Audio Visual	Allowance	\$ 94,855.00
Low Voltage/IT/Access Control	Allowance	\$ 455,565.00
Design-Build Contingency		\$ 600,000.00
Project Total		\$ 19,026,043.00



CITY OF EMPORIA
NEW POLICE STATION
Clarifications
September 12, 2025

Exhibit C

Design Builder Clarifications and Allowances

Clarifications:

- Permits by Owner
- No Unsuitable soils or rock included
- No special foundations included
- No abatement or hazardous material removal or testing included
- ALL TESTING and INSPECTIONS by the Owner
- No impact resistant Doors, OH doors or windows, unless noted below.
- All utility and tap fees by the Owner
- No Commissioning included, only standard start up and test and balance
- No nutrient credits included, to be paid for by the Owner
- Existing addition at auditorium included to accommodate new entrance off Battery Avenue
- All concrete prices as 4000 PSI
- No special CMU included
- Brick estimated at \$600 per thousand and \$25 per bag for colored mortar
- Steel to be AISC or independent inspection, NO AISC installer
- No AESS included
- All millwork and case work to meet AWI Standards, No certificates or labels
- Casework and millwork is an allowance
- ABAA certified installers and products, but No ABAA testing or inspections
- Roofing to be 60 mil TPO
- All Roofing flashing and Sheet Metal to be shop fabricated
- Mechanical roof screening is metal panels, not louvered
- No Spray fireproofing included
- All Doors, Frames and hardware are to be commercial duty, with Best Type hardware
- Four (4) bullet resistant doors included
- OH Doors at rolling assets building are manual
- OH Doors at the sally port are electrically operated
- Two (2) bullet resistant transaction windows included
- Standard storefront doors and curtainwalls included, glazing equal to solarban 60
- All windows to be standard storefront type windows with glazing equal to solarban 60
- Mirrors included for the fitness area (up to 220 SF)
- All metal studs to be standard and all drywall to be 5/8" fire rated, level 4 finish
- Ceramic tile only include for the bathroom floors and base
- Acoustical ceiling tile to be standard 2x2 acoustical tile and 15/16" metal grid
- No computer access flooring included
- All other flooring regardless of type is estimated at \$8 per foot
- Acoustical wall panels are an allowance
- Lockers are and allowance
- All signage and graphics are a below the line allowance
- Interior rail at floor opening is powder coated steel with cables
- Flag poles include are 1- 30' pole and 1 - 25' pole
- High Density shelving storage is a FF&E item by owner

Clarifications continued:

Shelving in Quarter Master Storage is a FF&E Item by owner
Dispatcher casework, etc is a FF&E item by owner
All Files and record storage are FF&E by owner
Community/EOC/Briefing room items are FF&E by owner
All lab casework, special casework and equipment by owner
Canopy is an allowance
Appliances are by the Owner
Blinds are an allowance
No detention or security equipment is included
Sprinkler is based on a standard wet system only
No fire pump, dry, chemical or pre-action system is included
Plumbing system is PVC below grade and for vent, DI for above grade sewer
Water is based on PVC below grade and PEX or equal above grade
Mechanical is based on a VRF system.
Electrical includes all LED lighting with lighting controls.
Generator included, but no UPS except as required by code
Raceways are included for IT/AV/Data/Voice and Security, systems and cabling by others
Landscaping is an allowance
Stormwater Detention is an allowance
Rolling Assets building is an allowance. Revised pricing shown in the Budget Estimate assumes a 45' x 80' Pre Engineered Metal Building with metal siding and three (3) OH doors, two (2) man doors, lighting, and interior paint. If space is to be conditioned with AC, please add \$130,000 to cost.

Allowances

Brick	\$600 per thousand
Casework	\$95,000
Roof Terrace	\$40,000
Flooring including base	\$8 per SF
Acoustical Panels	\$40,000
Canopy	\$15,000
Lockers	\$46,800
Blinds	\$45,000
Landscaping	\$40,000
Stormwater Detention	\$200,000
Rolling Assets Building	\$507,600
Video Surveillance	\$75,884
Low Voltage/IT/Access Control	\$284,565
Audio/Visual	\$94,855
E911 Equipment	\$490,500
Radio Tower	\$150,000
K9/Kennel Area	\$53,200
Addition Access Control (57 doors)	\$171,000

Emporia Police Station - Design & Construction Schedule

Exhibit D

9/12/2025

Task	Start Date	Duration	Completion Date	Responsibility
Comprehensive Agreement completed	October 17, 2025	10	October 27, 2025	Joint
Interim Agreement/Kickoff Meeting	October 27, 2025	1	October 28, 2025	Joint
Notice to Proceed	October 27,2025	1	October 27,2025	Emporia
Survey and Geotech	October 28, 2025	30	November 27, 2025	ECC/Moseley
Schematic Design for Police Station	October 28, 2025	56	December 23, 2025	ECC/Moseley
Zoning Approval	October 28, 2025	30	November 27, 2025	Joint
Owner Review and comment on Schematic Design	December 23, 2025	7	December 30, 2025	Owner
Design Development for Police Station	December 23, 2025	76	March 9, 2026	ECC/Moseley
Civil Design 75%	December 23, 2025	40	February 1, 2026	ECC/Moseley
Site Plan Submission (City forwards to DEQ 3-01-20)	February 1, 2026	14	February 15, 2026	ECC/Moseley
Owner Value Engineering Study (Owner's Option)	March 11, 2026	21	April 1, 2026	Owner
Site Plan and DEQ Review	February 16, 2026	120	June 16, 2026	ECC/Moseley
Owner Review and comment on DD and Civil	March 12, 2026	7	March 19, 2026	Owner
Construction Documents for Police Station 100%	March 9, 2026	120	July 7, 2026	ECC/Moseley
Structural/Civil Design 100%	March 12, 2026	85	June 5, 2026	ECC/Moseley
Release Early Structural Package	June 5, 2026	24	June 29, 2026	ECC/Moseley
Obtain Site Permits/VDOT Entrance Permits/ City Land Disturbance Permit	May 28, 2026	14	June 11, 2026	ECC/Moseley
Provide Guaranteed Maximum Price	June 5, 2026	30	July 5, 2026	ECC/Moseley
Start Site Work	July 7, 2026	455	October 5, 2027	ECC/Moseley
Obtain Building Permits	July 10, 2026	7	July 17, 2026	ECC/Moseley
Owner Review and comment on 100% documents	July 10, 2026	7	July 17, 2026	Owner
Start building construction	August 6, 2026	455	November 4, 2027	ECC/Moseley
Substantial Completion of Police Station	November 4, 2027	1	November 5, 2027	ECC/Moseley
Owner Move in	November 5, 2027	20	November 25, 2027	Owner
Owner occupies building	November 25, 2027	1	November 26, 2027	Owner
Final Completion of Police Station	November 5, 2027	30	December 5, 2027	ECC/Moseley