

CONTRACT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK
Part 2 – Construction Phase Services

THIS CONTRACT 51FY18-B - Part 2-Construction Phase Services, made and entered into this 21st day of October, 2020; between Arlington County School Board, operating as Arlington Public Schools ("Owner" or "APS") and MCN Build, Inc. (hereinafter "Construction Manager at Risk" or "CMR"), whose address is 1214 28th Street N.W. Washington, DC 2000, and effective as of the date of the Owner's signature.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. The Project

CMR shall provide all labor, services, equipment and materials necessary and required to complete the Work in accordance with the Contract Documents for the following Project:

Education Center Reuse

2. The Contract Documents

2.1 The following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents except for titles, subtitles, headings, running headlines, and tables of contents (all of which are used merely for convenience). In the event of a conflict between the Contract Documents, the following shall be the order of precedence:

1. Contract Between Owner and Construction Manager at Risk
2. Amendment No. 1 Between Owner and Construction Manager at Risk
3. Specification Section 00 7000 Standard General Conditions for Construction Manager at Risk Supplemental General Conditions, if any
4. Specification Section 00 5400 Construction Manager at Risk Standard Scope of Services
5. The Specifications for the 95% Construction Documents, including Addenda 1 through 4
6. The Drawings for the 95% Construction Documents, including Addenda 1 through 4
7. Owner Team Clarifications dated October 2, 2020, Attachment "A"
8. Project List of Drawings and Specifications dated October 7, 2020, Attachment "B"
9. Education Center Reuse Guaranteed Maximum Price Submission dated September 30, 2020, Attachment "C"
10. Request for Proposals and all Addenda
11. Request for Qualifications and all Addenda
12. CMR's Response to Request for Proposals
13. CMR's Response to Request for Qualifications

The latest Addendum or Modification of a Contract Document shall have precedence within that Contract Document.

In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail.

In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

2.2 It is understood by the Owner and CMR that, for any Early Release Construction Work Package Contracts (“EC Contracts”) for the Project between Owner and CMR, the scope of work for the EC Contracts are fully incorporated into and shall be considered a part of the Work of this Contract within the Specification Section 00 5400 Construction Manager at Risk Standard Scope of Services, and other Contract Documents as may be applicable, and that the requirements, terms and conditions of this Contract shall be applicable to the EC Contract scope of work as if performed hereunder.

2.3 All provisions required by Law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.

2.4 The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the CMR finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing, call it to the attention of Owner and the Owner’s Representative before proceeding with the Work affected thereby. The Owner and/or the Owner’s Representative shall promptly resolve the matter in writing. Work done by the CMR after it discovered, or reasonably should have discovered, such conflicts, errors, ambiguities or discrepancies, prior to written resolution thereof by the Owner, shall be done at the CMR's expense and the CMR shall bear the risk of any delay arising therefrom or related thereto. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

2.5 The CMR shall be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner or to the Owner’s Representative, and for making any submittal required for any purpose. The CMR acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

3. Definitions

All words and terms shall have the meanings assigned to them in Part 1 of the General Conditions, unless a different meaning is clear from the context.

4. Design and Management Team

The Project has been designed by Studio Twenty Seven Architecture, 1600 K Street N.W. Suite 800, Washington, DC 20006 (the “Architect,” “Engineer,” or “A/E”). The one-site Construction Manager Advisor will be MBP, Inc. 3040 Williams Drive, Suite 300, Fairfax, VA 22031 (the “Construction Manager Advisor”, or “CMA”). In addition to an on-site representative of the A/E, the Owner will have a regular presence on site in the form of the “Owner’s Project Manager” or “Project Manager”. The A/E, Construction Manager Advisor, and the Project Manager have been designated to act as the Owner’s Representative, subject to such limitations as are set forth in the General Conditions. Unless otherwise expressly stated or directed by Owner, reference in any Contract Document to Owner’s Representative shall mean either the A/E or the Project Manager.

5. Contract Period

The Work will be completed in accordance with the Contract Documents and will have the following start and completion dates:

November 2, 2020	Anticipated Notice to Proceed (NTP) for Project Administrative Contract Deliverables
January 4, 2021	Anticipated NTP for Project Site Mobilization and Construction

November 4, 2021
December 3, 2021

Project Substantial Completion
Project Final Completion

These dates are subject to adjustments as provided in the Contract Documents.

6. Liquidated Damages

The Owner and the CMR recognize that time is of the essence in this Agreement and that Owner will suffer damages if Substantial Completion, and thereafter Final Completion, of the Work, or of any individual Phase of the Work for which a Substantial Completion, and if applicable, Final Completion, date with associated Liquidated Damages is established by the Contract Documents, is not complete within the time specified in Paragraph 5 above, plus any extensions thereof allowed in accordance with Part 10 of the General Conditions. The Owner and the CMR agree that the actual damages to be incurred by the Owner in the event of late completion are not readily ascertainable or capable of estimation at the time of contracting. It is understood and agreed that the Liquidated Damages amount shall not be affected by the Owner's use or occupancy of, or by the achievement of Substantial Completion or Final Completion of, less than the entirety of the Work to which the Liquidated Damages amount may be applicable. The CMR hereby waives without condition or limitation any objection that the amount of Liquidated Damages set forth below is void as a penalty or is not reasonably related to actual damages. Without limitation of the foregoing, CMR also agrees that any deduction of Liquidated Damages from amounts otherwise payable to CMR shall not constitute improper or wrongful nonpayment of CMR and CMR without limitation or condition conclusively waives any claim or cause of action premised in whole or in part on any such deduction of Liquidated Damages. In the event more than one ground for assessment of Liquidated Damages as set forth herein exists concurrently, such grounds shall be deemed to be, and hereby are agreed to be, independent and all applicable Liquidated Damages shall be assessed and deducted cumulatively. In the event that, subsequent to any deduction of Liquidated Damages as authorized herein, a time extension is granted or any determination is made which affects in whole or in part the amount of Liquidated Damages deducted, CMR acknowledges and agrees that its sole remedy shall be payment by the Owner of the principal amount of Liquidated Damages so determined to be payable to the CMR plus interest as provided in the Contract Documents. Accordingly, instead of requiring any such proof, the Owner and the CMR agree that as Liquidated Damages for delay in achieving timely completion as required by the Contract (but not as a penalty), the CMR shall:

a. Pay Owner **Two Thousand Dollars (\$2,000)** for each day that expires beginning on the day after the time specified in Paragraph 5 for the **Project Substantial Completion Date**, plus any approved time extensions, until Substantial Completion is achieved; and Pay Owner **Five Hundred Dollars (\$500)** for each day that expires after the time specified in Paragraph 5 for the **Project Final Completion Date**, plus any approved time extensions, until Final Completion is achieved.

b. CMR hereby consents to the Owner withholding from amounts otherwise payable to the CMR all Substantial Completion Liquidated Damages and Final Completion Liquidated Damages which have been assessed through the date of payment. If the amount of Substantial Completion Liquidated Damages and Final Completion Liquidated Damages assessed exceeds the amount otherwise payable to CMR, CMR shall make payment thereof to Owner within fourteen (14) days following issuance by Owner of Notice of payment due for Substantial Completion Liquidated Damages, Final Completion Liquidated Damages, or both.

7. Contract Sum

Owner shall pay CMR for completion of the Work in accordance with the Contract Documents.
The Contract Sum is:

7.1. The Cost of the Construction Work

Twenty-four million, five hundred thirty-six thousand, nine hundred fifty-two Dollars (\$24,536,952)

This amount includes all Costs of the Construction Work for EC Contract(s) previously awarded and is not in addition to those EC Contract(s) Cost of the Construction Work.

7.2. The General Conditions Fee in the amount of:

Nine hundred fifteen thousand Dollars (\$915,000)

This amount includes all General Conditions Fees for EC Contract(s) previously awarded and is not in addition to those EC Contract(s) General Conditions Fees.

The maximum daily General Conditions Fee rate in the event of any approved time extension is:

Two thousand three hundred and ninety Dollars (\$2,390) / day

7.3. The Insurance and Taxes Fee in the amount of:

Five hundred ninety-five thousand, eight hundred and thirty Dollars (\$595,830)

This amount includes all Insurance and Taxes Fees for EC Contract(s) previously awarded and is not in addition to those EC Contract(s) Insurance and Taxes Fees.

7.4. The CMR's Fee in the amount of:

Six hundred fifty thousand Dollars (\$650,000)

This amount includes all CMR Fees for EC Contract(s) previously awarded and is not in addition to those EC Contract(s) CMR Fees.

7.5. The CMR Contingency in the amount of:

One million, one hundred and eighty-eight thousand, seven hundred and fifty-five Dollars (\$1,188,755)

This amount includes all CMR Contingency for EC Contract(s) previously awarded and is not in addition to those EC Contract(s) CMR Fees.

In no case shall the total compensation to the CMR exceed the Guaranteed Maximum Price (GMP) of:

Twenty-seven million, eight hundred eighty-six thousand, five hundred thirty-seven Dollars (\$27,886,537)

8. Payment Procedures

8.1 CMR shall submit Application for Payment in accordance with the General Conditions and Applications for Payment will be processed by the Owner's Representative and Owner as provided in the

General Conditions.

8.2 CMR hereby consents to the Owner deducting from amounts otherwise payable to the CMR and retaining any and all amounts payable to the Owner by the CMR for any reason stated in the Contract Documents assessed or payable through the date payment is due CMR from Owner. If the amount payable to the Owner by the CMR exceeds the amount otherwise payable to CMR by Owner, CMR shall make payment thereof to Owner within fourteen (14) days following issuance by Owner of Notice of payment due.

9. Interest

All funds not paid when due as provided by Part 11 of the General Conditions shall bear interest at the rate of 0.5 percent per month.

10. No Assignments

No assignment by either party hereto of any rights interest under any of the Contract Documents will be effective unless in writing signed by the authorized representative of each party; and no assignment will release or discharge the assignor from any responsibility under the Contract Documents. Owner shall be under no obligation to consent to any request by CMR for approval of an assignment as the CMR's obligations are intended not to be assignable.

11. Authorization to Transact Business and Virginia Contractor's License

The CMR certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The CMR further certifies that it holds a Virginia Class A Contractor's License with all certifications or specialties to perform all Work the CMR intends to perform with its own forces, and that it will maintain such Contractor's License in effect through Project Final Completion. The CMR understands and agrees that the Owner may terminate this Contract for default if the CMR fails to comply with any of the provisions of this Article 12 and recover from CMR all amounts paid to CMR during any period CMR was not in compliance with such requirements.

Virginia Class A Contractor's License: 2705157561

Number: Current Expiration Date: 07-31-2021

State Corporation Commission ID#: F2001172

Federal Employer Identification Number/Social Security Number: 47-2883429

12. Debarment and Enjoinment

By signing this Contract, the undersigned certifies that neither this CMR nor any officer, director, partner or owner thereof is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia, by any other public body or agency within the Commonwealth, or by any public body or agency of another state, nor by any agency of the federal government, nor is this CMR a subsidiary or affiliate of any firm/entity that is currently so barred from bidding on public contracts.

13. Governing Law

This Agreement and each of the Contract Documents shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of

Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, CMR shall comply with applicable federal, state, and local laws, ordinances, and regulations.

14. Binding Agreement

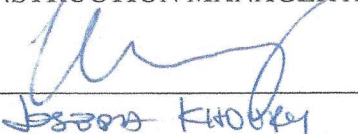
Owner and CMR each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized officers.

SIGNATURES APPEAR ON FOLLOWING PAGE

CONSTRUCTION MANAGER AT RISK

By: _____



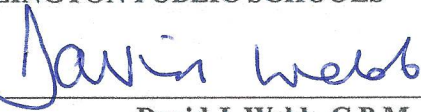
Title: EVP of Preconstruction

10/27/2020

Dated

ARLINGTON PUBLIC SCHOOLS

By: _____



David J. Webb, C.P.M.

Title: Procurement Agent

October 27, 2020

Dated

Attachments:

1. Attachment "A" Owner Team Clarifications dated October 2, 2020
2. Attachment "B" Project List of Drawings and Specifications dated October 7, 2020
3. Attachment "C" Education Center Reuse Guaranteed Maximum Price Submission dated September 30, 2020 (summary attached for purposes of brevity)

END OF SECTION

**AMENDMENT NO. 1 TO CONTRACT BETWEEN OWNER AND
CONSTRUCTION MANAGER AT RISK –
PART 2 CONSTRUCTION PHASE SERVICES
CONTRACT 51FY18-B**

This Amendment No. 1 to Contract between Owner and Construction Manager at Risk is made this 27th day of October, 2020, by and between ARLINGTON COUNTY SCHOOL BOARD operating as ARLINGTON PUBLIC SCHOOLS (“OWNER” OR “APS”) and MCN BUILD, INC. (“CONSTRUCTION MANAGER AT RISK” OR “CMR”).

WHEREAS, CMR was awarded the Part 1 Pre-Construction Phase Services Contract for Contract 51FY18-B, Education Center Reuse, and

WHEREAS, the Contract Documents as defined in the Part 2 Construction Phase Services Contract (the “Contract”) include certain insurance requirements as set forth in Article 13.1 of the Standard General Conditions for Construction Manager at Risk (“Insurance Requirements” and “Article 13.1” respectively), and

WHEREAS, in the course of negotiations for the Contract and GMP as defined therein CMR has requested that Owner accept a combination of insurance coverages in satisfaction of some of the Insurance Requirements in a format different from that set forth in Article 13.1 of the Standard General Conditions for Construction Manager at Risk.

NOW THEREFORE THIS AMENDMENT NO. 1:

1. Article 13.1.A.1 requires that the CMR provide Commercial General Liability in the amount of \$20 Million, with risk coverages as set forth therein. Article 13.1.A.4 requires that the CMR provide Automobile Liability Insurance, including coverage for non-owned and hired vehicles of not less than \$5 million per occurrence.

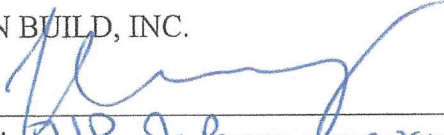
2. CMR represents and warrants that Commercial General Liability insurance, of \$1,000,000 each occurrence, \$2,000,000 general aggregate, Automobile Liability Insurance of \$1,000,000, Excess Liability Insurance of \$23,000,000, and Umbrella Liability Insurance of \$25,000,000, all as set forth in the Certificate of Liability Insurance attached hereto as Amendment No. 1 Exhibit A is a combination of insurance which satisfies all of the Insurance Requirements.

3. In reliance upon CMR’s representation and warranty, Owner agrees to accept the liability insurance as set forth in Exhibit A in substitution for the forms of insurance coverage set forth in Articles 13.1.A.1 and 13.1.A.4. Should it be determined at any time that the liability insurance set forth in Exhibit A does not satisfy the Insurance Requirements in any respect CMR shall upon demand from Owner provide insurance coverage in strict compliance with the Insurance Requirements within thirty (30) days of demand by Owner.

1. Except as specifically set forth herein, all insurance requirements and all other provisions of the Contract Documents are unchanged and remain in full force and effect.

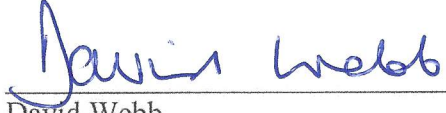
MCN BUILD, INC.

BY:


Title: EVP of Procurement
Name Printed: JOSEPH SHUPLEY
Dated: 10/27/2020

ARLINGTON COUNTY SCHOOL BOARD
Operating as ARLINGTON PUBLIC SCHOOLS

BY:


David Webb
Procurement Agent
Dated: October 27, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, known locally as Insurance Associates One Church Street, Suite 500 Rockville MD 20850	CONTACT NAME: Shannon L. Batson PHONE (A/C, No, Ext): 301-838-9400 E-MAIL ADDRESS: Shannon.Batson@MarshMMA.com		FAX (A/C, No): 301-838-9095													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER D : Continental Insurance Co.</td> <td>35289</td> </tr> <tr> <td>INSURER E : XL INS AMER INC</td> <td>24554</td> </tr> <tr> <td>INSURER F : Pacific Insurance Company, Ltd</td> <td>37338</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Indemnity Co.	25658	INSURER C : Charter Oak Fire Insurance Co.	25615	INSURER D : Continental Insurance Co.	35289	INSURER E : XL INS AMER INC	24554	INSURER F : Pacific Insurance Company, Ltd
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Phoenix Insurance Company	25623															
INSURER B : Travelers Indemnity Co.	25658															
INSURER C : Charter Oak Fire Insurance Co.	25615															
INSURER D : Continental Insurance Co.	35289															
INSURER E : XL INS AMER INC	24554															
INSURER F : Pacific Insurance Company, Ltd	37338															
INSURED MCN Build, Inc. 1214 28th St NW Washington DC 20007	MCNBUIL-01															

COVERAGES

CERTIFICATE NUMBER: 965070854

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CO4N042844	6/8/2020	6/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BA6N380251	6/8/2020	6/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP6N625363	6/8/2020	6/8/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 (Excess of GL/AL/EL) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6N50832A	6/8/2020	6/8/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Excess Liab (15M XS of 10M) Excess Liab (23M XS of 25M) Professional & Pollution Liab			FFX6078651961 US00100165LI20A 42CPINL9193	6/8/2020 6/8/2020 6/8/2020	6/8/2021 6/8/2021 6/8/2021	Occurrence/Aggregate \$15,000,000 Occurrence/Aggregate \$23,000,000 Ea. Claim/Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Contract #51FY18-B - Part 2 - Construction Phase Services - 1426 N. Quincy Street, Arlington, VA 22207.
 Arlington Public Schools; Arlington School Board, including their elected and appointed officials, agents, and employees are included as Additional Insureds if required by written contract and in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

Arlington Public Schools
 c/o David J. Webb CPM
 2110 Washington Blvd., 4th Floor
 Arlington VA 22204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

- (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

SECTION V. - CONDITION Other Insurance Item 18 c. is deleted and replaced with the following:

c. The coverage afforded under this Policy for an "additional insured" is primary and non-contributory to any other insurance available to such "additional insured" when required by written contract or written agreement between the "insured" and the "additional insured" executed prior to a "claim" or "pollution incident" involving such "additional insured". However, to the extent that the "additional insured" is named as an additional insured on another insurance policy that also provides primary and non-contributory coverage, we shall share with that other insurance as follows:

1. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
2. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

POLICY NUMBER: CO4N042844

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION
(AS PER IL T8 03)

ADDRESS:



PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL T4 05 03 11 DESIGNATED ENTITY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.
TYPE UNDER "ADDRESS":

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU



- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. **OTHER INSURANCE**

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/26/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Marsh & McLennan Agency, known locally as Insurance Associates One Church Street, Suite 500 Rockville, MD 20850		PHONE (A/C, No, Ext): 301-838-9400	COMPANY Hanover Insurance Company 222 Blenheim Road Baltimore, MD 21212	
FAX (A/C, No): 301-838-9095	E-MAIL ADDRESS: Shannon.Batson@MarshMMA.com			
CODE: AGENCY CUSTOMER ID #: MCNBUIL-01	SUB CODE:			
INSURED MCN Build, Inc. and Arlington County Public Schools c/o 1214 28th Street, NW Washington, DC 20007		LOAN NUMBER	POLICY NUMBER IHRH21372500	
		EFFECTIVE DATE 10/26/2020	EXPIRATION DATE 01/26/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project Description & Location: Renovation of 55,000 sqft education center at Washington Liberty High School campus located at 1426 N Quincy Street, Arlington VA 22207. Scope of Work includes interior renovation, interior structural work including shore, underpin, and fill the slab on existing elevator shaft and provide new elevator shaft at another location of the building as per design.
 Owner included as a Named Insured and Loss Payee with respect to their interest: Arlington County Public Schools
 Builders Risk coverage is for renovation risk only (no coverage for the existing structure).

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - Renovations Limit	\$27,886,537	\$10,000
Soft Cost & Extra Expense	\$3,600,000	\$10,000 (no wait)
Temporary Storage Locations Coverage Limit	\$1,000,000	\$10,000
Transit Coverage Limit	\$1,000,000	\$10,000
Flood Coverage Limit	\$10,000,000	\$25,000
Earth Movement Coverage Limit	\$10,000,000	\$25,000
Breakdown/Testing Coverage	Included - Renovation Limit	\$10,000
Permission to Complete & Occupy	Granted eff 10/26/2020	
Renovations Valuation	Replacement Cost	


REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Arlington Public Schools c/o David J. Webb CPM 2110 Washington Blvd., 4th Floor Arlington, VA 22204	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE 		

SECTION 00 70 00 STANDARD GENERAL CONDITIONS FOR CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

PART 1 DEFINITIONS

- 1.1. ACCEPTANCE OF PROPOSAL
- 1.2. ADDENDA or ADDENDUM
- 1.3. AMENDMENT
- 1.4. ARCHITECT, ENGINEER, ARCHITECT/ENGINEER OR A/E
- 1.5. CHANGE ORDER
- 1.6. CONSTRUCTION MANAGER AT RISK (CMR) CONTINGENCY
- 1.7. CONSTRUCTION MANAGER AT RISK'S (CMR) FEE.
- 1.8. CONSTRUCTION MANAGER AT RISK (CMR)
- 1.9. CONTRACT
- 1.10. CONTRACT DOCUMENTS
- 1.11. CONTRACT PERIOD or CONTRACT TIME
- 1.12. CONTRACT SUM
- 1.13. CONTRACTOR
- 1.14. COST OF THE CONSTRUCTION WORK
- 1.15. DATE OF FINAL COMPLETION or FINAL COMPLETION DATE
- 1.16. DATE OF SUBSTANTIAL COMPLETION: or SUBSTANTIAL COMPLETION DATE
- 1.17. DAY
- 1.18. FINAL COMPLETION
- 1.19. GENDER AND PLURAL
- 1.20. GENERAL CONDITIONS FEE
- 1.21. GUARANTEED MAXIMUM PRICE (GMP)
- 1.22. HOLIDAY
- 1.23. INSURANCE AND TAXES FEE
- 1.24. MODIFICATION
- 1.25. NORMAL WORKING DAY
- 1.26. NOTICE
- 1.27. NOTICE TO PROCEED
- 1.28. OWNER
- 1.29. OWNER'S PROJECT MANAGER
- 1.30. OWNER'S REPRESENTATIVES
- 1.31. PROJECT
- 1.32. PROJECT SCHEDULE
- 1.33. PROJECT SITE
- 1.34. PROPOSED MODIFICATION
- 1.35. PROCUREMENT AGENT
- 1.36. SPECIFICATIONS
- 1.37. SUBCONTRACT

- 1.38. SUBCONTRACTOR
- 1.39. SUB-SUBCONTRACTOR
- 1.40. SUBSTANTIAL COMPLETION
- 1.41. SURETY
- 1.42. WARRANTY PERIOD
- 1.43. WORK
- 1.44. WORK ORDER
- 1.45. WORKING DAY

PART 2 EXECUTION AND INTENT OF THE CONTRACT

- 2.1. CONTRACT SIGNATURE
- 2.2. EXECUTION OF AGREEMENT
- 2.3. INTENT OF THE CONTRACT DOCUMENTS
- 2.4. DRAWINGS AND SPECIFICATIONS
- 2.5. CONTRACT INTERPRETATIONS
- 2.6. COPIES AND OWNERSHIP OF CONTRACT DOCUMENTS
- 2.7. SUBSTITUTIONS

PART 3 OWNER'S REPRESENTATIVE

- 3.1. ADMINISTRATION OF CONTRACT
- 3.2. OWNER'S REPRESENTATIVE
- 3.3. SITE VISITS
- 3.4. CERTIFICATION OF PAYMENTS
- 3.5. INTERPRETATION OF CONTRACT
- 3.6. REJECTION OF WORK
- 3.7. ADMINISTRATION OF CONTRACT

PART 4 OWNER

- 4.1. SITE SURVEYS
- 4.2. REJECTION OF WORK
- 4.3. CERTIFICATION OF PAYMENTS
- 4.4. RIGHT TO STOP WORK/RIGHT TO CORRECT DEFICIENCIES

PART 5 CONSTRUCTION MANAGER AT RISK

- 5.1. GENERAL REVIEW OF CONTRACT DOCUMENTS
- 5.2. CHARACTER AND COMPETENCY
- 5.3. PERMITS, FEES AND NOTICES
- 5.4. RESPONSIBILITY TO COMPLY WITH OWNER'S SOFTWARE
- 5.5. RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 5.6. DRAWINGS AND SPECIFICATIONS AT THE SITE
- 5.7. SHOP DRAWINGS
- 5.8. INSPECTION OF WORK
- 5.9. TESTS AND INSPECTIONS
- 5.10. USE OF SITE
- 5.11. INDEMNIFICATION
- 5.12. CONFLICT OF INTEREST
- 5.13. EMPLOYMENT DISCRIMINATION BY CMR RISK PROHIBITED
- 5.14. ASBESTOS ABATEMENT
- 5.15. LEAD BASED PAINT ACTIVITIES
- 5.16. LAND DISTURBING ACTIVITIES

PART 6 SUBCONTRACTORS

- 6.1. ABSENCE OF CONTRACTUAL RELATIONSHIP
- 6.2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
- 6.3. SUBCONTRACTOR AND SUB-SUBCONTRACTOR AGREEMENTS
- 6.4. PAYMENTS OF SUBCONTRACTORS

PART 7 SEPARATE CONTRACTS

- 7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

PART 8 MISCELLANEOUS PROVISIONS

- 8.1. GOVERNING LAW
- 8.2. SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES
- 8.3. ENTIRE AGREEMENT
- 8.4. ROYALTIES AND PATENTS
- 8.5. CLAIMS FOR DAMAGES
- 8.6. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- 8.7. ASSURANCES OF COMPLIANCE
- 8.8. CONFLICT WITH PROVISIONS OF THE CODE OF VIRGINIA
- 8.9. VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT
- 8.10. SMALL, MINORITY, WOMEN OWNED AND SERVICE DISABLED VETERANS BUSINESS ENTERPRISES
- 8.11. LABOR UNIONS AND RIGHT TO WORK

PART 9 CHANGES IN THE WORK

- 9.1. MINOR CHANGES
- 9.2. EXTRA WORK
- 9.3. OMITTED OR DELETED WORK

- 9.4. AUDIT
- 9.5. DISPUTED WORK

PART 10 TIME

- 10.1. TIME OF START AND COMPLETION
- 10.2. CONSTRUCTION MOBILIZATION
- 10.3. EXTENSION OF TIME
- 10.4. RECOVERY SCHEDULE
- 10.5. PHASING MILESTONES
- 10.6. CMR DELAYS
- 10.7. WEATHER DELAYS

PART 11 PAYMENTS AND COMPLETION

- 11.1. PRICES
- 11.2. SUBMISSION OF SCHEDULE OF VALUES
- 11.3. APPLICATION FOR PAYMENT
- 11.4. PARTIAL PAYMENTS
- 11.5. DELAYED PAYMENTS
- 11.6. SUBSTANTIAL COMPLETION
- 11.7. FINAL COMPLETION
- 11.8. CORRECTION OF DEFECTIVE WORK BEFORE AND DURING WARRANTY PERIOD
- 11.9. EVIDENCE OF PAYMENTS, SATISFACTION OF OBLIGATION, AND INSURANCE COVERAGE
- 11.10. CMR'S ACCEPTANCE OF FINAL PAYMENT
- 11.11. RELEASE AND REQUEST FOR FINAL PAYMENT

PART 12 CMR'S RESPONSIBILITY FOR SAFETY PROCEDURES

- 12.1. SUPERVISION
- 12.2. SAFETY BARRIERS AND HAZARD WARNINGS
- 12.3. USE OF EXPLOSIVES
- 12.4. PROTECTION OF PROPERTY AND PROPERTY DAMAGE
- 12.5. ACCIDENT PREVENTION SUPERVISOR
- 12.6. OVERLOADING OF STRUCTURES

PART 13 INSURANCE

- 13.1. CMR'S INSURANCE
- 13.2. PROPERTY INSURANCE

PART 14 CONTRACT SECURITY

PART 15 UNCOVERING AND CORRECTION OF WORK

- 15.1. UNCOVERING OF WORK
- 15.2. CORRECTION OF WORK
- 15.3. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

PART 16 POWERS OF THE PROCUREMENT AGENT

PART 17 CMR'S DEFAULT AND TERMINATION

- 17.1. OWNER'S RIGHT AND NOTICE
- 17.2. CMR'S DUTY UPON DEFAULT
- 17.3. COMPLETION OF WORK AFTER DEFAULT
- 17.4. PARTIAL DEFAULT
- 17.5. DEATH OR INCOMPETENCE OF CMR
- 17.6. OWNER'S RIGHT TO TERMINATE

PART 18 MISCELLANEOUS SPECIAL CONDITIONS

- 18.1. LAYING OUT WORK
- 18.2. INSPECTION AND APPROVAL OF SITE IMPROVEMENTS
- 18.3. PARTIAL USE OR OCCUPANCY
- 18.4. RELEASE OF BONDS
- 18.5. MATERIALS AND EQUIPMENT
- 18.6. CONTRACTOR'S COVID-19 RESPONSIBILITIES

PART 1 DEFINITIONS

- 1.1. **ACCEPTANCE OF PROPOSAL:** Offeror has been approved as the Construction Manager at Risk for the Construction Phase. The Construction Manager at Risk should proceed with bond requirements.
- 1.2. **ADDENDA or ADDENDUM:** Changes to the Request for Qualifications and Request for Proposal issued prior to receipt of Proposals.
- 1.3. **AMENDMENT:** Written authorization executed by the Procurement Agent, acknowledging the Change Order(s) Modification, revised Contract Sum and current Contract Period.
- 1.4. **ARCHITECT, ENGINEER, ARCHITECT/ENGINEER OR A/E:** The term used to designate the Architect and/or the Engineer who or which contracts with the Owner to provide the Architectural and Engineering services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A/E to assist in providing the A/E services.
- 1.5. **CHANGE ORDER:** A written order to the CMR, signed by the Owner and the Owner's Representative, which authorizes a change in the Work, and adjustment to the Contract Sum, and/or an adjustment to the Contract Period, if any. A Unilateral Change Order is a Change Order signed only by the Owner and the Owner's Representative addressing any Modification to the Contract Sum or the Contract Period to which the Owner agrees. A Mutual Change Order is a Change Order signed by both the Owner and the Owner's Representative and by the CMR reflecting agreement on all terms, conditions, and requirements set forth therein. A Unilateral Change Order may be converted to a Mutual Change Order upon agreement being reached between the parties. Change Orders shall be initiated and processed as set forth in Part 9 of this subsection and Specification Section 01 2600. The latest edition of the AIA Standard Form G701 shall be utilized and shall be provided by the Owner's Representative.
- 1.6. **CONSTRUCTION MANAGER AT RISK (CMR) CONTINGENCY:** If the GMP is based upon 95% complete Drawings and Specifications, this means that some elements of the Work were not yet included in the Work at the time the GMP was established. The GMP therefore must include an amount for Work of which the CMR was not aware at the time the GMP was established. The CMR Contingency is that component of the Guaranteed Maximum Price set aside to address the cost of the Work or other components of the GMP that were reasonably unforeseen at the time the GMP was developed. Potential costs include, but are not necessarily limited to: refinements to the Project documents as a result of the continuing development of the design, scope gaps between trade contractors, contract default by Subcontractors, costs of corrective work not provided for elsewhere, constructability issues, and issues related to field conditions which a prudent CMR reasonably should not have detected during discharge of any preconstruction duties provided by this CMR. It is understood that the amount of the CMR Contingency is the maximum sum available to the CMR to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CMR Contingency shall be borne by the CMR. The CMR Contingency is not intended to address the cost of material Project scope changes made after the GMP was developed.

The CMR Contingency may be applied without the necessity of a Change Order. Use of a portion of the CMR Contingency does not change the Contract Sum which is based on the GMP, but does increase the amount of money to be paid the CMR for the Work while simultaneously and equally decreasing the amount of money remaining in the CMR Contingency.

Use of the CMR Contingency may only be made with the written approval of the Owner. CMR shall give Notice to Owner prior to commencing any Work for which CMR asserts the CMR Contingency should be used. Owner shall give Notice to CMR within two (2) Working Days from receipt of the CMR request whether or not the request has been approved. If CMR proceeds with such Work prior to receiving approval from Owner for use of the CMR Contingency, CMR does so at its own risk. If Owner does not approve use of the CMR Contingency for such Work the cost of such Work shall be immediately borne by CMR, who may apply for an adjustment from the CMR Contingency later. Owner approval of use of the CMR Contingency is only that the proposed Work is within the intended purpose of the CMR Contingency. The Owner shall specify the procedure for establishing the amount of the CMR Contingency which may be applied to any approved use. There shall be no adjustment to the CMR Fee when using the CMR Contingency. The CMR shall periodically report to the Owner as is reasonably determined by Owner to be necessary but no less than monthly summarizing to date: the amount of the CMR Contingency approved by Owner, all Notices requesting use of the CMR Contingency, the reasons for the requirement to use the CMR Contingency, and the justifications for the use of the CMR Contingency. Unless otherwise specified in the Contract, all CMR Contingency remaining at Project conclusion shall be retained by the Owner.

- 1.7. **CONSTRUCTION MANAGER AT RISK'S (CMR) FEE:** The sum included in the GMP for overhead, profit, and general management of the Work during the Part 2-Construction Phase Services Contract, subject to modification by Change Order. There shall be no adjustment made to the CMR Fee on the Project unless the Owner makes material additions to the scope provided for in the Contract Documents that either individually or in the aggregate cause the GMP to increase by more than ten percent (10%).
- 1.8. **CONSTRUCTION MANAGER AT RISK (CMR):**
The person, firm or other legal entity with whom or with which the Owner has entered into a contractual agreement to provide all construction Work and services for the Project for a Guaranteed Maximum Price (GMP) and to assume the risk of providing the Work within the GMP amount stated in the Contract, subject to Amendments for Additional Services. The Construction Manager at Risk may also be called the Contractor in the Contract Documents.
- 1.9. **CONTRACT:** The signed Agreement between Owner and CMR is the Contract.
- 1.10. **CONTRACT DOCUMENTS:** The Contract Documents are as defined in the Contract.
- 1.11. **CONTRACT PERIOD or CONTRACT TIME:** The period allotted in the Contract Documents for Substantial Completion, and thereafter Final Completion, of the Work, together with any extension of time granted in accordance with the provisions of the Contract Documents.

- 1.12. **CONTRACT SUM:** The total amount payable to the CMR for performance of the Work. The Contract Sum is stated in the Contract and shall include any adjustments granted in accordance with the provisions of the Contract Documents. The Contract Sum also is referred to in the Contract Documents as the GMP or Guaranteed Maximum Price, as defined below.
- 1.13. **CONTRACTOR:** See Construction Manager at Risk. As employed herein, the term "Contractor" may refer to an individual, firm or organization, or to the Contractor's authorized representative.
- 1.14. **COST OF THE CONSTRUCTION WORK:** Cost of the Construction Work as used in the Contract Documents means the direct costs of labor, materials, equipment, and associated costs of the trades/subcontracts which are incorporated into the completion of the Project.
- 1.15. **DATE OF FINAL COMPLETION or FINAL COMPLETION DATE:** The date certified by the Owner's Representative as the date upon which the Work, or a phase of the Work, is completely finished pursuant to the requirements of the Contract Documents, which date shall occur within thirty (30) calendar days after the Date of Substantial Completion of all Work, or a phase of the Work, unless otherwise specified in the Contract Documents.
- 1.16. **DATE OF SUBSTANTIAL COMPLETION: or SUBSTANTIAL COMPLETION DATE:** The date certified by the Owner's Representative as the date upon which the Work, or a phase of the Work, has been completed pursuant to the requirements of the Contract Documents.
- 1.17. **DAY:** The term "day" or "Day" shall mean "calendar day" unless otherwise noted. When any provision in the Contract Documents establishes a time within which an action must be taken or a right must be exercised, if the last Day falls on a Saturday, Sunday, or Holiday, the deadline thereby established shall be extended to the first Arlington Public Schools Normal Working Day thereafter.
- 1.18. **FINAL COMPLETION:** "Final Completion" or the state of being "Finally Complete" shall mean total completion of all Work required by or reasonably contemplated by the Contract Documents. The same requirements shall be satisfied as to a defined portion of the Work for which a separate Date of Final Completion is established. More specific requirements for Final Completion as to the Work or a defined portion thereof may be set forth in the Specifications.
- 1.19. **GENDER AND PLURAL:** Whenever the Contract so admits or requires, all references to one number shall be deemed to extend to and include the other number, whether singular or plural, and the use of any gender shall be applicable to all genders.
- 1.20. **GENERAL CONDITIONS FEE:**
- A. The General Conditions Fee is the total compensation amount payable to the CMR for its on-site supervision, project-specific management personnel, including but not limited to, project executive, project managers and office engineers, superintendents, inspections, labor, professional staff performing scheduling, cost estimating, and accounting services, and out-of-house consultants, including markups as required by the General

Conditions during the performance of the Part 2-Construction Services Phase Contract. The General Conditions Fee includes both Project Site and home office costs required to execute the entirety of the Work. This General Conditions Fee is included as a separate line item in the Guaranteed Maximum Price (GMP) and is a fixed amount for the entire Project as defined by the Contract Documents. The General Conditions Fee may be increased only in the event of a major change to the Work.

- B. The CMR's General Conditions Fee attached to the Contract shall include a unit rate that would be used as a basis for any increase in the General Conditions Fee amount should a material change in the Work take place. General Conditions Fee costs related to any Change Order will be reviewed on an individual basis. The Owner, at its sole discretion, shall make a determination whether the subject of the Change Order is a material change in the Work. Costs resulting from unreasonable delay caused by the acts or omissions of the Owner shall be deemed a major change in the Work
- 1.21. **GUARANTEED MAXIMUM PRICE (GMP):** The Guaranteed Maximum Price, also referred to as the GMP, is the sum total of the Cost of Construction Work, the CMR Contingency, the General Conditions Fee, the Insurance and Taxes Fee, and the Construction Manager at Risk's Fee which the CMR agrees is the total compensation payable to the CMR for performing the Work. The GMP may be modified only by Change Order for work directed by the Owner which is a material change to the Work previously in the Project and not reasonably foreseeable as required to complete the Work.
- 1.22. **HOLIDAY:** Holidays recognized by the Owner which shall not be considered Normal Working Hours are as follows: New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Eve Day, and Christmas Day. Actual dates should be based on the most current Arlington Public Schools calendar.
- 1.23. **INSURANCE AND TAXES FEE:** The Insurance and Taxes Fee is the total of all insurance costs such as but not limited to general liability insurance, builder's risk insurance, payment bond and performance bonds, and any other insurance costs that are required by the Contract Documents, and any taxes such as but not limited to local business license or other taxes that are required for the completion of the Work expressed as a percentage. The Insurance and Taxes Fee includes all items not included in the Cost of Construction Work, the CMR Contingency, the General Conditions Fee, or the CMR Fee necessary to complete the Work.
- 1.24. **NORMAL WORKING DAY:** See "Working Day."
- 1.25. **MODIFICATION:** Any written change to any provision of the Contract Documents, whether by Work Order, Change Order or other means provided by the Contract Documents.
- 1.26. **NOTICE:** Notice or a requirement to "Notify" shall mean written notice. Written Notice shall be deemed to have been duly served if:

- A. Delivered by mail, courier, e-mail, or facsimile transmission to the CMR'S office at the Project Site or to the business address of the CMR as stated in its Proposal; or if delivered in person to the CMR's foreman or superintendent for the Project, or to any officer or director of the CMR.
 - B. Delivered by mail, express mail, or hand delivered to the office of the Procurement Agent, Arlington Public Schools, Syphax Education Center, 2110 Washington Boulevard, Arlington, Virginia 22204; or, when expressly so stated in the Contract Documents, delivered by mail, express mail, email or hand delivery to the Owner's Representative.
 - C. Any requirement in the Contract Documents that an action be taken in writing shall require transmission of the writing to the other party in the form required of a Notice, unless otherwise expressly stated.
 - D. All Notices shall be given to the address shown in the Contract or such other address/addressee as may be provided by Notice after execution of the Contract. Notice sent by registered or certified return receipt mail shall be deemed received on the date shown on the return receipt signed by the receiving party. Notice sent by courier or by hand delivery shall be deemed received on the date shown on the delivery receipt signed by the receiving party. Notice sent by email or facsimile transmission shall be deemed received at 9:00 A.M. on the first Working Day following the date of the transmission.
- 1.27. **NOTICE TO PROCEED:** A written Notice from the Owner to the CMR, which gives consent for commencement of the Work. For projects with phased work, a Notice to Proceed will be issued prior to the commencement of each phase, if a Notice to Proceed is required by the Contract Documents. Unless otherwise provided herein, Work shall commence on the date specified in the Notice to Proceed and all Project Schedules shall be based upon that date.
- 1.28. **OWNER:** Arlington Public Schools (APS) and employees authorized to represent APS.
- 1.29. **OWNER'S PROJECT MANAGER:** APS' employee authorized to act on behalf of the Owner regarding matters related to the Contract, Contract Documents, and on-site construction. The Project Manager may designate additional on-site construction personnel as Owner's Representative to act on the Owner's behalf.
- 1.30. **OWNER'S REPRESENTATIVES:** Owner's Representatives include the Architect, Construction Manager Advisor, and Project Manager and such additional construction personnel who have been designated by the Project Manager to act on behalf of the Owner. Unless otherwise expressly stated or directed by the Owner, reference herein to Owner's Representative shall mean either the project Architect or the Project Manager. CMR will be given written direction regarding the individuals employed by either the Architect or the Project Manager with authority to exercise the duties of the Owner's Representative. The duties and authority of Owner's Representative are set forth in Part 3 of these General Conditions. Notwithstanding any other provision in the Contract Documents to the contrary, any Modification of the Contract Sum or of the Contract Period may be made only by writing signed by the Arlington Public Schools Procurement Agent or the designee thereof as identified to the CMR by writing issued by and signed by the Arlington Public Schools Procurement Agent.

- 1.31. **PROJECT:** The construction services as performed by the CMR, in accordance with the Contract Documents; collectively all of the improvements contemplated by the Contract; synonymous with the term “Work” as the context may require.
- 1.32. **PROJECT SCHEDULE:** The Critical Path Method Baseline Schedule for the Project as a whole established and updated by Monthly Project Schedule Update all in accordance with the provisions of Specifications Section 01 3200. The term “Project Schedule” does not include any Recovery Schedule which may be directed by Owner unless incorporated into the Project Schedule pursuant to the Project Schedule Revisions procedures set forth in Specifications Section 01 3200.
- 1.33. **PROJECT SITE:** The location at which the improvements which are the subject of the Work are to be or are being constructed. May also be referred to as “Site.”
- 1.34. **PROPOSED MODIFICATION:** A request by the Owner or the Owner’s Representative for the CMR’s estimate of cost for a contemplated change to the Work. Such request shall be initiated in writing and processed as set forth in Specification Section 01 2600.
- 1.35. **PROCUREMENT AGENT:** The employee of the Owner with authority to execute contracts, Amendments, and Modifications on behalf of the Owner, and with such other authority as may be set forth in the Contract Documents. See General Conditions Part 16.
- 1.36. **SPECIFICATIONS:** Those portions of the Contract Documents which consist of written technical descriptions of materials, equipment, constructions systems, standards and workmanship to be applied to the Work and certain administrative details, procedures and requirements applicable thereto.
- 1.37. **SUBCONTRACT:** Any contract between the CMR and a Subcontractor, or involving the performance of any Sub-Subcontractor.
- 1.38. **SUBCONTRACTOR:** Any individual, firm or organization other than an employee of the CMR, who contracts with the CMR to furnish or who actually furnishes labor, materials, services or equipment, or any combination thereof to the CMR in connection with the Work.
- 1.39. **SUB-SUBCONTRACTOR:** Any individual, firm or organization, other than an employee of the CMR or of a Subcontractor, who contracts with a Subcontractor to furnish, or who actually furnishes labor, materials, service or equipment, or any combination thereof to a Subcontractor.
- 1.40. **SUBSTANTIAL COMPLETION:** “Substantial Completion” or the state of being “Substantially Complete” shall be that degree of completion of the Work which is sufficient to provide the Owner, in its sole discretion, with the full time use of the Project in all manners or modes of operation and for the purpose or purposes for which it was intended. The same requirements shall be satisfied as to a defined portion of the Work for which a separate Date of Substantial Completion is established. More specific requirements for Substantial Completion as to the Work or a defined portion thereof may be set forth in the Specifications.

- 1.41. **SURETY:** Any person, firm or corporation that has executed as Surety the CMR's performance or payment bonds securing performance of this Contract or providing for protection of claimants who have and fulfill contracts to supply labor or materials to the CMR or to a Subcontractor in connection with the Work. The Surety shall be authorized to do business in the Commonwealth of Virginia and shall be listed on the United States Treasury Department's latest Circular 570.
- 1.42. **WARRANTY PERIOD:** All warranties and guarantees against any defect in the Work shall apply from the date of Final Completion of the Work and shall continue for a period of one (1) year thereafter. Provided, however, in the event the Owner occupies and commences using in the manner intended any designated portion of the Work prior to Final Completion thereof, the one (1) year Warranty as to such defined portion of the Work shall commence on the date the Owner commences such occupancy and use. Provided further, in the event the Contract Documents require a Warranty in excess of one (1) year, the longer term shall apply as applicable.
- 1.43. **WORK:** Everything explicitly or implicitly required to be furnished or performed under the Contract Documents.
- 1.44. **WORK ORDER:** A written directive to the CMR issued on or after the Effective Date of the Agreement which directs changes in the Work and will state the basis for adjustment, if any, in the Contract Sum, or Contract Period, or both. A Work Order shall be used in the absence of total agreement on the terms of a Change Order or when, in the Opinion of the Owner, the time needed to process a Change Order would adversely affect progress on the job. Upon receipt of a Work Order the CMR shall promptly proceed with the change in the Work involved and advise the Owner's Representative of the CMR's agreement or disagreement with the method, if any, provided in the Work Order for determining the proposed adjustment in the Contract Sum or Contract Time. Even if the CMR disagrees with the terms of the Work Order, the CMR must proceed with the changes as directed.
- 1.45. **WORKING DAY:** The hours between 7:00 A.M. and 5:00 P.M., local prevailing time, Monday through Friday, excluding Owner Holidays. Also, may be referred to as "Business Day."

PART 2 EXECUTION AND INTENT OF THE CONTRACT

- 2.1. **CONTRACT SIGNATURE:** Two (2) copies of the Agreement Between the Owner and the CMR for Construction Phase Services shall be signed by both the Owner and the CMR. CMR shall not commence any Work prior to submission to the Owner of fully executed payment bond and performance bond in the form provided by the Owner in the amount of the GMP. The Performance Bond and the Payment Bond shall be in effect as of the date the successful Offeror signs the Contract, and shall remain in effect through the later of the expiration of all applicable Warranty Periods or final conclusion of all third-party claims against the Offeror, including all appeals. If executed prior to the date the successful Offeror signs the Contract shall include written certification from the surety that the bond is effective as of the date of the Contract.
- 2.2. **EXECUTION OF AGREEMENT:** Execution of the Contract by the CMR is a certification that the CMR has examined the Project Site, become familiar with local conditions under which the Work is to be performed

and correlated personal observations with the requirements of the Contract Documents, and has examined all Contract Documents, Drawings, and Specifications, as required by the Contract.

- 2.3. **INTENT OF THE CONTRACT DOCUMENTS:** The intent of the Contract Documents is to include all items necessary for the proper management, execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. Any doubt as to whether any work is within the scope of the Contract shall be resolved in favor of an interpretation that the Work is within the scope of the Contract. Use of the term “include” or “including” shall be deemed to mean “include without limitation,” “including but not limited to,” and similar expansive intent.
- 2.4. **DRAWINGS AND SPECIFICATIONS:**
- A. The subdivision of the Drawings and Specifications into divisions, Sections and articles is for the purpose of ease of reference only and shall not control the CMR in dividing the work among Subcontractors or in establishing the extent of Work to be performed by any trade. The CMR shall be responsible for segregating the Work among the various trades.
 - B. The Specifications shall serve to amplify the requirements of materials and assemblies. The mention in any Section of the Specifications of any article or operation requires that the CMR shall provide all such items indicated on, or reasonably inferred from, the Drawings, furnishing for such purpose all labor, materials and equipment required in connection therewith. Omission of any article, operation, or detail does not relieve the CMR of the responsibility for completion of the work reasonably intended by the Drawings and Specifications to be included in the Contract.
 - C. In the case of conflict or inconsistency between the Drawings and Specifications or within Drawings, or Specifications not clarified by Addendum, the CMR shall: (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement either or both in accordance with the Owner’s Representative’s interpretation. The CMR shall notify the Owner’s Representative of discrepancies found before materials are fabricated or Work performed.
 - D. The CMR shall adhere to dimensions though differing from scale measurements. In the absence of dimensions or in case of doubt as to the proper measurement, consult the Owner’s Representative. Actual field dimensions where applicable are to be verified by the CMR in the field prior to proceeding.
 - E. If the CMR also was the CMR for Pre-Construction Phase Services, CMR shall be entitled to no increase in the Contract Sum and to no extension of the Contract Time on any ground for which such increase or extension would be barred by an applicable provision of the Part 1 Pre-Construction Phase Services Contract arising from or related to the Drawings or Specifications which does not result in a material increase in the scope of the Work.

2.5. CONTRACT INTERPRETATIONS:

- A. The Owner and/or the CMR may request Contract interpretations in writing from the Owner's Representative. Such requests for interpretations must be submitted sufficiently in advance of the date upon which the interpretation is actually required by the Owner or the CMR to allow the Owner's Representative to issue the interpretation so as not to delay the Work. CMR shall be responsible for any delay resulting from failure to submit a request for interpretation in a timely manner. Written interpretations so requested shall be issued by the Owner's Representative in a manner commensurate with the timely execution of the Work, shall be consistent with the intent of the Contract Documents, and shall be in accordance with the approved Project Schedule.
- B. The CMR shall pay to Owner any amounts paid by the Owner's Representative for the Owner's Representative to evaluate and respond to the CMR's request for interpretation, where such information was available to the CMR from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, CMR-prepared coordination drawings, or prior Project correspondence or documentation.

2.6. COPIES AND OWNERSHIP OF CONTRACT DOCUMENTS:

- A. The CMR will not be provided with hard copies of the Drawings, Project Manual and other Documents prepared by the Owner's Representative. The CMR will be provided access to an FTP site or online electronic storage site where electronic copies, in PDF file format, of the aforementioned documents will be available free of charge. The CMR shall bear any costs of training required to access the FTP or electronic storage site. Should the mode of storage of electronic documents change during the Contract Period, the CMR shall not be entitled to a change in the Contract Sum.
- B. Original Drawings and Specifications are the property of the Owner, and the CMR may not use the Drawings and Specifications produced pursuant to this Agreement for any purpose not relating to the Project without the Owner's consent.
- C. The Owner's Representative will make available to the CMR, versions of the Drawings, Specifications, and Addenda in electronic format (i.e. PDF file formats). The Contract Drawings executed or identified in accordance with Paragraph 1.10 shall prevail in cases of an inconsistency with subsequent versions made through manipulative electronic means involving computers.
- D. The CMR shall not transfer or reuse Drawings and Specifications in electronic or machine-readable form without prior written consent of the Owner's Representative.

2.7. SUBSTITUTIONS: Substitutions are not permitted after Proposals are received, except as set forth in Division 1, Section 01 2500.

PART 3 OWNER'S REPRESENTATIVE

- 3.1. **ADMINISTRATION OF CONTRACT:** The Owner's Representative shall provide administration of the Contract in accordance with the Contract Documents between the Owner and the Owner's Representative.
- 3.2. **OWNER'S REPRESENTATIVE:** The Architect and the Project Manager, shall serve as the Owner's representative during construction, until final payment is due, and with the Owner's concurrence, from time to time during the Warranty Period. The Owner's Representative shall advise and cooperate with the Owner and shall act on the Owner's behalf in accordance with the Contract Documents. The Owner shall issue instructions to the CMR or, at the Owner's option, elect to have the Owner's Representative issue instructions to the CMR.
- 3.3. **SITE VISITS:** The Owner's Representative shall have access to Work in process at all times to determine the progress and to assess the quality of the Work. Based upon its on-site evaluations, the Owner's Representative will advise the Owner of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work. The Owner's Representative shall not have control over or charge of and shall not be responsible for construction methods, techniques, procedures, sequences or safety measures employed in connection with the Work. The Owner's Representative shall not be responsible for the failure of the CMR, subcontractors, or Sub-subcontractors to perform the Work in accordance with the Contract Documents.
- 3.4. **CERTIFICATION OF PAYMENTS:** Based upon the Owner's Representative's observations and evaluations of the CMR's Application for Payment, the Owner's Representative shall review and certify the amounts due the CMR from the Owner.
- 3.5. **INTERPRETATION OF CONTRACT:** The Owner's Representative shall interpret the Contract requirements in accordance with General Conditions Paragraph 2.5, and shall serve as an advisor to the Owner concerning the performance of the Work. The presence of any onsite Owner's Representative shall in no way constitute an approval of means, methods or materials which do not conform to the requirements of the Contract Documents.
- 3.6. **REJECTION OF WORK:** The Owner's Representative and/or the Owner shall have the authority to reject Work that does not conform to the requirements of the Contract Documents. In the event rejected Work requires additional testing or additional inspections, CMR shall pay the Owner all amounts paid by the Owner to the Owner's Representative and other third-party consultants for any such additional testing or inspections. The Owner's Representative and/or the Owner shall have the authority to order special inspections or tests, regardless of whether or not the Work has been fabricated, installed or completed. Such special inspections or tests shall be performed at the CMR's sole expense and no increase to the Contract Sum. No responsibility or duty of the Owner's Representative and/or the Owner to the CMR, Subcontractors, or Sub-subcontractors shall be created by this authority or by good faith decisions rendered in the exercise of this authority. At all times the CMR is fully responsible for the quality of the Work and full and complete performance of the terms and specifications of the Contract. The Owner then has the right to issue a Unilateral Change Order deducting the cost of correcting the deficiencies, including any charges for special inspections or tests as well as charges by the Architect, plus a markup of ten percent (10%) to cover administrative costs, from the balance due to the

CMR. If the balance due to the CMR is not sufficient to cover the deduction established by the Unilateral Change Order, then the CMR shall pay to the Owner the difference.

- 3.7 **ADMINISTRATION OF CONTRACT:** The Owner's Representative shall prepare Change Orders, shall observe the Work to determine the Dates of Substantial and Final Completion, shall review all required documents submitted by the CMR, and shall issue Certificates of Substantial Completion and Final Completion in accordance with the provisions of General Conditions Paragraphs 11.6 and 11.7.

PART 4 OWNER

- 4.1. **SITE SURVEYS:** The Owner shall make available to the CMR such information as the Owner has in its possession describing the physical characteristics, legal limitations and utility locations for the Project Site; provided, however, that the provisions of such information shall not relieve the CMR from its obligation to inspect for itself and determine the site conditions. The Owner makes no representations whatsoever concerning the quality or contents of any information so provided and the CMR relies on such information solely at its own risk.

The CMR shall confirm locations of existing utilities by performing test pits, or using other means and methods as outlined by the Commonwealth of Virginia Miss Utility laws, at the CMR's sole expense and no increase to the Contract Sum. Any discrepancies found with locations of existing utilities will be brought to the attention of the Owner and coordinated around the new Work in its design intent at the CMR's sole expense and no increase to the Contract Sum. All discrepancies will be noted on the As-Builts and documented at the CMR's sole expense and no increase to the Contract Sum.

- 4.2. **REJECTION OF WORK:** The Owner shall have the right but not the obligation to reject Work in accordance with General Conditions Paragraph 3.6 or of any other provision of the Contract Documents, without waiver of the CMR's obligation to fully perform under the Contract.
- 4.3. **CERTIFICATION OF PAYMENTS:** The Owner shall have the right but not the obligation to review, revise, and approve the Owner's Representative's certifications concerning payment.
- 4.4. **RIGHT TO STOP WORK/RIGHT TO CORRECT DEFICIENCIES:** If the CMR does not correct non-complying Work, or is consistent in not supplying and/or furnishing labor, material, and equipment necessary to Work performance, then the Owner has the right to order the CMR to stop the Work until such time as the cause of the order has been corrected. Should the CMR default, fail to perform the Work, or improperly perform the Work, the Owner has the right, after three (3) days written notice, to correct the deficiencies. The CMR shall pay to the Owner the Owner's cost of correcting the deficiencies, including any charges for special inspections or tests as well as charges by the Architect or other entity retained by APS to advise it, plus a markup of ten percent (10%) to cover administrative costs. The Owner's exercise of the right to correct deficiencies shall in no way prejudice or limit any other remedy that the Owner may have.

PART 5 CONSTRUCTION MANAGER AT RISK**5.1. GENERAL REVIEW OF CONTRACT DOCUMENTS:**

- A. The CMR shall perform all Work and shall furnish, at its own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the Work. The CMR shall be responsible for the entire Work until Final Completion of all Work has been achieved.
- B. Unless otherwise provided herein, the Work shall be performed in accordance with the best modern practice and with materials and workmanship of highest quality.
- C. Supervisor and Construction Procedures: The CMR shall supervise and direct the Work and coordinate the Work with that of separate Contractors using CMR's best skill and attention, with at least the use of an onsite full-time superintendent, onsite full-time project engineer and full-time project manager. Unless otherwise noted herein, the CMR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Unless otherwise expressly provided, the means and methods of construction shall be such as the CMR may choose; provided, however, that the CMR shall employ adequate and safe procedures, methods, structures and equipment. Neither the Owner's Representative's approval nor its failure to exercise its right of approval shall relieve the CMR of its obligation to accomplish the result intended by the Contract, nor shall the Owner's Representative's approval or failure to approve create a cause of action for damages against the Owner's Representative or the Owner, or provide a defense by the CMR in any cause of action by the Owner against the CMR.
- D. The CMR shall study and review the Contract Documents and shall compare them with each other and with such information made available by the Owner. The CMR shall be responsible for advising the Owner's Representative and the Owner of any errors, inconsistencies or omissions discovered or which in the exercise of due diligence as a reasonably competent contractor reasonably should have been discovered by it.
- E. The CMR shall be responsible for all costs or delays resulting from the CMR's or a Subcontractor's failure to obtain and review Contract Documents provided by the Owner.

5.2. CHARACTER AND COMPETENCY:

- A. The CMR and its Subcontractors represent a duly organized and licensed entity which employs qualified and experienced personnel who specialize in performing the type of construction services required hereunder. The CMR agrees that it and its Subcontractors shall provide a sufficient number of personnel who are suitably qualified and experienced and who are in all respects acceptable to the Owner to perform the Work in an efficient and timely manner. The CMR represents that it and its Subcontractors are capable in all respects (including the possession of sufficient financial resources to provide fully for the payment of employees) of performing the Work and agrees to provide

construction services of high quality. The CMR agrees that it and its Subcontractors shall diligently and conscientiously devote their resources to the performance of the Work.

- B. The Owner, upon written notice to the CMR, and in the Owner's sole discretion, shall have the right to direct the CMR and its Subcontractors to remove an employee permanently from the Project Site for any reason. Any individual who is removed from the Project Site pursuant to this Section may not return without specific permission of the Owner.
- C. The CMR will ensure that no Work shall be performed in occupied areas during school hours unless express written approval has been granted by the Owner and proper safety precautions have been exercised to isolate the area of the Work.
- D. Tobacco products, alcoholic beverages, illegal drugs, and weapons are prohibited on the Project Site and will constitute grounds for immediate removal of any employee of the CMR or of any Subcontractor from the Project Site. Sexual harassment, profanity, and inappropriate behavior are not permitted on the Project Site and will constitute grounds for immediate removal of any employee of the CMR or of any of its Subcontractors.
- E. No Smoking Policy on Arlington Public Schools' property: The CMR, all Subcontractors and all Sub-subcontractors, including their employees or agents, performing work on Arlington Public Schools' property shall abide by the no-smoking policies applicable to the property.
- F. Drug-Free Workplace. For the purposes of this Contract drug-free workplace means a site for performance of Work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract. During the performance of this Contract, the CMR agrees to:
 - 1. Provide a drug-free workplace for the CMR's employees;
 - 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CMR's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - 3. State in all solicitations or advertisements for employee's place by or on behalf of the CMR that the CMR maintains a drug-free work place; and
 - 4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor.
- G. CMR Certification Regarding Criminal Convictions

1. As a condition of awarding a contract for the provision of Work that require the CMR or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the CMR to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The CMR certification covers its employees, its Subcontractors and the employees thereof.
 2. The CMR certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The CMR, upon demand from APS, shall provide all information which allowed for the CMR's certification.
 3. The CMR shall submit to the Owner a completed CMR Certification Regarding Criminal Convictions on the form provided by the Owner (see RFP attachment).
- H. The CMR shall have no portion of the Work performed by any person or entity which does not have a current Virginia Contractor's License of the Class and Specialty required for performance of that portion of the Work.

5.3. PERMITS, FEES AND NOTICES:

- A. The CMR shall comply with all local, state and federal laws, rules or ordinances applicable to this Contract and the Work to be performed hereunder. The CMR shall also obtain, at its expense, all permits, inspections, licenses, fees and other authorizations necessary for the prosecution of the Work, except that the Owner shall obtain, at its expense, the building permit or easement agreement necessary and indispensable to the completion of the Project.
- B. The CMR shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations and directives of any public authority bearing on the performance of the Work. Should the CMR determine that the Contract Documents, or any of them, do not conform with such laws, ordinances, rules, regulations and directives in any respect, it shall promptly inform the Owner's Representative of such fact in writing. Any required changes shall be made by suitable approved Modification. If the CMR performs any Work when it knew or in the exercise of reasonable care

should have known it to be in conflict with such laws, ordinances, rules and regulations without notifications to the Owner's Representative, the CMR shall accept all responsibility and bear all cost relating thereto.

- C. The CMR shall comply with all conditions in the approved Use Permit for the Project and shall comply with all requirements for Permits and Occupancy. The CMR shall meet all the requirements of the Use Permit to achieve the Permits and various Certificates of Occupancy for the Project, Interim, Partial or Final. Should the CMR not meet the stipulated contractual dates for Permits, Inspections and Occupancy, the Owner may issue a deduct Change Order to cover any and all costs, overtime fees and other related costs to the delay in obtaining the required Permits, Inspections or Occupancy.

5.4. **RESPONSIBILITY TO COMPLY WITH OWNER'S SOFTWARE:** The CMR shall be responsible as a part of the Work to use such software or software products as may be designated by the Contract Documents or otherwise directed for use by the Owner in performing all obligations, and exercising all rights, under the Contract Documents. Should there be any changes in any such software requirements during the Contract Period such change shall not be the basis of any claim of any sort by CMR.

5.5. **RESPONSIBILITY FOR THOSE PERFORMING THE WORK:** The CMR shall be responsible and accountable to the Owner for the acts and omissions of the CMR's employees in connection with the performance of the Work and for any Subcontractors or other persons performing any of the Work under a contract with the CMR or a contract with a Subcontractor. The CMR shall be responsible for maintaining the cleanliness on the Project Site at all times and shall exercise dust control when required.

5.6. **DRAWINGS AND SPECIFICATIONS AT THE SITE:** The CMR shall maintain one full size copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications at the Project Site. The CMR will also retain all permits sets in good condition at the Project Site. All of the documents are to be kept in good order and marked to record all changes made during construction. The documents shall be made available to the Owner and Owner's Representative during performance of the Work. Upon completion of the Work, these As-Built drawings together with all changes and revisions made during construction shall be delivered to the Owner's Representative, with one digital copy.

5.7. **SHOP DRAWINGS:**

- A. The CMR shall prepare, review, approve and submit to the Owner's Representative Shop Drawings and similar submittals required by the Contract Documents with promptness and in accordance with the Submittal Schedule so as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the CMR which are not required by the Contract Documents may be returned without action. Shop Drawing submittals are to be prepared and submitted as set forth in Submittals, Section 01 3300 of the Specifications to allow for review and approval by the Owner and not affect the procurement and installation of the submitted items. CMR shall not be entitled to any Modification of the Contract Sum or of the Contract Period for any consequence of failure of the CMR to comply strictly with any submittal requirement.

- B. The CMR shall perform no portion of the Work requiring submittal and review of Shop Drawings or similar submittals until the respective submittal has been approved by the Owner's Representative. Such Work shall be performed in accordance with the approved submittals.
 - C. By approving and submitting Shop Drawings and similar submittals, the CMR represents that the CMR has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 - D. The CMR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's Representative's approval of Shop Drawings or similar submittals unless the CMR has specifically informed the Owner's Representative in writing of such deviation at the time of submittal and the Owner's Representative has given written approval to the specific deviation. The CMR shall not be relieved of responsibility for errors or omissions in Shop Drawings or similar submittals by the Owner's Representative's approval thereof.
 - E. The CMR shall direct specific attention, in writing or on resubmitted Shop Drawings or similar submittals, to revisions other than those requested by the Owner's Representative on previous submittals.
 - F. Informational submittals upon which the Owner's Representative is not required to take responsive action may be so identified in the Contract Documents.
 - G. Additional requirements are contained in Submittals, Section 01 3300 of the Specifications.
- 5.8. **INSPECTION OF WORK:** The CMR shall be responsible for inspection of portions of Work or phases of Work already performed hereunder to determine that such portions are in proper condition to receive subsequent Work. In calling for inspections, the CMR certifies that the Work being called for inspection meets the Contract and all code requirements for completeness and quality. Irrespective of any third-party inspections, the CMR remains responsible for any after discovered defects in Work and is fully responsible for any delays and costs associated with such defective, insufficient or non-compliant Work.
- 5.9. **TESTS AND INSPECTIONS:** Unless otherwise provided in the Contract Documents, the CMR shall be responsible for scheduling, compliance and costs associated with all tests or inspections required by local authorities having jurisdiction over the Project. The CMR shall give the Owner and the Owner's Representative 48 hour notice of the date and time of all required tests and inspections, including third party inspections under the purview of the Owner. CMR shall assist and coordinate with third party inspections as required. CMR shall notify the Owner and Owner's representatives of the cancellation of any inspections either by the local authorities or third-party inspections at least 24 hours prior to the scheduled inspection. The CMR shall be responsible for any associated added costs incurred due to cancellation of inspections, including but not limited to, any added cost required by local authorities or third-party inspectors due to a failure of inspection from deficient work or rework resulting in the need for additional inspections.

5.10. USE OF SITE:

- A. The CMR shall confine the Work to areas of the Project Site permitted by the Contract Documents and shall comply with all applicable laws, ordinances, and permits related to the Project Site.
- B. The CMR shall establish and maintain security procedures controlling access to the Project Site. These procedures shall include the maintenance of a centrally located sign-in/sign-out log and the issuance of temporary security badges to short term visitors to the Site. The Owner's Representative (Project Manager) will provide project specific hardhat stickers to all CMR and Subcontractor employees assigned to work on the Project. Request for such stickers will not be valid unless accompanied with a completed "Construction Manager at Risk Certification Regarding Criminal Convictions" form.
- C. CMR workers shall not be present in any building and/or property owned or controlled by Owner without an Owner employee present nor without a CMR issued APS hard hat sticker. In the event the CMR desires to perform Work on weekends, outside normal working hours or a Holiday in any building and/or property owned or controlled by Owner, CMR shall notify the Owner in writing at least two working days prior to the intended Work. Upon approval from the Owner, which Owner may in its sole discretion decline to grant, the Work can be scheduled and the Owner will provide an employee to deactivate the building security system and remain present while CMR workers are present. The cost for Owner employee support for overtime and weekend Work shall be paid by the CMR to the Owner at a rate of \$40 per hour per person. The cost of custodial support for Sunday or holiday work shall be paid by the CMR to the Owner at a rate of \$70 per hour per person. The Owner shall submit employee time sheets to the CMR for review and verification. The cost for the Owners Representatives and/or consultants for Weekend or Holiday work shall be paid by the CMR at a rate of \$150 per hour.
- D. The CMR shall maintain the building interior and exterior grounds of the Project Site in a clean and orderly state. The CMR shall conduct periodic cleaning of the building interior, grounds, parking lots, driveways and sidewalks to assure that construction debris and unnecessary material and equipment do not accumulate. The CMR shall also conduct periodic landscape maintenance of vegetated areas of the Site.
- E. If in the Owner's sole discretion, the Project Site requires cleaning, landscape maintenance, or excess material removal, in total or in part, the Owner shall request the CMR conduct the necessary cleaning and removal. Should the CMR fail to accomplish the requested cleaning within three (3) Working Days, the Owner reserves the right to use outside sources to conduct the cleaning or maintenance and to charge the CMR for all costs incurred by the use of the outside sources, plus a markup of ten percent (10%) to cover administrative costs.
- F. The CMR shall be responsible for the protection and security of the Project Site and shall have in place procedures to maintain positive control over vehicular and pedestrian traffic entering the Site and maintain a security perimeter around the construction Site by employing the following measures:

1. Completely enclose the Project Site at the outer limits of the construction area with a chain link fence with a minimum of six feet height. The fence shall be firmly anchored in the ground or into concrete bases to prevent movement, lifting, or passage beneath the fence. The fence shall be continuous and securely fastened at seams to prevent gaps greater the 3 inches in width at any point.
2. The perimeter fence may be penetrated to provide vehicular and pedestrian access. These entrance penetrations must be capable of being closed and locked and shall be constructed of chain link to a minimum of height of six feet when closed.

5.11. **INDEMNIFICATION:** The CMR covenants to save, defend, hold harmless, and indemnify the Owner, Arlington School Board, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the CMR's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its Work called for by the Contract Documents or otherwise occurring on the Project Site. This indemnification obligation shall survive the termination of this Contract.

5.12. **CONFLICT OF INTEREST:**

- A. § 2.2-4367. Purpose - The provisions of this article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§ 2.2-3100, et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438, et seq.), and 3 (§ 18.2-446, et seq.) of Chapter 10 of Title 18.2.
- B. The provisions of this article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (1982, c. 647, § 11-72; 1987, Sp. Sess., c. 1; 2001, c. 844.)

5.13. **EMPLOYMENT DISCRIMINATION BY CMR PROHIBITED:** During the performance of this Contract the CMR agrees as follows:

- A. The CMR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CMR. The CMR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The CMR, in all solicitations or advertisements for employees placed by or on behalf of the CMR, will state that the CMR is an Equal Opportunity Employer.

- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. The CMR will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each Subcontractor or vendor.
 - E. Arlington Public Schools does not discriminate against faith-based organizations.
- 5.14. **ASBESTOS ABATEMENT:** If the Work involves any aspect of asbestos abatement, the CMR, if not licensed as an asbestos abatement contractor in accordance with Va. Code Ann. §54.1-514, shall have all asbestos-related Work performed by Subcontractors who are duly licensed as asbestos contractors for the Work required.
- 5.1.5. **LEAD BASED PAINT ACTIVITIES:** If the Work involves lead based paint present on existing materials, components, or surfaces, the CMR shall comply with all applicable federal and Commonwealth statutes and regulations in dealing with lead based paint.
- 5.16. **LAND DISTURBING ACTIVITIES:** If the Work includes any land disturbing activities, the CMR shall have on-site an individual certified by the Virginia Department of Environmental Quality as a Responsible Land Disturber in accordance with Va. Code Ann. §10.1-563. The Responsible Land Disturber shall, on behalf of the CMR, be the person responsible for the installation, inspection and maintenance of erosion control and storm water management measures and devices. It also shall be the responsibility of the CMR to prevent soil erosion from the Site, the runoff of silt, and the washing or blowing of debris from the Site.

PART 6 SUBCONTRACTORS

- 6.1. **ABSENCE OF CONTRACTUAL RELATIONSHIP:** Nothing contained in the Contract Documents shall operate to, or otherwise have the effect of, creating a contractual relationship between the Owner or the Owner's Representative and any Subcontractor.
- 6.2. **AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:**
- A. The CMR may only self-perform 10% of the work, and, for the remaining 90% of the work, the CMR must procure it by publicly advertised, competitive sealed bidding to the maximum extent practicable. No award shall be made to a Subcontractor if that entity would be deemed not responsible in a solicitation by Owner or any other public body.
 - B. Upon request, the CMR promptly shall file with the Owner a copy of any one or more of its subcontracts. The CMR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CMR in accordance with the terms of these Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CMR the same power to terminate any subcontract that the Owner may exercise to terminate the CMR under the provisions

of these Contract Documents. The CMR shall bear all additional expenses due to its exercising of its rights under this paragraph.

- C. The Owner's review or acceptance of Subcontractors as described herein shall not relieve the CMR of any of its responsibilities, duties and liabilities under the Contract Documents. The CMR shall be responsible to the Owner for the acts, defaults, or omissions of the CMR's Subcontractors and of its Subcontractors' officers, authorized representatives and employees.

6.3. **SUBCONTRACTOR AND SUB-SUBCONTRACTOR AGREEMENTS:** Work performed by a Subcontractor or a Sub-subcontractor shall be defined by a signed agreement between a Subcontractor and the CMR, or between a Sub-subcontractor and a Subcontractor, as applicable. Any Subcontractor or Sub-subcontractor performing any portion of the Work must hold a Virginia Class A Contractor's License and the classifications or specialty designations required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations to perform such Work. Each such agreement shall be submitted by the CMR to the Owner's Representative within ten (10) days of the Subcontractor award and shall:

- A. Not contain a provision which purports to negate, conflict with or otherwise compromise the requirements of the Contract Documents;
- B. Not contain a provision which purports to adversely affect the rights of the Owner and the Owner's Representative as such rights are defined in the Contract Documents;
- C. Require timely processing of applications for payment and of claims for additional costs, damages, or time in order that the CMR may in turn promptly process such applications or claims in conformance with the Contract Documents;
- D. Waive the rights of either party against the other in regard to claims for fire or other peril covered by the property insurance described in General Condition 13. Such waiver shall not exclude either party from rightful access to the proceeds of such insurance;
- E. Make specific reference to the conditions of this General Conditions Paragraph 6.3 as a mutually binding provision; and
- F. Contain evidence indicating the Subcontractor's acceptance of the time allotted to perform its portion of the Work which shall be submitted by the CMR to the Owner's Representative within ten (10) days of the Subcontractor award.
- G. Contain the Subcontractor's Virginia Class A Contractor's License and expiration date showing the Subcontractor also holds the classifications or specialty designations required by the Virginia Department of Professional and Occupational Regulation Board for Contractors Regulations to perform the work to which the Subcontract applies.

6.4. PAYMENTS OF SUBCONTRACTORS:

- A. Within seven (7) days after receipt of payment from the Owner, the CMR shall:
1. Pay each Subcontractor an amount equal to the percentage of the work attributable to such Subcontractor, less an amount equal to the percentage of payments to be retained by the Owner from the CMR as retainage; or
 2. Notify the Owner and the Subcontractor in writing of the intention to withhold all or part of the amount due a Subcontractor and state the reason for such withholding.
- B. In the event the CMR fails to submit a timely Application for Payment, and that failure is due exclusively to the actions of the CMR, the Subcontractor shall have the right to be paid by the CMR upon demand of the amounts due.
- C. The CMR shall pay interest on amounts owed to the Subcontractor which remain unpaid seven (7) days after the CMR's receipt of payment from the Owner. Interest on such amounts shall accrue at the rate of one percent (1.0%) per month. Amounts owed the Subcontractor which have been withheld pursuant to Paragraph 6.4.A.2 shall not accrue interest.
- D. Insurance proceeds received by the CMR under the insurance policies described in Paragraph 13.1 shall be equitably distributed to the Subcontractors affected by the insured loss.
- E. Information concerning percentages of completion of work performed by a Subcontractor as shown in Application for Payment may be made available to that Subcontractor upon determination of the Owner.
- F. The CMR shall include in each subcontract a requirement that each Subcontractor shall be bound by and subject to the provisions of this Paragraph 6.4 regarding payments made to its Sub-Subcontractors.
- G. The CMR's obligations with respect to payments to its Subcontractors as outlined in this Paragraph 6.4 above shall not operate to create any obligation or contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor.
- H. The CMR's obligation to pay an interest charge to a Subcontractor is not an obligation of the Owner. A Contract Modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- I. The CMR shall include in each subcontract the same requirements as appear in this General Conditions Paragraph 6.4 and shall require the completion of the Construction Manager at Risk Certification Regarding Criminal Convictions set forth in General Conditions Paragraph 5.2.

PART 7 SEPARATE CONTRACTS**7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS:**

- A. The Owner reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the Project Site.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate contract for construction.
- C. At no additional cost to the Owner, the CMR shall coordinate the Work with the activities of each separate Contractor. When directed to do so by the Owner, the CMR shall participate with separate Contractors and the Owner in reviewing their separate construction schedules and shall make any revisions to incorporate that activity into the Project Schedule necessitated thereby.
- D. The CMR shall afford the Owner and any separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the CMR's construction and operations with theirs as required by the Contract Documents.
- E. If part of the CMR's Work depends for proper execution or results upon construction or operations by a separate Contractor, the CMR shall, prior to proceeding with that portion of the Work, promptly report to the Owner in writing any apparent discrepancies or defects in such construction or operations performed by a separate Contractor that would render it unsuitable for such proper execution and results. Failure of the CMR to report such apparent discrepancies and/or defects shall constitute an acknowledgment that the separate Contractors' completed or partially completed construction is fit and proper to receive the CMR's Work, except as to defects not then reasonably discoverable.

PART 8 MISCELLANEOUS PROVISIONS

- 8.1. **GOVERNING LAW:** The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the CMR shall comply with applicable federal, state, and local laws, ordinances and regulations.
- 8.2. **SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES:** This Agreement shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Owner shall be under no obligation to agree to any requested assignment, sublet or transfer. Owner will not consent to any requested assignment, sublet or transfer to any entity who was an unsuccessful Offeror, who was deemed not to be qualified, or who was or is deemed not to

be responsible. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Agreement.

- 8.3. **ENTIRE AGREEMENT:** The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersede all prior and contemporaneous agreements, statements and understandings of the parties in connection therewith.
- 8.4. **ROYALTIES AND PATENTS:** The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the CMR is required or desires to use any design, device, material or process covered by letters of patent or copyright, the CMR shall indemnify and save harmless the Owner and Owner's Representative, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under the Contract, and shall indemnify the Owner and the Owner's Representative, their officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.
- 8.5. **CLAIMS FOR DAMAGES:** If the CMR wishes to make a claim, whether for extra compensation, damages or other relief, by reason of any act or omission of the Owner or its agents or representative or other causes beyond the reasonable control of the CMR, the CMR shall comply with the requirements set forth below. Strict compliance with all claims submission requirements set forth below or in any other provision of the Contract Documents shall be a condition precedent to the CMR's right to pursue any claim or to recover or prevail thereon. All time requirements set forth as claims submission requirements shall be deemed to be of the essence. Compliance with all claims submission requirements shall not, however, create any presumption of validity of any claim.
- A. The CMR must at the time of the discovery of the occurrence of the event giving rise to the claim and before beginning any work on which the claim is based deliver to the Owner's Representative, to the Procurement Agent, and to the Owner's Project Manager a written statement identifying itself as a Notice of claim, stating the circumstances of the occurrence, specifying the additional work contemplated as being required, state why such work is not already included within the scope of the Contract Documents, and to the extent reasonably foreseeable estimate the anticipated amount of the claim.
- B. If the Owner within five (5) Working Days following receipt of such Notice of claim does not direct the CMR otherwise, the CMR shall proceed with the work which is the subject of the claim and within ten (10) calendar days after completion of the work for which additional compensation is claimed shall submit in writing to the Owner's Representative, to the Owner's Project Manager, and to the Procurement Agent a written itemization of the actual additional compensation claimed, with all supporting documentation.
- C. The Procurement Agent or his designee shall make a determination within ninety (90) days after receipt of the submission described in Subparagraph B above, which decision shall be the final determination

of the Owner. Failure by the Procurement Agent to issue a final decision shall be deemed a final decision to deny the claim as of the ninetieth (90th) day. A final decision by the Owner shall be a condition precedent to institution by the CMR of any judicial claim for relief on the claim. The CMR's right to seek judicial appeal of denial of a claim is barred if no suit is filed within six (6) months following the Owner's final decision. No consideration by the Owner of any additional submissions by the CMR in support of any claim shall extend this six-month limitation.

- D. The CMR shall comply with all directions and decisions of the Owner's Representative, the Owner's Project Manager, or the Procurement Agent and shall proceed diligently with the performance of the Contract and with any disputed work pending final resolution of any claim or dispute. "Final resolution" shall include the exhaustion of all judicial proceedings.
- E. No claim whatsoever shall be made by the CMR against any officer, authorized representative or employee of the Owner or Owner's Representative for, or on account of, anything done or omitted to be done in connection with this Contract.
- F. Failure of the Owner at any time to require compliance with any term or condition of the Contract Documents or of any claims submissions requirements shall not be deemed a waiver of such term, condition, or requirement, or a waiver of the subsequent enforcement thereof.
- G. In the event the CMR makes a claim for additional compensation other than for damages related to delay which results in litigation, if the Owner substantially prevails in such litigation the CMR shall indemnify and hold the Owner harmless from any and all reasonable attorneys' fees, litigation costs of all types, and expert witness fees and costs, arising from or related to such claim and litigation. Any claim for delay damages shall be subject to the provisions of Va. Code. Ann. § 2.2-4335.
- H. If additional compensation is granted as to any claim, either by consent of the Owner or by judicial decision, the CMR shall not be entitled to recover any interest on any amounts claimed to be due from the Owner which are the subject of a good faith dispute by the Owner which are paid within thirty (30) days following final resolution of such dispute. Interest shall accrue on any claim not paid within such thirty (30) days at the legal rate of six percent (6%) per annum simple interest commencing on the date of such final resolution.
- I. No claims provision in this Agreement waives the Owner's sovereign immunity or waives the ability of the Owner to invoke sovereign immunity where sovereign immunity may be applicable.

8.6. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The CMR certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

8.7. **ASSURANCES OF COMPLIANCE:** The CMR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended and Title VI of the Civil Rights Act.

8.8. **CONFLICT WITH PROVISIONS OF THE CODE OF VIRGINIA:** In the event that there is a conflict between the language of this Agreement and any mandatory provisions or requirements of the Code of Virginia, and specifically Chapter 43, Title 2.2, ("Virginia Public Procurement Act"), the Code of Virginia shall control.

8.9. **VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT:**

A. During the performance of this Contract the CMR agrees as follows:

1. The CMR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, any disability 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 CMR. The CMR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The CMR, in all solicitations or advertisements for employees placed by or on behalf of the CMR, will state that such CMR is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this action.
4. The CMR will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order over \$10,000.00, in order that the provisions above will be binding upon each Subcontractor.

B. Nothing contained in this provision shall be deemed to require CMR to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex, age or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, age or national origin employed by CMR in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the state.

C. Arlington Public Schools does not discriminate against faith-based organizations.

8.10. **SMALL, MINORITY, WOMEN OWNED AND SERVICE DISABLED VETERANS BUSINESS ENTERPRISES AND EMPLOYMENT SERVICES ORGANIZATIONS:**

The Arlington County Human Rights Ordinance, the Virginia Public Procurement Act, and relevant Federal and State Laws, orders and regulations, require Arlington Public Schools to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

A. In seeking subcontractors, suppliers and vendors necessary to perform the Work, the CMR shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses, service disabled veteran-owned businesses, and employment services organizations. At a

minimum, for any portion of the Work the CMR is not going to perform with its own forces, the CMR shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The CMR shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of subcontracts or materials/equipment supply subcontracts. Identification and direct solicitation of other such businesses by other means is strongly encouraged.

- B. As used in this section:
1. “Employment services organization” means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
 2. “Minority individual” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - a. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - b. “Asian American” means a person having origins in any of the original peoples of the far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - c. “Hispanic American” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - d. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
 3. “Minority-owned business” means a business that is at least 51 percent owned by one or more minority individuals who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

4. “Service disabled veteran” means a veteran who (i) served on active duty in the United States military ground, naval or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.
5. “Service disabled veteran-owned business” means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.
6. “Small business” means a business, independently owned and controlled by one or more individuals who are United States citizens or legal resident aliens, and together with affiliates has 250 or fewer employees, or annual gross receipts of \$10,000,000 or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.
7. “Women-owned business” means a business that is at least 51 percent owned by one or more women who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more women who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

8.11. LABOR UNIONS AND RIGHT TO WORK:

- A. The CMR is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against Subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations.
- B. Notwithstanding the foregoing, this Contract and all other contracts and Subcontracts are subject to the provisions of Articles 1, 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the right to work. The CMR and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.

PART 9 CHANGES IN THE WORK**9.1. MINOR CHANGES:**

- A. The Owner reserves the right to make such additions, deletions, or changes to the Work as may be necessary in its sole and absolute discretion to complete the Work; provided, however, that no such additions, deletions or changes shall materially affect the substance of the Work or the cost or time for performance thereof. This Contract shall in no way be invalidated by any such additions, deletions or changes. If the CMR deems any such change to be not within the reasonably foreseeable scope of the Project and a material change to the scope of the Project for which CMR is entitled to additional compensation or any extension to the Contract Period, such claim shall be subject to the claims submittal procedures set forth in the Contract Documents and the Owner's written direction for such addition, deletion or change shall be deemed to be the occurrence.
- B. Construction conditions may require minor changes in the location and installation of the Work and equipment to be furnished and other Work to be performed hereunder. The CMR, when ordered by the Owner's Representative, shall make such adjustments and changes in the locations and Work as may be necessary without additional cost to the Owner, provided such adjustments and changes do not materially alter the character and quantity of the Work as a whole, and provided further that Drawings and Specifications showing such adjustments and changes are given to the CMR by the Owner within fourteen (14) days. The Owner's Representative shall act as an advisor to the Owner in what constitutes a minor change for which no additional compensation shall be allowed. If the CMR deems any such change to entitle it to additional compensation or any extension to the Contract Period, such claim shall be subject to the claims submittal procedures set forth in the Contract Documents and the Owner's Representative's written direction for such minor change shall be deemed to be the occurrence.
- C. The CMR may be entitled to an extension of time for such minor changes only for the number of days which the Owner's Representative may determine to be necessary to complete such changes and only to the extent that such changes actually affect the critical path and delay the completion of the Project, and then only if the CMR shall have strictly complied with all the claims submittal requirements of the Contract Documents.

9.2. EXTRA WORK:

- A. The Owner may, in its sole and absolute discretion, at any time by a Work Order or Change Order, and without notice to the Sureties, require the performance of such Extra work as it deems necessary or desirable. Procedures and authorization for extra work shall be subject to the provisions set forth in Section 01 2600 of the Specifications.
- B. The CMR shall not be entitled to any additional compensation or to any increase in the Contract Period, as defined in General Conditions 10.3, for any extra work performed by the CMR without a valid Work

Order or Change Order, and the Owner may order the removal or alteration at the CMR's expense of any extra work performed without a validly issued Work Order or Change Order.

- C. A Change Order covering extra work shall be valid only if issued by Notice by the Owner and/or the Owner's Representative prior to initiation of such Work. When signed by the CMR, CMR acknowledges and accepts the terms and conditions of the Change Order as full and final agreement as to all claims for compensation or time for the Work described therein.
- D. A Work Order shall be valid only if issued by Notice by the Owner and/or the Owner's Representative prior to the initiation of the work described therein. A Work Order directs changes in the Work and will state the basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. A Work Order shall be used in the absence of total agreement on the terms of a Change Order or when, in the Opinion of the Owner, the time needed to process a Change Order would adversely affect progress on the job. Upon receipt of a Work Order the CMR shall promptly proceed with the change in the Work involved and advise the Owner's Representative of the CMR's agreement or disagreement with the method, if any, provided in the Work Order for determining the proposed adjustment in the Contract Sum or Contract Time. Even if the CMR disagrees with the terms of the Work Order, the CMR must proceed with the changes as directed.
- E. The amount of compensation to be paid to the CMR for any extra work so ordered shall be determined in accordance with Section 01 2600 of the Specifications. No additional compensation shall be paid to the CMR until an Amendment has been signed by APS and the CMR and an APS purchase order is issued for the change in scope and Contract Sum.
- F. Regardless of the manner in which the adjustment to the Contract Sum on account of extra work is determined, such adjustment shall be deemed to include all known amounts, as outlined in Section 01 2600 of the Specifications. The adjustment in the Contract Sum, if any, shall constitute full and mutual accord and satisfaction for all costs related to such change.
- G. Records of extra work performed hereunder, if any, shall be submitted to the Owner's Representative, within 24 hours of the work being complete. Advanced notification must be provided to the Owner and/or Owner's Representative prior to the initiation of the work described therein. Strict compliance with these requirements shall be a condition precedent to compensation for such work but compliance of itself shall not establish entitlement. Duplicate copies of accepted records shall be made and signed by both CMR or its representative and the Owner's Representative, and one copy retained by each.
- H. Any right of the CMR to an extension of time for extra work duly authorized by the Owner or Owner's Representative shall be determined under the provisions of General Conditions Part 10.3 below and Specifications Section 01 2600.

9.3. OMITTED OR DELETED WORK:

- A. The Owner may at any time by a written order and without notice to any Surety require the omission or deletion of such Work as the Owner may find necessary or desirable in its sole and absolute discretion.
- B. An order for omission or deletion of Work shall be valid only if issued by Notice by the Owner and/or the Owner's Representative, upon the issuance of which the Work so ordered must be omitted by the CMR. The amount by which the Contract Sum shall be reduced shall be determined in accordance with Section 01 2600 of the Specifications.
- C. CMR shall not be entitled to any extension of the Contract Period as a direct or indirect result of any omission or deletion of Work by Owner.

9.4. AUDIT:

- A. The Owner and its authorized representatives shall have access to all records necessary to perform a complete audit of the CMR for the purposes of verifying that the certified cost or pricing data submitted were accurate, complete and current. The Owner shall, until the expiration of three years from the date of final payment under this Contract, have the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to this Contract or which permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein (the "Records"), and the CMR hereby covenants to maintain the Records in good order for such time and to deliver promptly the Records to the Owner upon request.
- B. The CMR agrees to include in all subcontracts under this Contract a provision to the effect that the Owner and its authorized representatives will, until three years from the date of final payment under the subcontract, have access to and the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to the subcontract.

9.5. DISPUTED WORK:

- A. If the CMR is of the opinion that any work required, necessitated, or ordered by the Owner's Representative or the Owner, or any action required or ordered by the Owner's Representative or the Owner to be taken or not taken is not Work included within the Contract Sum, any claim for additional compensation or an extension of the Contract Period arising therefrom shall be subject to the claims procedures and submission requirements set forth in the Contract Documents.
- B. No payment shall be made to CMR for any disputed work for which Owner's final determination is that CMR is not entitled to receive any increase in the Contract Sum for such Work. Payment for Work not in dispute shall continue to be made to the CMR in accordance with the Contract Documents.

PART 10 TIME**10.1. TIME OF START AND COMPLETION:**

- A. The CMR shall commence Work within ten (10) days after receipt of the Notice to Proceed. Time being of the essence with respect to this Contract, the CMR shall prosecute the Work diligently, using such means and methods of construction as will secure its full completion in accordance with the requirements of the Contract Documents, and will complete the work within the Contract Period. The CMR shall provide a Project Schedule as prescribed in Section 01 3200 of the Specifications. By submitting a Proposal, the CMR confirms that the Contract Period is a reasonable period for performing the Work. The CMR shall proceed expeditiously with adequate forces, scheduling and resources to complete the Work within the Contract Period.
- B. The Owner and the CMR hereby acknowledge and agree that time is of the essence with respect to this Contract and that in the event the CMR fails to complete the Work within the Contract Period, the Owner and the CMR agree to liquidated damages for late completion as set forth in the Contract. The CMR and its Surety hereby agree that the stated sum per day for each such day of delay shall be deducted and retained out of the moneys which may become due hereunder and if not so deductible, the CMR and its Surety shall promptly make payment to Owner of the amount due upon receipt of demand therefore.

10.2. CONSTRUCTION MOBILIZATION: The CMR's mobilization to perform the Contract Work shall commence at the issuance of a written Notice to Proceed and shall be completed within thirty (30) days of the date of the Notice to Proceed. At a minimum, the construction mobilization phase shall include the following:

- A. Submission of an acceptable detailed Schedule of Values immediately after Notice to Proceed and prior to the submission of the first request for payment, as required by Part 11.2 of these General Conditions;
- B. Submission of an acceptable Startup Construction Schedule within seven (7) days of Notice to Proceed as required by Section 01 3200 of the Specifications.
- C. Submission of a proposed List of Sub-contractors within ten (10) days of Notice to Proceed as required by Part 6 of these General Conditions;
- D. Submission of an acceptable CMR Quality Control Plan within ten (10) days of Notice to Proceed as required by Section 01 4000 of the Specifications;
- E. Submission of an acceptable Project Schedule as required by Section 01 3200 of the Specifications, which shall include incorporation of all Early Release Work;
- F. Submission of an acceptable Submittal Schedule as required by Submittals, Section 01 3300 of the Specifications;

- G. Submission of an acceptable Erosion and Sedimentation Control Plan as required by Section 01 5000 of the Specifications;
- H. Completed installation of required Phase 1 Erosion & Sediment Controls, perimeter construction fence and CMR and Owner's Representative's onsite construction trailers, as required by the Contract Documents;
- I. Submission of an acceptable Waste Management Plan as required by Section 01 7419 of the Specifications.

10.3. **EXTENSION OF TIME:**

- A. The parties agree that no extension beyond any required date of completion, whether Substantial Completion or Final Completion, fixed by the terms of the Contract shall be effective unless granted in writing, and signed by the Owner's Procurement Agent or his designee. All time requirements set forth herein shall be of the essence. It shall be a condition precedent to any claim for extension of time that the CMR comply strictly with the following requirements:
 - 1. Give Notice of delay in writing to the Owner's Representative, to the Owner's Project Manager, and to the Procurement Agent within two (2) days of the occurrence which gives rise to the alleged delay, or within seven (7) days of the beginning of the delay if the resulting delay was not reasonably foreseeable at its commencement. Delays based on weather occurrences shall be submitted in accordance with, and are subject to the limitations of, Part 10.7, Weather Delays, of these General Conditions. The Notice of claim for delay shall identify itself as a notice of claim, shall state the circumstances of the occurrence, shall state the justification for the delay and for the extension of time, and shall state the estimated duration of the delay and of the extension requested. In case of a continuing cause of delay, only one Notice shall be required so long as the delay asserted is continuous, but an additional Notice shall be given at least every fourteen (14) days providing a statement of what the CMR has done to mitigate or overcome the cause of the delay, how long the delay is anticipated to continue, and the justification for such projection. Strict compliance with all of these submission requirements shall be a condition precedent to consideration of any claim for delay related to weather, but compliance of itself shall not establish the validity of any claim.
 - 2. The CMR shall submit to the Owner's Representative, to the Project Manager, and to the Procurement Agent a statement of the actual time extension requested as a result of the claimed delay, which shall include all documentation and supporting information for such claimed delay required by this article and by any applicable Contract Specifications, within twenty-one (21) days after the delay has ceased.
 - 3. The CMR shall comply with all directions and decisions of the Owner's Representative, the Owner's Project Manager, or the Procurement Agent and shall proceed diligently with the

performance of the Contract and with any disputed work pending final resolution of any claim or dispute. "Final resolution" shall include the exhaustion of all judicial proceedings.

4. The CMR shall make no claim against any officer, agent or employee of Arlington Public Schools for, or on account of, any act or omission to act in connection with the Contract, and to the extent permitted by applicable law acknowledges and agrees that any and all rights to make any such claim are waived without condition or limitation.
 5. Strict compliance with all applicable submittal requirements shall be a condition precedent to entitlement to any extension of time, but such compliance shall not of itself establish entitlement. Failure to comply with the foregoing submittal requirements shall be deemed a conclusive waiver, without limitation, of any claim for extension of time arising from or related to the alleged occurrence.
- B. The CMR shall not be entitled to any extension of time for delay in completion of the Work unless such delay is caused solely by any act or delay caused by the Owner, or by riot, insurrection, war, pestilence, acts of public authorities, fire, earthquakes, or by strikes, or other causes, which in the opinion of the Owner, are entirely beyond the expectation and control of the CMR. The CMR shall be entitled to an extension of time for such causes only for the number of days of delay which the Owner's Representative may determine to be due solely to such causes and only to the extent that such occurrences actually delay achieving the applicable completion date, and then only if the CMR shall have strictly complied with all applicable claims submission requirements of this Contract, including, without limitation, Paragraph 10.1. To the extent any delay for which the CMR seeks an extension of time is due concurrently to causes for which CMR may be entitled to a delay and to causes within the reasonable control or foreseeability of the CMR, the CMR shall not be entitled to any extension of time.
- C. The CMR is to assume fifteen (15) Days delay from the date of Notice to Proceed to the date of Project Substantial Completion. These fifteen (15) Days shall be known as "Owner Float" and may be applied to any delay from any cause, at the Owner's sole discretion, including but not limited to Owner caused delay. The CMR shall include this Owner Float in the Contract Period, in the Contract Sum, and shall incorporate the Owner Float in the Project Schedule. The CMR will not be compensated, neither monetarily nor by time extension, for any delay to which the Owner elects to apply any portion of the Owner Float so long as the Owner Float has not been exhausted.
- D. The Owner's Procurement Agent or his designee shall issue the Owner's final decision on any claim for delay within ninety (90) Days following receipt of the CMR's final submission in support of the claim, if submitted timely. Failure of the Procurement Agent to issue a written decision shall be deemed a final decision to deny the claim as of the ninetieth (90) Day. A final decision by the Owner shall be a condition precedent to institution by the CMR of any judicial proceeding for relief on the claim. The CMR's right to seek a judicial appeal of denial of a claim for extension of time is barred if no suit is filed within six (6) months following the Owner's final decision on the claim. No

consideration by the Owner of any additional submissions by the CMR in support of any claim shall extend this six-month period.

- E. Delays caused by the failure of the CMR's Subcontractors, suppliers and dealers to furnish approved working drawings, shop drawings, submittals, materials, fixtures, equipment, appliances, or other fittings on time or the failure of Subcontractors or Sub-Subcontractors to perform their work in conformity with the Project Schedule or other requirements of the Contract Documents shall not constitute a basis for extension of time.
- F. If the CMR makes a claim against the Owner for costs or damages due to unreasonable delays caused by the Owner, and its agents or employees, it shall be liable to the Owner for a percentage of all the costs the Owner incurs in investigating, analyzing, negotiating, and litigating the claim, which percentage shall be equal to the percentage of the CMR's total delay claim which is determined through litigation to be incorrect or to have no basis in law.
- G. No claims provision in this Agreement waives the Owner's sovereign immunity or waives the ability of the Owner to invoke sovereign immunity where sovereign immunity may be applicable.
- H. The CMR shall comply with all directions and decisions of the Owner's Representative, the Owner's Project Manager, or the Procurement Agent and shall proceed diligently with the performance of the Contract and with any disputed work pending final resolution of any claim or dispute. "Final resolution" shall include the exhaustion of all judicial proceedings.

10.4. **RECOVERY SCHEDULE:**

- A. Should the approved Construction Schedule show at any time during CMR's performance, in the sole opinion of the Owner, that the CMR is 14 days or more behind schedule for any specific critical path milestone date, or should the CMR be required to undertake actions under Paragraph 10.7 of this section, the CMR shall submit a Recovery Schedule to the Owner within five (5) days after receiving a written request from the Owner to do so. The Recovery Schedule shall explain and display how the CMR intends to reschedule its Work at no additional cost to the Owner, in order to regain compliance with the Project Schedule during the immediate subsequent pay period.
- B. If the CMR believes that all of the time can be recovered during the subsequent pay period, the CMR will be permitted to prepare a Recovery Schedule as set forth below. However, if the CMR believes it will take more than thirty (30) days to recover all of the lost time, it shall prepare and submit a request for revision of the Construction Schedule and comply with all of the requirements for a Schedule Revision.
 - 1. The CMR shall prepare and submit to the Owner a one-month maximum duration Recovery Schedule, incorporating best available information from Subcontractors and others which will permit return to the approved Project Schedule at the earliest possible time. The CMR shall prepare a Recovery Schedule to the same level of detail as the Project Schedule for a maximum

duration of one month. This Recovery Schedule shall be prepared in coordination with other separate Contractors on the Project.

2. Within two (2) Working Days after submission of Recovery Schedule to the Owner, the CMR shall participate in a conference with the Owner to review and evaluate the Recovery Schedule. Within two (2) Working Days of the conference, the CMR shall submit the revisions necessitated by the review for the Owner's review and approval. The CMR shall use the approved Recovery Schedule as its plan for returning to the Construction Schedule.
3. CMR shall confer continuously with the Owner to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Owner will direct the CMR as follows: (i) If the Owner determines the CMR is still behind schedule, the Owner will direct the CMR to prepare a revised Recovery Schedule and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the Owner as provided elsewhere in the Contract Documents. (ii) If the Owner determines the CMR has successfully complied with provisions of the Recovery Schedule, the Owner will direct the CMR to return to the use of the approved Project Schedule.

10.5. **PHASING MILESTONES:** If the Work has multiple phases with different dates for Substantial Completion, Final Completion, or both, Substantial Completion and Final Completion Dates for each phase must be accomplished in an orderly and timely manner in order to complete the Project on schedule and not delay or hinder the Owner's occupancy of the completed Project. The Substantial Completion and Final Completion Dates are set forth in the Contract. These dates shall be binding upon the CMR, subject to the provision of the Contract Documents allowing for agreed upon extensions of the Contract Period. The CMR shall include each of these dates on its Project Schedule in accordance with scheduling standards set forth in Specification Section 01 3200.

10.6. **CMR DELAYS:** The CMR agrees that wherever it becomes apparent from review of the current monthly Project Schedule update that delays to the critical path have resulted and, hence, that any Substantial Completion Date or Final Completion Date established by the Contract will not be met, or when so directed by the Owner, the CMR shall take some or all of the following actions at no additional cost to the Owner:

- A. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;
- B. Increase the number of working hours per shift; shifts per working day, or days per week; the amount of construction equipment; the forms for concrete work or other trade specific materials or equipment; or any combination of the foregoing to substantially eliminate the backlog of Work;
- C. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with those revisions;

- D. The CMR shall submit to the Owner's Representative for review, a written statement of the steps the CMR intends to take to remove or arrest the delay to the Project Schedule. If the CMR shall fail to submit a written statement of the steps it intends to take or should fail to take such steps as required by the Contract, the Owner or the Owner's Representative may direct the level-of-effort in manpower (trades), equipment, and work schedule (overtime, weekend and Holiday work, etc.) to be employed by the CMR in order to remove or arrest the delay to the critical path in the accepted Project Schedule, and the CMR shall promptly provide such level-of-effort at no additional cost to the Owner. In addition, should schedule delays persist, the CMR's Surety will be asked to attend meetings to update the Project Schedule.
- E. Should it be deemed necessary, in the Owner's sole discretion, that delays or incomplete work have warranted the use of outside sources to arrest a delay or to complete incomplete work, the Owner reserves the right to back-charge the CMR for all costs incurred by the Owner in the use of outside sources.

10.7 **WEATHER DELAYS:** Unusually severe weather conditions which prevent or inhibit the CMR's performance of the Work are referred to in this Part 10.7 as "Inclement Weather" and are more specifically defined below. The Contract Period may be adjusted to account for Inclement Weather, but only if (i) there has been strict compliance by CMR with all claims submission requirements and other requirements of the Contract Documents related to time extensions; (ii) the delay asserted is shown by the CMR to be the sole cause of lengthening the longest critical path indicated on the Project Schedule in effect during the period of such alleged delay, and (iii) the following definition of "Inclement Weather" is satisfied:

- A. Inclement Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour period that prevents Work shown on the Construction Schedule as planned for performance at that time which is directly affected by such weather conditions or by impact on access to the Site:
1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
 2. Temperatures that do not rise above that required for the Day's planned Work, if such temperature requirement is specified or accepted as standard industry practice.
 3. Sustained wind in excess of twenty-five (25) m.p.h.
- B. Inclement Weather may include, if appropriate, "dry-out" or "mud" days:
1. Resulting from precipitation Days that occur beyond the Monthly Assumed Inclement Weather Days;
 2. Only if there is a hindrance to planned Work and the CMR has taken all reasonable accommodations to avoid such hindrance; and,

3. At a rate no greater than one (1) Day for each Day that has precipitation in the amount of 1.0 inch or more, liquid measure, but if there is precipitation on consecutive Days which totals 1.0 inch or more, liquid measure, only one (1) Day may be included for those consecutive Days.
- C. Monthly Assumed Inclement Weather Days also are herein referred to as the Standard Baseline. The Standard Baseline for purposes of factoring the Monthly Assumed Inclement Weather Days into the Project Schedule is four calendar days per month. Standard Baseline Inclement Weather is included in the Work, is to be included in the Project Schedule, and shall not form any basis for an extension of Contract Time. The Standard Baseline is not cumulative. Any portion of the Standard Baseline not applied to an Inclement Weather delay approved by APS in any month shall not be carried forward to any subsequent month.
- D. In accordance with Paragraph 10.3 above, as a condition precedent to consideration of or entitlement to any Inclement Weather time extension, the CMR shall:
1. Notify the Owner's Representative, the Owner's Project Manager, and the Procurement Agent in writing of the occurrence of Inclement Weather within forty-eight hours after the onset of such Inclement Weather. Such notice shall identify itself as a notice of claim for Inclement Weather delay, shall describe in reasonable detail the type of Inclement Weather encountered by the CMR and the activities on the longest critical path on the Project Schedule thereby interfered with or interrupted, and shall estimate the duration of the delay and of the extension requested.
 2. Submit to the Owner's Representative a statement of the actual time extension requested in strict compliance with Paragraph 10.3.A(2) above.
 3. For purposes of any claim for delay based on Inclement Weather, each Inclement Weather Day claimed shall constitute a separate occurrence and the CMR shall comply with the foregoing claim submittal requirements for each Day of Inclement Weather claimed.
 4. Compliance with the foregoing conditions precedent shall not of itself establish entitlement to a time extension for Inclement Weather but failure to comply shall be a bar to any such time extension.
- E. If the basis for an extension of time for Inclement Weather is established in accordance with all claim submittal requirements, an extension of time on the basis of Inclement Weather may be granted only for the number of Inclement Weather Delay Days in excess of the Standard Baseline for the month of the occurrence.
1. Any request for an extension of time on the basis of Inclement Weather MUST prove impact to activities on the longest critical path of the Project Schedule in effect at the time of the occurrence.

2. Inclement Weather may support a time extension only if Inclement Weather prevents planned Work for fifty percent (50%) or more of the CMR's scheduled work Day, longest critical path construction activities were included in the Day's schedule, and performance of that Work was directly impacted by the Inclement Weather.
3. Should the CMR be granted an extension of time on the basis of Inclement Weather, the Owner may or may not elect to use any of the Owner Float described in Paragraph 10.3 in lieu of granting a time extension.

PART 11 PAYMENTS AND COMPLETION

11.1. PRICES:

- A. For the CMR's complete performance of the Work, the Owner agrees to pay, and the CMR agrees to accept, subject to the terms and conditions hereof, the Contract Sum, plus reimbursable expenses, plus the amount required to be paid for Extra Work approved under Paragraph 9.2 hereof, less credit for any work omitted pursuant to Paragraph 9.3 hereof, and any other credits or offsets, including reimbursements or liquidated damages to which the Owner is entitled.
- B. The amount awarded as a unit price for any unit price Contract item shall represent payment in full, including overhead and profit, for all material, equipment and labor necessary to complete, in conformity with the Contract Documents, each unit or item of work shown, specified, or required under the said unit price Contract item.
- C. No payment other than the amount awarded will be made for any class of Work included in a lump sum Contract item or a unit price Contract item, unless specific provision is made therefore in the Contract Documents.

11.2. **SUBMISSION OF SCHEDULE OF VALUES:** CMR shall organize and provide detail on the Schedule of Values in a manner acceptable to the Owner and as set forth in Section 01 2900 of the Specifications. The Schedule of Values, once accepted by the Owner's Representative, may be used for verifying the CMR's applications for partial payments hereunder but shall not be binding upon the Owner for any purpose whatsoever.

11.3. APPLICATION FOR PAYMENT:

- A. The CMR must submit applications for payment using AIA Document G702 - Application and Certificate for Payment. Affidavits from each Subcontractor verifying receipt of payments of amounts billed in the previous payment request must accompany each application for payment. Failure to submit all affidavits will delay payment.
- B. Upon the request of the Owner's Representative, as a condition precedent to payment pursuant to the terms of this Contract, the CMR shall give the Owner a statement that no employee of the Owner has

received or has been promised, directly or indirectly, any financial benefit, by way of a fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this Contract. All parties agree that the Owner shall have the right, in its sole and absolute discretion, to withhold payment to the extent of any such fee or commission. The CMR shall not be entitled to interest and shall not have any claim on account of any payments being withheld under this paragraph.

11.4. **PARTIAL PAYMENTS:**

- A. On or about the first of each month, the CMR shall make and certify an estimate of the amount and fair value of the Work performed and may apply for partial payment therefore. The Owner's Representative shall revise the estimate to show the value of Work completed in accordance with the Owner's Representative's observation of the Work and knowledge, information and belief. The CMR agrees to be bound by the Owner's Representative's revisions to the applications for partial payment.
- B. Whenever the monthly estimate, after approval by the Owner's Representative, shows that the value of the work completed during the previous month exceeds \$1,000.00, the Owner's Representative will certify the CMR's Application and Certificate for Payment for such Work. Such Application and Certificate for Payment as approved by the Owner's Representative will authorize payment by the Owner in an amount equal to the value of the Work completed less any sums retained or deducted by the Owner under the terms of the Contract Documents, and less retainage of five (5) percent of payments approved.
- C. An Application and Certificate for Payment shall not be considered received by the Owner unless accompanied by the following:
 - 1. An affidavit that payrolls, bills for materials and equipment, Subcontractors invoices, and all other indebtedness in connection with amounts paid by the Owner to the CMR under previous Application and Certificates for Payment have been paid and otherwise satisfied; and
 - 2. All construction photos as required by Contract Specification 01 3233;
 - 3. A revised Project Schedule as required by Contract Specification 01 3200.
- D. Within forty-five (45) days after receipt of each approved Application and Certificate for Payment, the Owner shall pay the CMR in accordance with the applicable Certificate and the Contract Documents.
- E. Unless otherwise provided herein, no payment will be made for any materials or equipment supplied hereunder before they are:
 - 1. Incorporated in the work in a permanent manner required by the Contract Documents,
 - 2. Properly stored at the site of the Project, or

3. Properly insured and stored in a bonded warehouse to the satisfaction of the Owner.
- F. The cost of equipment and non-perishables delivered and stored only at the Project Site and tested for adequacy may be included in the CMR's Application and Certificate for Payment; provided, however, that the CMR shall furnish written evidence satisfactory to the Owner that the CMR has clear title to such materials or equipment at the time of payment therefore by the Owner and that such equipment is being stored and maintained in accordance with the Contract Documents and the Drawing's recommendations. The amount to be paid by the Owner for such equipment and non-perishables will be 100 percent (100%) of the invoice cost to the CMR as supported by receipted bills, less the specified retainage. Such payment shall not relieve the CMR of full responsibility for completion of the Work and for protection of materials and equipment until incorporated in the Work in a permanent manner as required by the Contract Documents.
- G. Before any payment will be made under this Contract, the CMR and every Subcontractor, if required, shall deliver to the Owner's Representative a written, verified statement, in satisfactory form, showing in detail all amounts then due and unpaid by the CMR to all laborers, workers, and mechanics, employed under the Contract for the performance of the Work at the Project Site, for daily or weekly wages, or to other persons for materials, equipment, or for supplies delivered at the Project Site during the period covered by the payment request.

11.5. DELAYED PAYMENTS:

- A. Owner may withhold payment to such an extent as may be necessary in the opinion of the Owner in consultation with the Owner's Representatives to protect the Owner due to loss because of:
1. Defective work not remedied,
 2. Third party claims filed or reasonable evidence indicating probable filing of such claims,
 3. Failure of the CMR to make payments properly to Subcontractors or for labor, materials or equipment,
 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
 5. Damage to the Owner or another Contractor,
 6. Reasonable evidence that the Work will not be completed within the time required for completion,
 7. Persistent failure to carry out the Work in accordance with the Contract Documents, or

8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other Contractors, subcontractors of others, caused by the act or neglect of the CMR of any of its Subcontractors.
- B. The Owner shall have the right, as an authorized representative for the CMR and without the Surety's consent, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. The application of these amounts shall be deemed payments for the account of the CMR and shall reduce the Owner's obligation to the CMR accordingly. The CMR may not stop Work as a result of any payment or portion thereof being properly withheld in accordance with this Contract. If CMR does order Work stopped, or if the Work is stopped in whole or in part as a result thereof, the CMR shall be wholly liable for any damages from delay, or otherwise, which may arise because of such stoppage.

11.6. SUBSTANTIAL COMPLETION

- A. **WRITTEN NOTIFICATION:** When the CMR considers that the Work, or such portion or phase thereof which the Owner agrees in writing to accept separately, is Substantially Complete, the CMR shall provide the Owner and the Owner's Representatives written notification of such fact accompanied by a complete list of Contract Work items remaining to be completed (CMR's Punch List) and as set forth in Specifications Section 01 7700.
- B. **PUNCH LISTS:**
1. Within fourteen (14) days following receipt of the CMR's written notification of Substantial Completion (including a CMR's Punch List, as set forth in Paragraph 11.6.A), the Owner's Representative shall conduct an inspection of the Work and compile a comprehensive list of deficiencies and incomplete Work (i.e. Architect's Punch List). The Owner's Representative shall then issue a Consolidated Punch List incorporating the CMR's and the Architect's Punch Lists into a single list in a uniform format ("Consolidated Punch List").
 2. Following issuance of the Consolidated Punch List, the CMR shall have thirty (30) days to complete the Work contained thereon and to achieve Final Completion, unless otherwise specified in the Contract Documents. If the Work for which Final Completion is requested is not Finally Complete within the required period, it is understood and agreed by all parties that the CMR shall become liable to the Owner for Liquidated Damages as established by the Contract, which shall continue in effect until the applicable Final Completion has been achieved.
 3. If the Owner has taken beneficial occupancy or has commenced use of any aspect of the Work prior to the date required for Substantial Completion of that portion of the Work, the CMR shall notify the Owner in a timely manner when access to such occupied or in use space or facilities is required, obtain Owner's approval to, and coordinate access to, the spaces or facilities without disrupting the use thereof by the Owner. Until the date required for

Substantial Completion of any portion of the Work occupied or used by Owner, any impact upon the Contract Period or the Contract Sum arising from such occupancy or use shall be governed by the claims submittal procedures and requirements of the Contract Documents. If the Owner takes or continues occupancy or commences or continues use of any aspect of the Work after the date required for Substantial Completion, and the CMR requires access to the occupied or in use space or facility prior to achieving Substantial Completion, the CMR shall notify the Owner in a timely manner, obtain Owner's approval to, and coordinate access to, the spaces or facilities without disrupting the Owner's use thereof. Should the CMR access to such spaces or facilities to perform any portion of the Work, including but not limited to Punch List item repairs, require the temporary removal of furniture or other items and furnishings put in place by the Owner, the CMR shall at its own cost and effort, protect any and all furniture or other items that will not be moved and timely remove and reinstall all Owner furnishings and furniture or other items within the affected spaces to their original location and condition. CMR shall be responsible for any damage done to the Work in place, to the furniture or to other items in such event. If for any reason the Owner moves the furniture or other items and reinstalls them as noted above, all associated costs for time, material and labor shall be charged to the CMR plus an administrative fee of 10%.

4. Except with the consent of the Owner, the Owner's Representative shall perform no more than two Substantial Completion inspections for any designated portion of the Work or for the entirety of the Work. Should more than two Substantial Completion inspections be required, the CMR shall pay the Owner any amounts paid by the Owner to the Owner's Representative and other third party consultants for any additional inspections.
5. Should the CMR fail to complete or correct any item on the Consolidated Punch List within the required period, the Owner may, at any time thereafter, complete one or more items on the list with its own forces or with such other Contractors as it deems advisable and recover from the CMR the cost for performing such work plus a markup of ten percent (10%) to cover administrative costs. This right of completion shall be in addition to, and not in lieu of, any remedy otherwise provided by the Contract Documents. All such completed Work shall be subject to the Warranty provisions of the Contract Documents.

C. **SUBSTANTIAL COMPLETION CERTIFICATION:** When the CMR considers that the Work, or such portion or phase thereof which the Owner agrees in writing to accept separately, is Substantially Complete, the CMR shall submit to the Owner and the Owner's Representative a written request for an inspection of the Work and a Certificate of Substantial Completion. Sufficient notice shall be given to allow the Owner and Owner's Representative to schedule the inspection. Prior to requesting Owner's and Owner's Representative's inspection for Certification of Substantial Completion, the following must be completed:

1. Submit a progress payment request coincident with or following the Substantial Completion date claimed, showing one hundred (100 %) percent completion for the portion of the Work claimed as Substantially Complete.

2. Submit all outstanding changes to the Contract Sum which are not barred by the claims submission procedures of the Contract Documents.
3. Advise Owner of pending insurance changeover requirements.
4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.
5. Obtain and submit final releases of liens, which may reserve rights for Work performed after the date of the release, (include with Certificate of Substantial Completion) from all Subcontractors, construction materials suppliers, and services and utilities, enabling the Owner's full and unrestricted use of the Work and access to services and utilities, and including (where required) Occupancy Permits, facility operating certificates, and similar releases from authorities having jurisdiction.
6. Submit two (2) electronic copies and three (3) paper copies (8- 1/2" x 11" page format in 3-ring notebook binders, with a table of contents) of Project record documents, maintenance manuals, final Project photographs, damage or settlement survey, property survey, and similar final Project record information.
7. Submit certifications of compliance for each test and inspection required by all Sections of the Project Manual. The certifications shall be signed by the CMR and by the parties conducting the test.
8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
9. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel to change over the security provisions.
10. Complete start-up testing of systems, water and air balancing, adjust and calibrate temperature control system, fire alarm system, generator (as required, if included in the design). Clean all HVAC units, ducts if necessary. Remove temporary filters and install new filters in all air-handling units and in all unit ventilators.
11. Complete all commissioning and acceptance tests.
12. Complete instruction for Owner's operating/maintenance personnel for all equipment and machinery installed under the Contract Work as specified by the Owner.
13. Discontinue (or change over) and remove from Project Site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

14. Complete Final Cleaning and Repair of the Work as specified in Specifications Division 1 Section, "Closeout Procedures".
 15. Touch up and otherwise repair and restore marred exposed finishes.
 16. Warranties shall become effective once Owner and Owner's Representative determine that the CMR has achieved Substantial Completion and execute the Certificate of Substantial Completion.
 17. If the Owner partially occupies the Project Site, this shall not indicate acceptance of Substantial Completion or activation of warranties.
 18. The CMR shall provide extended warranties beginning upon acceptance and fully executed Certificate of Substantial Completion.
- D. Upon receipt of CMR's request, the Owner and Owner's Representative will either proceed with inspection or advise the CMR of pre-requisites not fulfilled. Following inspection, the Owner and Owner's Representative will either prepare the Certificate of Substantial Completion, or advise the CMR of Work, or additional Work, which must be performed prior to issuance of the Certificate of Substantial Completion. Should the Owner and/or Owner's Representative determine that the Work is not Substantially Complete, notification in writing will be given to the CMR stating the reasons therefore. CMR shall remedy the deficiencies in the Work and shall send to the Owner and Owner's Representative a second written notice of Substantial Completion. The Owner and Owner's Representative will then reinspect the work. If the Certificate of Substantial Completion is not issued following the second inspection, the provisions of General Condition 11.6.B.3 shall be applicable until the Certificate of Substantial Completion is issued.
- E. When the Owner and Owner's Representative concur that the Work is Substantially Complete, the Owner's Representative shall:
1. Prepare a Certificate of Substantial Completion on AIA Form G704 accompanied by CMR's list of items to be completed or corrected to achieve Final Completion, as verified and amended by the Owner's Representative.
 2. Submit the Certificate of Substantial Completion to the Owner and the CMR for their written acceptance of the responsibilities assigned to them in the Certificate.
 3. Notify the CMR to submit Final As-Built Mylar drawings and one digital copy, which are to be labeled "FINAL AS-BUILTS" and submitted to the Owner's Representative for approval. Approval and acceptance by Owner of Final As-Builts shall be a condition precedent to CMR requesting Final Completion approval.

11.7. FINAL COMPLETION

- A. Upon written notification by the CMR that the Work is Finally Complete, and upon the CMR's submission of a final Application and Certificate for Payment, the Owner's Representative will conduct a final inspection of the Work. If the Owner's Representative determines that the Work is not Finally Complete, a Final Completion Punch List will be issued to CMR. CMR may request a second inspection when CMR deems the Final Completion Punch List to have been completed. If the Certificate of Final Completion is not issued following the second inspection, the provisions of General Condition 11.6.B.3 shall be applicable until the Certificate of Final Completion is issued. When the Owner's Representative determines that the Work has been satisfactorily completed and the Contract Documents fully performed, the Owner's Representative shall promptly prepare and issue a Final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the Contract Documents is due and payable. Final Completion shall occur within thirty (30) calendar days after the Date of Substantial Completion, or as otherwise specified in the Contract Documents.
- B. Except with the consent of the Owner, the Owner's Representative shall perform only Final Completion inspection for any designated portion of the Work or for the entirety of the Work. Should more than one Final Completion inspection be required, the CMR shall pay the Owner amounts paid by the Owner to the Owner's Representative for any additional inspections necessary to achieve Final Completion.
- C. The Owner shall, within thirty (30) days after receipt of the approved Final Application and Certificate for Payment, pay the CMR the amount stated therein.

11.8. CORRECTION OF DEFECTIVE WORK BEFORE AND DURING WARRANTY PERIOD:

- A. In the event the Work, or any portion thereof, is determined during the Warranty Period to be defective, incomplete or to have been improperly performed, the CMR shall, within three (3) Days after written notice from the Owner, commence removal of all defective and deteriorated Work and materials and replace it at the CMR's expense with Work and materials in accordance with the requirements of the Contract Documents and shall complete all incomplete Work in accordance with the Contract Documents within a reasonable time period.
- B. In the event the CMR fails to commence the removal, replacement, completion or correction of such Work within three days (3) after the date of written notice from the Owner and to complete such Work within a reasonable time period thereafter, the Owner will cause such Work to be performed by other Contractors and the CMR and its Surety under the Performance Bond will be obligated to pay the Owner all costs incurred in the performance of such Work plus an administrative fee of ten percent (10%) within thirty (30) days following submission by Owner to CMR of such demand for payment.

- C. The CMR's Warranty obligations shall remain in full force and effect regardless of whether the Warranty Work was performed by the CMR or by the Owner.
- D. Defects or nonconformities which are remedied as a result of Warranty obligations shall subject the remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which such defect or nonconformity was fully remedied or from the date of Final Completion of the Project as a whole, whichever is later, whether such Warranty Work was performed by the CMR or by the Owner. Any repetitive defect, failure or malfunction identified within the Warranty Period shall remain under Warranty until it has been fully corrected and has performed without defect, failure or malfunction for a period of one (1) year.

11.9. **EVIDENCE OF PAYMENTS, SATISFACTION OF OBLIGATION, AND INSURANCE COVERAGE:** Neither final payment nor any retainage shall become due until the CMR submits to the Owner's Representative (i) an affidavit that payrolls, bills for materials and equipment, and all other indebtedness in connection with the Work for which any third party claim against the Owner might be asserted have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force following final payment is currently in effect and will not be canceled or allowed to expire until at least forty-five (45) days' prior written notice has been provided to the Owner; (iii) a written statement that the CMR knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents; (iv) consent of the Surety to final payment; and (v) all fully executed and effectual warranties and guaranties associated with the Work, (vi) if required by the Owner, other data establishing the payment or satisfaction of obligations (such receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract) and such guaranties and indemnities all in such form and detail as may be required by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the CMR may furnish a bond satisfactory to the Owner, in its sole and absolute discretion, sufficient to indemnify the Owner against any claim or lien. If any such claim or lien remains unsatisfied after payments are made, the CMR shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim or lien, including all costs associated therewith, including reasonable attorneys' fees. Provided, however, that nothing herein shall be deemed a waiver by the Owner of its sovereign immunity from mechanic's liens.

11.10. **CMR'S ACCEPTANCE OF FINAL PAYMENT:** The CMR's acceptance of final payment constitutes a waiver of all claims against the Owner in connection with the Project, except for any claims for additional payment submitted in strict compliance with the claims submission requirements of the Contract Documents and not finally resolved. If at the time CMR requests Final Payment there are claims pending which were submitted in strict compliance with the claims submission requirements of the Contract Documents, the Owner may pay undisputed portions of the Final Application and Certificate for Payment as if it were an Application and Certificate for Partial Payment. No payment, final or otherwise, shall operate to release the CMR, or its Surety, from any obligations under the Contract.

11.11. **RELEASE AND REQUEST FOR FINAL PAYMENT:** Upon completion of the Work and before final payment, the CMR will submit to the Arlington Public Schools a signed copy of the Arlington Public School Release and Request for Final Payment in the form provided by the Owner (see RFP attachment).

PART 12 CMR'S RESPONSIBILITY FOR SAFETY PROCEDURES:

- 12.1. **SUPERVISION:** The CMR shall select one or more on-site personnel who shall be responsible for instituting, maintaining and supervising prudent safety procedures, as well as for complying with all safety laws, regulations, ordinances and other directives of school or jurisdictional authorities in order to prevent injury, damage or loss to:
- A. All persons involved in performance of the Work.
 - B. All APS students, teachers, administrative personnel and employees, the public, and other persons in proximity to, or otherwise affected by the Work.
 - C. The Work, materials and equipment to be incorporated therein, whether in storage on or off the Site.
 - D. Property at the Project Site or adjacent thereto and not designated for removal, relocation or replacement in the course of construction.
- 12.2. **SAFETY BARRIERS AND HAZARD WARNINGS:** The CMR shall be responsible for erecting and maintaining barricades, construction fences, cordons, or other physical safeguards necessary for protection of persons and property, as well as for posting danger signs and other warnings against hazards and notifying owners and users of adjacent sites and utilities. The CMR shall also be responsible for promulgating, instituting and maintaining the safety standards outlined in the Specifications.
- 12.3. **USE OF EXPLOSIVES:** The CMR's use of explosives on the Owner's property shall be limited to that necessary for the performance of the Work, and will be permitted only after submission of a written request by the CMR to the Owner, and receipt of written approval from the Owner. The Owner may in its sole discretion deny such request if the use of explosives is not called for by the Specifications. The Owner may in its sole discretion as a condition of granting any approval for the use of explosives set specific times when the explosives may be used, including outside normal working hours and the CMR shall comply with such time restrictions without additional cost to the Owner. The use of all explosives by the CMR shall be carried out by qualified personnel in accordance with applicable safety laws and regulations.
- 12.4. **PROTECTION OF PROPERTY AND PROPERTY DAMAGE:** During performance of the Work and until Final Completion thereof, the CMR shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, or injury. The CMR shall take proper precautions to protect the finished Work from loss or damage, pending completion and Final Completion of all Work included in the Contract. Such precautions shall not relieve the CMR from all liability and responsibility for loss or damage to the Work occurring before Final Completion by the Owner. Such loss or damage shall be at the risk of and borne by the CMR, whether arising from acts or omissions of the CMR or others and whether or not covered by the CMR's builder's risk insurance. In the event of any such loss or damage, the CMR shall forthwith repair, replace, and make good the Work without extension of time therefore, except as may be otherwise specified in the Contract Documents. The CMR shall take special precautions throughout all its operations to guard against

fire and shall limit the amount of inflammable materials stored at the Project Site to the minimum amount necessary to perform the Work and consistent with the proper handling and storing of such materials.

12.5. **ACCIDENT PREVENTION SUPERVISOR:** The CMR shall select one or more on-site personnel whose duty shall be site safety and accident prevention. One such person shall be the CMR's Superintendent, or another key personnel member of its on-site project management team unless otherwise designated by the CMR in writing to the Owner and the Owner's Representative.

12.6. **OVERLOADING OF STRUCTURES:** The CMR shall not load or permit any part of the Project Site, whether or not a part of the Work, to be loaded so as to endanger its safety or structural integrity.

PART 13 INSURANCE

13.1. CMR'S INSURANCE:

A. During the term of this Contract, the CMR shall procure and maintain, with solvent and responsible companies authorized to do business under the laws of the Commonwealth of Virginia and acceptable to Owner, in its sole discretion, the following types of insurance:

1. Commercial General Liability insurance shall be in the amount of \$20 Million. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the CMR or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall include coverage for explosions, collapse and underground utilities. The CMR shall provide a certificate of insurance that names Arlington Public Schools/Arlington School Board, including elected and appointed officials, agents and employees as an additional insured. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington Public Schools including its elected and appointed officials, agents and employees. If the insurance policy represented by certificate requires endorsement in order to add Arlington Public Schools, et al., as an additional insured, then such endorsement must accompany the Certificate.
2. The CMR shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor's Commercial General Liability Insurance in amounts satisfactory to the CMR, naming the Owner as an additional insured.
3. Worker's Compensation and Employer's Liability Insurance for the CMR's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The CMR shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the CMR shall provide similar protection for these employees in amounts not less than the legal requirements. The

amount of Employer's Liability Insurance for the CMR and each of his subcontractors shall be not less than \$1 million.

4. Automobile Liability Insurance, including coverage for non-owned and hired vehicles shall be not less than \$5 million per occurrence.
 5. All risk insurance covering damage, loss or injury to the Work, excluding earthquake damage. The policy shall be payable to the Owner, and the proceeds thereof, when paid, shall be retained by the Owner as security for the performance by the CMR of its obligations under this Contract and, upon such performance, shall be released to the CMR. Such policy shall be in an amount equal to the Contract Sum.
 6. Proof, to the satisfaction of the Owner, of insurance for each type of coverage listed herein shall be provided within ten (10) days of the CMR's receipt of the Notice to Proceed, and no Work shall proceed unless all such insurance is in effect. The CMR shall not allow any Subcontractor to commence work on its subcontract until all such insurance of the Subcontractor has been so obtained and approved by the CMR and found to be in accordance with the requirements set forth herein. The CMR certifies by commencement of the Work that its insurance and that of all Subcontractors is in effect and meets the requirements set forth herein. Copies of Subcontractor insurances shall be kept on file and made available to the Owner upon request.
- B. All of the aforesaid insurance policies must be endorsed to provide that the insurance company shall give forty-five (45) days written notice to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing the Work, the CMR shall provide the Owner with a copy of each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment.

13.2. **PROPERTY INSURANCE:**

- A. The CMR shall purchase Builder's Risk insurance upon the entire Work at the Project Site to the full insurance value of the new improvements thereof. This insurance shall include the interests of the Owner, Subcontractors and Sub-Subcontractors in the Work, and shall insure against all risks of loss, except as excluded. This insurance shall include coverage for the following:
1. Loss by explosion of boilers during testing (any exclusion applicable to such loss shall be waived).
 2. Partial or complete occupancy by the Owner (any exclusion applicable to occupancy shall be removed).

3. Loss without coinsurance penalty (coinsurance or similar "insurance to value" requirements shall be eliminated).
 4. Coverage of property in transit and unscheduled locations sufficient in limits to adequately cover maximum anticipated values at risk.
 5. Coverage of CMR's labor, overhead and profit.
 6. Coverage of materials stored or installed on the Project Site, until said materials are accepted by the Owner per Substantial Completion and Acceptance requirements. Payment by Owner for materials stored or installed on the Project Site does not eliminate CMR's responsibility or liability with regards to theft and vandalism or other damage.
- B. At the Owner's sole discretion, Builder's Risk insurance may be purchased by the Owner as specified above. In this event, cost for such coverage shall be deducted from the Contract Sum.

PART 14 CONTRACT SECURITY

- 14.1. The CMR shall execute and deliver to the Owner Performance and Labor and Material Payment Bonds on the forms provided in the Contract Documents, each in an amount equal to the Contract Sum. The Performance and Labor and Material Payment Bonds shall be executed by a solvent and responsible surety company licensed to conduct business in the Commonwealth of Virginia, named in the current United States Treasury Department's latest Circular 570 and acceptable to the Owner. These bonds shall be issued and countersigned by a local authorized representative of such surety company who maintains a resident place of business in the Commonwealth of Virginia, regularly commissioned and licensed in the Commonwealth and producing satisfactory evidence of the authority of the person or persons executing the bonds to execute them on behalf of the Surety. The Performance and Labor and Material Payment Bonds shall serve as security for the faithful performance of this Contract, and for the payment of all persons performing labor and furnishing materials and services in connection with this Contract consistent with the requirements of the Virginia Public Procurement Act. The premiums on the Performance and Labor and Material Payment Bonds shall be paid by the CMR and shall be included in the Contract Sum.
- 14.2. If at any time the Owner shall become dissatisfied with any Surety or Sureties providing the Performance or Labor and Material Payment Bonds, or both, or if for any other reason such bonds shall cease to be adequate security for the CMR, the CMR shall within ten (10) days after notification of such fact, substitute acceptable bonds in such form and sum and signed by such other Sureties as may be satisfactory to the Owner. The premiums on such Bonds shall be paid by the CMR and shall be included in the Contract Sum. No further partial payments shall be deemed due nor shall be made until the new Bonds are in effect and provided to and approved by Owner.
- 14.3. Alternative Forms of Security: Any bid bond, payment bond or performance bond required under the Contract Documents may be provided in the form of a certified check, cashier's check, or cash escrow in the face amount required for the bond and conditioned as required for a surety bond. Any bid bond, payment bond or

performance bond required under the Contract Documents may be in the form of a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bond, but only if approved by the Arlington Public Schools Attorney. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Arlington Public Schools equivalent to a corporate surety's bond.

PART 15 UNCOVERING AND CORRECTION OF WORK

15.1. UNCOVERING OF WORK:

- A. If a portion of the Work is covered contrary to the Owner's Representatives' request or to the requirements contained in the Contract Documents, the CMR shall, at its own expense and upon the written request of the Owner's Representative, uncover and replace such Work without an adjustment to the Contract Period or Contract Sum.
- B. If a portion of the Work has been covered which the Owner's Representative and/or Arlington County Inspector has not specifically requested to observe prior to its being covered and is, under the Contract Documents, allowed to be covered without observation of the Owner's Representative or Owner or applicable law or regulation, the Owner's Representative and/or Arlington County Inspector may request to see such Work and it shall be uncovered by the CMR. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order process as outlined in Specification Section 01 2600, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the CMR shall pay the costs of uncovering and replacing such Work.

15.2. CORRECTION OF WORK:

- A. The CMR shall promptly correct any Work which fails to conform to the requirements of the Contract Documents (the "Rejected Work"), whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The CMR shall bear all costs associated with the correction of any Rejected Work, including additional testing and inspections and compensation for the Owner's Representative's services and expenses made necessary thereby.
- B. Nothing contained herein shall affect the Owner's right to correct non-conforming Work pursuant to the provisions of the Contract Documents.

- 15.3. **ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK:** The Owner reserves the right to accept any defective or non-conforming Work; provided, however, that in such event the Contract Sum shall be reduced by an appropriate and equitable amount to account for such defect or nonconformity. Such adjustment shall be affected whether or not final payment has been made. Any such acceptance shall not constitute a waiver of approval of the performance requirements of the Contract Documents.

PART 16 POWERS OF THE PROCUREMENT AGENT

The Owner's Procurement Agent, in addition to those matters expressly made subject to his determination, direction or approval shall have the power:

- A. To decide any and all questions, claims and disputes in relation to this Contract and its performance, except as herein otherwise specifically provided, and his decisions upon such questions, claims and disputes shall be final and conclusive upon the parties hereto.
- B. To modify or change this Contract in accordance with Part 9 of these General Conditions so as to require the performance of Extra Work, or the omission of Contract Work or both, whenever he deems it in the interest of the Owner to do so.
- C. To suspend the whole or any part of the Work whenever, in his judgment, such suspension is required: (1) in interest of the Owner generally, or (2) to expedite the completion of the Project, or (3) due to a delay caused by the Owner or its authorized representatives.
- D. To take over, use, occupy, or operate any part of the completed or partly completed Work if, before Substantial Completion or Final Completion thereof, the Procurement Agent or his designee, the Owner's Project Manager, shall deem it necessary.
- E. The Procurement Agent may delegate his authority/power to his designee, the Owner's Project Manager, for those matters at Part 16.1.A through 16.1.D, but only to the extent the CMR has been given written notice by the Procurement Agent of such delegation.

PART 17 CMR'S DEFAULT AND TERMINATION**17.1. OWNER'S RIGHT AND NOTICE:**

- A. The parties agree that:
 - 1. If the CMR fails to begin the Work when required to do so; or
 - 2. If, at any time during the progress of the Work, the Owner determines that the CMR is not prosecuting the Work with reasonable speed and diligence, or is delaying the Work unreasonably or unnecessarily; or
 - 3. If the force of workmen or the quality or quantity of material furnished is not sufficient to ensure completion of the Work within the specified time and in accordance with the Contract Documents; or
 - 4. If the CMR fails to make prompt payments to suppliers or to Subcontractors for Work performed in connection with the Contract; or

5. If the CMR fails in any manner of substance to observe the provisions of this Contract; or
 6. If any of the Work, machinery, or equipment is defective and is not replaced as herein provided; then the Owner's Representative shall certify such fact or condition to the Owner without prejudice to any other rights or remedies Owner may have hereunder, and the Owner shall have the right to declare the CMR in default in whole or in part. In the event the Owner elects to declare the CMR in default, the Owner shall notify the CMR and its Sureties by written notice describing the nature of the default and providing the CMR a right to cure such default within three (3) calendar days after the date of the notice, or within such longer period as the Owner, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the Owner, the Owner shall have the right to take any actions necessary to correct or complete the Work, including but not limited to those as set forth in Paragraph 17.3 hereof.
- B. The parties further agree that:
1. If legal proceedings have been instituted by others than the Owner in such manner as to interfere with the progress of the Work and to potentially subject the Owner to the peril of litigation or outside claims; or
 2. If the CMR is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
 3. If in any proceeding instituted by or against the CMR, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
 4. If a receiver or trustee is appointed for the CMR or the CMR's property; or
 5. If the Contract or any part hereof is sublet without the prior written consent of the Owner; or
 6. If the Contract or any rights, moneys, or claims hereunder are assigned in whole or in part by the CMR, otherwise than as herein specified; or
 7. If the Work to be done under this Contract is abandoned; then such fact or condition shall be certified by the Owner's Representative to the Owner and thereupon, without prejudice to any other rights or remedies the Owner may have, the Owner shall have the right to terminate the Contract immediately upon written notice to the CMR or, in the Owner's sole discretion, exercise any other rights available to it.

17.2. **CMR'S DUTY UPON DEFAULT:** Immediately, but no later than three (3) days after receipt of notice that it is in default hereunder, the CMR shall discontinue all further operations in connection with the Work, or such

specified part thereof, and shall immediately vacate the Project Site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.

17.3. COMPLETION OF WORK AFTER DEFAULT:

A. If the CMR defaults or neglects to perform the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, the Owner may, without prejudice to the other rights the Owner may have, correct such defaults or deficiencies by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to the Owner such of the CMR's plant, materials, equipment, tools and supplies remaining on the Project Site, and also such Subcontractors as it may deem advisable and may take any or all of the following actions:

1. Have the defaulted Work performed by others;
2. Supplement the CMR's work force;
3. Withhold payments due the CMR and use such payments to satisfy any claims for moneys owed by the CMR in connection with the Project, in accordance with any provisions of the Contract Documents;
4. Replace or repair any defective Work;
5. Notify the Surety of such default and make demand upon the Surety as may be applicable under the circumstances of the default, but Owner shall be under no obligation to notify the Surety;
6. Terminate the CMR's performance of the Contract.

B. The CMR and its Sureties shall bear all costs associated with completing or correcting the Work, including without limitation, the cost of re-letting, the amount of any liquidated damages, and any and all costs incurred in connection with the Owner's exercise of any right upon default. Any costs incurred in connection with completing or correcting the Work shall be deducted from the amounts then or thereafter due the CMR. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the Work, the CMR and its Surety shall pay to the Owner the amount of any deficiency.

17.4. PARTIAL DEFAULT: In the event the Owner declares the CMR in default in accordance with the provisions of the Contract Documents with respect to a portion of the Work, the CMR shall discontinue such portion of the Work declared in default, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract and shall not hinder or interfere with any other Contractor or persons whom the Owner

may engage to complete the Work for which the CMR was declared in default. The expense of such completion shall be paid by the CMR and its Sureties as provided in the Contract Documents.

- 17.5. **DEATH OR INCOMPETENCE OF CMR:** In the event of the death, dissolution or legal incompetence of a CMR who shall be an individual or surviving member of a sole proprietor contracting firm, such death or adjudication of incompetence shall not terminate the Contract, but shall constitute a default hereunder to the effect provided in Paragraphs 17.1, 17.2 and 17.3 hereof, and the estate of the CMR and his sureties, if any, shall remain liable hereunder to the same extent as though the CMR remained living and competent. Notice of default, as provided in Paragraph 17.1 hereof, shall not be required to be given in the event of such death or adjudication of incompetence.
- 17.6. **OWNER'S RIGHT TO TERMINATE:** Notwithstanding the rights of the Owner or defaults outlined above, the Owner shall have the right to terminate this Contract, in whole or in part, at its own convenience for any reason by giving seven (7) days prior written notice of termination to the CMR. In such event, the CMR shall be paid an amount equal to the lesser of: (1) the actual cost of any Work actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%; or (2) the pro rata percentage of completion based upon the approved Schedule of Values, Section 01291 of the Specifications, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the CMR and the Owner. The CMR shall not be entitled to receive anticipated profits on unperformed portions of the Work. The Owner shall have the right to employ an independent accounting firm to verify any amounts claimed by the CMR to be due under this Paragraph. The Owner shall have the right of audit (and CMR shall have the obligations) stated in Paragraph 9.4, insofar as they pertain to amounts claimed to be due hereunder. In the event a termination by the Owner for default, in whole or in part, subsequently is determined to have been without sufficient justification, such termination shall be deemed a termination for convenience and the CMR's remedies shall be limited as provided in this Paragraph 17.6.

PART 18 MISCELLANEOUS SPECIAL CONDITIONS

- 18.1. **LAYING OUT WORK:** The CMR shall, upon entering the Project Site for the purpose of commencing the Work, locate all general reference points and take all such action as is necessary to prevent their destruction; lay out the Work, except where otherwise required by Contract Documents, and be responsible for all lines, elevations, measurements of buildings, grading, paving, utilities and other Work executed under the Contract. If benchmarks or other general reference points necessary for layout of the Work supplied by the Owner are impaired or destroyed by the CMR, the CMR shall be responsible at its cost to re-establish such bench marks or general reference points. The CMR shall exercise proper and reasonable care in verifying figures shown on the Drawings before laying out the Work and will be held responsible for any error resulting from its failure to exercise such care. The CMR shall establish permanent benchmarks referenced to finish floor lines. CMR shall employ a licensed surveyor who shall, after masonry corners have been set, certify on a drawing over its seal to the Owner that the building is located properly in relation to property lines and in accordance with the Drawings.

18.2. INSPECTION AND APPROVAL OF SITE IMPROVEMENTS:

- A. On-site and off-site improvements shall conform to Arlington County Design and Construction Standards.
- B. The CMR shall notify the Owner's Representative three (3) days prior to the beginning of all street or storm sewer Work.
- C. All Work shall be staked out by a certified surveyor and cut sheets shall be submitted to the Arlington County Department of Environmental Services with a copy to the Owner's Representative before commencing such Work.
- D. The CMR shall perform the Work in such a manner as to control surface flow of water to minimize its impact upon the Work or adjacent properties, in accordance with all State of Virginia and Arlington County regulations and to prevent the washing of any soil, silt or debris onto adjacent properties. The CMR shall be held responsible for any damage resulting from its failure to control surface flow or to prevent the washing of such materials upon adjacent properties for a period of one year after Final Completion of the completed Work.

18.3. PARTIAL USE OR OCCUPANCY:

- A. The CMR shall permit the Owner to use and occupy any defined portion or unit of the Project prior to Substantial Completion of the portion of the Project of which it is a part.
- B. The Owner's use and occupancy shall not constitute Substantial Completion or Final Completion of the Work and shall in no event relieve the CMR of its obligation to maintain the insurance coverage described in General Conditions Paragraph 13.1 hereof.

18.4. RELEASE OF BONDS: No bond required by the Contract Documents shall be deemed released without a written release from the Owner specifically granting such release.

18.5. MATERIALS AND EQUIPMENT: No materials or equipment containing asbestos or any other hazardous material recognized and identified by the Commonwealth of Virginia Department of Environmental Quality shall be utilized in the construction of the Project. In the event a substitute product is needed and time does not allow for the mandated submittal process, the CMR shall confirm these materials do not contain asbestos or any other hazardous material as noted above in writing to the Owner or Owner's Representative and will provide the MSDS sheets to the Owner and Owner's Representative prior to being allowed to install the product on the Project.

18.6. CONTRACTOR'S COVID-19 RESPONSIBILITIES: In the interest of public safety, health and welfare and to promote compliance with federal, state and local guidelines for mitigating of the spread of COVID-19, the Contractor in all aspects of performing the Work and controlling the Project Site shall comply with,

and shall take all reasonable steps to ensure that its subcontractors, sub-subcontractors and all other persons on the Project Site during the Contract Period comply with, the COVID-19 Centers for Disease Control and Prevention guidelines for Construction Workers, the NABTU and CPWR COVID-19 Standards for U.S. Construction Sites dated 27 April 2020, Appendix 1 to the Standard General Conditions for Construction Manager at Risk – COVID-19 Instructions, and such other federal, state or local guidelines or regulations as may be promulgated.

END OF SECTION

Covid-19 Instructions

To: Arlington Public Schools Contractor and Vendors

Arlington Public Schools (APS) continues to stay in close contact with local health officials for guidance on COVID. APS schools and facilities will be closed beginning Monday, March 16, 2020. With schools mainly empty for cleaning over the next few weeks, we would like to seize the opportunity to make progress on punch lists and ongoing projects. APS has the following expectations for all contractor and subcontractor staff working in and around its schools and facilities during the closure.

A. Routine environmental cleaning is expected at all on site facilities.

- All contractors and subcontractor should routinely clean all frequently touched surfaces in the contract workplace at the end of each shift using one or more of the approved cleaning products approved by CDC at <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>
- Portable bathrooms should be serviced a minimum of three (3) times a week where provided.
- All common break areas, lunch and break rooms will be cleaned multiple times throughout the workday.
- Project trailers/offices need to be cleaned daily.
- No communal food will be permitted on the project site until further notice.

B. No contract employees shall be assigned to APS sites who meet the criteria listed below.

- Have tested positive for COVID-19;
- Have encountered someone known to have tested positive for COVID-19; or
- Have traveled to, through, or from a country classified Level 2 or greater for COVID-19 by CDC.

C. Contractors shall require employees to stay home when sick, and to follow proper respiratory etiquette and hand-washing hygiene.

- Contractors will post signs on site that (i) encourage sick individuals to stay home and (ii) explain proper cough and sneeze etiquette and hand hygiene at the entrance(s) to the Project and in other workplace areas where they are likely to be seen.
- Contractors will remind employees to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol or wash their hands with soap and water for at least 20 seconds.
- Contractors shall provide additional soap and water in the workplace if not available and hand wipes along with sanitizer as supplies are available.

D. Contractors shall continually communicate best practices to workers.

- Contractors shall continue to discuss best practices with all project workers daily.
- This includes immediately sending home any contract or sub-contract staff displaying or complaining of any signs of sickness.

E. Contractors shall keep accurate records of all workers who enter APS schools and facilities.

- Contractors shall restrict access to APS schools and facilities by workers as much as possible.
- Contractors shall maintain accurate logs, in a format to be provided by APS, of all personnel who enter APS schools including date, name, company, phone number, email, time in, time out, locations visited within the building, and a general description of work performed.

SECTION 00 54 00 CONSTRUCTION MANAGER AT RISK STANDARD SCOPE OF SERVICES**I. CMR RESPONSIBILITIES.**

A. General Responsibilities. The CMR shall perform all the services required under the CMR Contract(s) as directed in writing by APS and as specified in Change Orders. The CMR is responsible for providing the management, quality control, budget control, schedule control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the CMR Contract and the best interests of APS.

B. Services to be provided. The CMR will provide Pre-Construction Phase Services and, if a Guaranteed Maximum Price (GMP) and other Contract terms are agreed, Construction Phase Services, and also professional, technical, administrative, and clerical personnel as needed to complete the Construction Phase Services including, but not limited to, those described in this RFP. The services described or specified shall not constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The lump sum prices offered in the attached Proposal shall include all Part 1-Pre-Construction Phase Services Contract Work described in this RFP, except those specifically designated as Additional Services. The CMR shall provide Additional Services on the basis of priced Change Orders.

C. CMR Staff.

1. **Core CMR Staff.** The CMR shall assign and dedicate personnel to this Project sufficient in number, and with the requisite expertise and experience, to perform the duties described in the CMR Contract. APS anticipates that the CMR will supplement the core staff as needed throughout the entirety of the Work with other employees, and/or Subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the Project.

Such supplemental staff will be provided at no additional cost to APS. Having adequate CMR staff at the entirety of the Work is a requirement of the Contract and is the responsibility of the CMR. APS has the right to request additional staff with requisite experience be added to the Work at any time at no cost to APS if, in its sole discretion, it feels the Project is under or incorrectly staffed.

2. **Removal of CMR Employees.** APS shall have the right to remove immediately any CMR employee at any time during the duration of the Part 1-Pre-Construction Phase Services Contract and, if awarded, the Part 2-Construction Phase Services Contract if it determines, in its sole discretion, that the employee is not of the level of competence or ability required under the Contract, or if the employee is for any other reason found to be unsuitable for the Work.
3. **Personnel Replacements.** In the event that any personnel named in the Proposal is unable to perform his/her duties due to death, illness, resignation from the CMR's employ, APS request for removal, or any other reason, the CMR shall promptly submit to APS, in writing, the name and qualifications of a proposed replacement according to the approved succession plan. The CMR shall make any approved substitutions at no increase in the Contract Price and the first 30 days of any replacement personnel shall be at no cost to APS to allow for a

transition period.

4. **Failure to Provide Qualified Personnel.** CMR personnel must meet the stated requirements in the Request for Qualifications and Request for Proposal documents and be acceptable to APS to perform the contracted services. APS may deem repeated failure or excessive delay by the CMR to provide qualified personnel, or qualified replacement personnel as an event of default under Article 14.1 of the Contract Terms and Conditions.
5. **Subcontractors.** APS shall approve in writing any proposed Subcontractor required by the CMR for services covered by the CMR Contract before the CMR awards the Subcontract or agreement. APS has the right to remove any Subcontractor's employee APS deems to be incompetent, careless, not working in harmony with others on the Project, or otherwise objectionable. Any substitution of approved Subcontractors shall likewise be subject to prior approval of APS.

D. Record Keeping and Progress Reports

1. **Record Keeping.** A primary responsibility of the CMR is to prepare correspondence and other documentation and to maintain accurate and detailed records of the Project's progress during each Phase. The CMR will research and prepare draft submittals for APS and the A/E in connection with APS's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
2. **Progress Reports.** The CMR shall prepare periodic reports for APS to document Project actions and to keep APS's Project Manager apprised of progress. The reports shall cover all relevant topics, including Project Schedule, budget, submittals, Change Orders, clarifications, meetings, and other topics conducive to the success of the Project. The CMR shall maintain frequent contact by email, telephone, site visits, meetings, etc., with all parties involved with the Project and submit prepared progress reports to APS no less than monthly.

E. Project Schedule. (See Specification Section 01 32 00 Construction Progress Documentation).

F. Meetings. The CMR will schedule, attend and conduct meetings as necessary for the successful completion of the Project and as directed by APS. In conjunction with meetings, the CMR will schedule and arrange for meeting places; provide advance notice of meetings to attendees; prepare and distribute agenda to all attendees before meetings; and chair meetings, addressing all old and new business, recording minutes which shall be distributed to APS and all those in attendance at the meeting within five (5) Days following the meeting, and controlling discussions to focus on results and the resolution of problems.

G. Office Facilities. Prior to the commencement of construction, the CMR is required to set up and maintain any required IT services for the Site offices

1. **CMR Staff.** (See Specification Section 01 50 00 Temporary Facilities and Controls).
2. **APS Staff.** The CMR is to include on Site equivalent connected work space for two (2) APS staff located within temporary facilities separate from the CMR staff. APS staff will provide their own computer-related equipment.
3. **A/E Staff.** A/E staff will be on Site and require space for one (1) staff personnel in the

shared workspace area.

- H. Subcontractors.** The CMR shall hold Project marketing conferences with the trade community. The CMR shall be responsible for completing a trade packages procurement plan.
- I. Limitations on Authority.** APS reserves for itself certain duties and authority, and the CMR shall not perform them. The CMR shall provide recommendations on the following items on its own initiative for APS approval and authorization:
- Deviations from the Construction Contract Documents.
 - Substitutions of materials or equipment.
 - Obligation of expenditure of APS funds.
 - Initiation of any action unilaterally which will create a financial obligation, time delay or extension, or reduce the Project quality.
- J. Mandatory Cost Limitation.** APS will provide an initial mandatory design-to construction cost limitation (also referred to as funding available and budget) for this Project based on the approved preliminary design. APS will provide the final design-to construction cost limitation at the conclusion of Schematic Design. It is the CMR's responsibility to assist the A/E in meeting the initial and final mandatory design-to construction cost limitation insofar as required by the CMR's scope of services. If at any time the CMR determines that the design-to construction cost limitation will be exceeded for any reason, it shall immediately provide written Notice to APS.
- K. Disposition of Materials.** Upon termination or completion of all Work under the Contract, the CMR shall dispose of all excess materials and debris produced during the performance of the Contract as directed by APS, or as specified in other provisions of the Contract Documents. All materials produced, or required to be delivered under the Contract become and remain the property of APS at the time of their creation or delivery.
- L. Additional Services.** APS may issue individual Change Orders for Additional Services as required. Such Change Orders will specify work for the CMR to perform and APS and CMR will agree to a total price according to the unit prices offered for the effective Project Phase in the Proposal, and the direct Subcontractor cost. The CMR will price each Change Order and will provide a time of performance determination for APS review and approval. The CMR shall perform the Additional Services upon the direction of APS by Change Order. The Terms and Conditions and General Conditions as applicable of the Part 1 and Part 2 CMR Contracts apply to Additional Services performed. See Specification Section 01 26 00 Contract Modification Procedures.
- M. Outreach.** The CMR shall participate in outreach efforts as necessary in order to communicate Project issues with school staff, county staff, and/or general public.
- N. Building Information Modeling.** The CMR will provide all necessary technical resources to support the creation, use and maintenance of the BIM model in Revit from the completion of the Schematic Design Phase through Project Closeout.

II. CONSTRUCTION PHASE SERVICES.

- A. General CMR Services.** The performance period for the CMR's Construction Phase Services, if awarded, extends beyond the date of Substantial Completion. The CMR shall coordinate and

manage the Work to be performed by all of the Subcontractors through to Final Completion. The CMR shall be responsible for keeping the Project on schedule, and ensuring that the Subcontractors furnish materials and perform the Work in strict compliance with the Contract Documents.

The CMR shall have the authority to require the prompt execution of the Work and to give instructions to require corrective work, whenever such action may be necessary in its opinion to ensure the proper execution of the Contract Documents and/or to protect the interests of APS. The CMR shall coordinate trade contractors and other construction personnel to ensure that the amount, quality, acceptability, fitness, and progress of the Work is in compliance with the Contract Documents. All Work is subject to the final review of APS and A/E. APS will not routinely require prior approval of these actions but reserves the right of review and approval at the discretion of the APS Project Manager.

Promptly upon discovery by any means during Part 2 Construction Services of any defect, conflict, ambiguity, discrepancy, omission, error, or lack of clarity in the Contract Documents, the CMR shall Notify APS thereof, and with ten (10) Days thereafter Notify APS of the steps the CMR recommends be taken or has taken to mitigate to the maximum extent reasonably possible any impact on the Contract Time, the Contract Sum, or any other reasonably foreseeable cost impact to APS.

The following is a partial list of Construction Phase Services contract administration activities that the CMR shall perform in cooperation with the A/E and APS consultants for all Subcontracts. For a complete identification of CMR's responsibilities during performance of the Part 2-Construction Phase Services Contract, see the Construction Documents for the Part 2-Construction Phase Services Contract:

- Keeping records
- Reporting progress monthly
- Controlling schedules to ensure compliance with the Project Schedule
- Conducting meetings
- Processing submittals
- Processing progress payments
- Coordinating/scheduling/monitoring safety
- Inspecting
- Monitoring testing
- Confirm existing conditions
- Reviewing and managing Subcontractor requests for information (RFIs)
- Reviewing, managing and negotiating Subcontractor change orders
- Processing Subcontractor contract change orders
- Maintaining as-built Drawings
- Performing photographic services
- Coordination of construction sequences and phases
- Generation and presentation to APS of construction phasing
- Use Permit responses
- LEED documentation
- Coordination Drawings
- Community liaison activities
- Procurement of trade permits
- Schedule and coordinate AHJ inspections

- Procurement of inspection and certificate of occupancy approvals
- Ensure compliance with Arlington County erosion and sediment controls and storm water management
- Ensure compliance with safety and quality control plans
- Coordination with APS forces, vendors, contractors, and consultants
- Extended Transition to Operations Protocol (eTOP) integration

B. Record Keeping. The CMR will maintain at the Project Site, on a current basis, one record copy of all Contract Documents and records, including copies of all correspondence, submittals, progress reports, inspection reports, and related documentation throughout the duration of construction. The CMR will maintain the hard copy paper and computer files according to a filing system provided by or agreeable to APS. The CMR will turn these documents and files over to APS for record purposes as a condition precedent to close out of the Part 2-Construction Phase Services Contract. The CMR must use APS contract and document management software for record keeping. Examples of documents and files to be maintained (but not limited to) are:

- Correspondence
- Annotated submittals, including approved shop drawings, product data, and samples
- Formal and pending Subcontract and Construction Phase Contract Change Orders and directives with documentation
- Value engineering change proposals
- Claims and supporting documentation
- Minutes from progress meetings
- Budget records to include invoices and supporting documentation
- Documentation of all clarifications and decisions
- Documentation of all dust, noise, fumes or vibrations complaints and their resolution
- Inspection and progress reports
- CMR's monthly status reports
- Construction Trade, material, and equipment contracts/purchase orders
- Drawings and Specifications updated on a current basis to record changes and selections made
- Addenda and Modifications
- Permits, certificates, and governmental approvals
- Phone logs and memos
- Expense records
- Warranties and guarantees
- Project photographs
- Commissioning paperwork and certifications
- Stormwater Pollution Prevention Plans (SWPPP) documentation
- Subcontractor criminal certifications
- Safety log
- Security badge log
- Project Schedule update
- Additional MS4 documentation
- Project closeout implementation

The CMR shall also maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations to include utility layouts (complete with depth of burial) certified by a licensed surveyor or engineer. The CMR will review any surveys and make recommendations to APS for approval or rejection.

- C. Progress Reporting.** The CMR shall keep accurate and detailed written records of Project progress during all stages of construction. The CMR will prepare progress reports in the format and frequency required by APS, which shall include information on each Subcontractor and its work, as well as the entire Project. APS will provide or approve formats for periodic status reports, including daily diaries, weekly reports, monthly status reports, etc. The CMR will maintain a detailed daily diary of all events that occur at the Site or elsewhere, which affect, or may be expected to affect, Project cost, quality, scope, or progress, or Project Schedule. The CMR's daily diary shall contain at a minimum a record of the weather, each Subcontractor's work on the site, number of workers, identification of equipment and deliveries, work accomplished, problems encountered, and other similar relevant data as APS may require. The CMR will submit weekly reports to APS and A/E on the status of construction, including updated copies of all logs maintained at the Site for Subcontractor and Construction Phase Contract Change Orders, claims, submittals, etc. The CMR will submit monthly reports by the 5th Working Day of each month in 8 1/2" x 11" format including the following information:
- Update of the Project Schedule with analysis
 - Percentage of construction in place, planned and actual, for each Subcontractor and the total Project
 - Inspection report, list of inspections that the Contract Documents require, and deficiencies, delays, and omissions
 - Summary of outstanding and potential problems and issues, including notices of intent to file claims; this monthly report shall not modify any notice of claim or claim submission requirements set forth in the Contract Documents.
 - Summary of issues resolved, decisions reached, clarifications, instruction, commissioning etc.
 - Summary report on submittals
 - Progress Photos documenting ongoing work during the reporting period
 - Minutes from meetings held during the month
 - CMR Contingency log
 - Change Order log
 - Request for Information log
 - Deficiency log
 - MS4 certification/compliance

APS will identify other required reports such as on-Site logs and will furnish or approve formats. Progress reports will always be available to APS and A/E, and the CMR shall turn them over to APS upon request and at completion of the Contract.

- D. Construction Cost Control.** The CMR shall recognize that it is responsible to maintain cost control based on the final approved GMP and advocate accordingly in APS' best interest. The CMR shall develop and maintain an effective system of Project cost control. The CMR shall refine and update the approved GMP, incorporate changes as they are approved by APS, and develop reports and forecasts as needed, or as directed by APS. The CMR shall identify variances between actual and estimated costs and advise APS whenever projected cost exceed allowances or estimates.

The CMR shall check and supervise all material deliveries, equipment, and labor entering the site. The CMR shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requirement accounting records, and afford APS access to these records.

- E. Schedule Control.** The CMR will provide administrative, management, and related services to coordinate the sequence of construction and all related activities, with those of APS and the A/E to manage the Project according to the latest approved Project Schedule. The CMR shall coordinate the sequence of construction and assignment of space in areas where the Subcontractors are performing and will perform Work.

The CMR will generate, at Project's beginning, a Project Schedule. This Project Schedule will break down, by months, all CMR and Subcontractor Project activities through Substantial Completion. In addition to the requirements of Specification 01 32 00 it shall also include APS activities which impact the Project Schedule and the APS occupancy requirements. It shall be kept up to date to reflect construction phasing and commissioning activities.

The CMR will continuously monitor actual progress against the Project Schedule and identify any delays or potential delays. If the CMR encounters or anticipates delays, it will recommend recovery actions to APS's Project Manager to mitigate the delays and implement remedial measures approved by APS, and any extension of time or additional rights and obligations concerning delays shall be controlled by the provisions of the Part 2 Construction Phase Services Contract addressing time extensions and delays.

- F. Meetings.** The CMR will coordinate, schedule, and conduct: 1) weekly progress meetings; and 2) other meetings that APS deems necessary to discuss such matters as procedures and scheduling. The CMR shall prepare and promptly distribute minutes from each meeting to APS

1. **Progress Meetings.** The CMR will conduct and chair weekly progress meetings held at or near the Site to discuss such matters as procedures, progress, problems, and scheduling.

- G. Safety.** See Part 12 of Specification Section 00 70 00 General Conditions.

- H. Quality Assurances/Inspection.** The CMR shall have the overall responsibility for scheduling, coordinating, and inspecting all of the Subcontractors' workmanship, materials, and equipment to ensure strict compliance with requirements of the Contract Documents (including the Drawings and Specifications, subsequent Contract Change Orders, and approved submittals). The CMR shall coordinate with APS third party inspectors and Arlington County inspectors.

The CMR shall provide a Quality Control Superintendent (QCS) with the following duties:

- Manage the approved Quality Control (QC) Plan
- Conduct QC meetings for each definable feature of work
- Ensure that the process for quality control is occurring, including testing, inspections, mock-ups, and the identification and correction of deficiencies
- Manage the process for identifying and documenting deficiencies on a QC log, and facilitate the process for correction and documentation that the corrections have been properly completed, and
- Ensure the overall compliance of the work with the Contract Documents

The QCS shall have experiencing managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for the Project. The QCS shall have experiencing in areas of hazard identification and safety compliance. The QCS shall NOT also serve as the Senior Project Manager, Project Manager, or Field Superintendent.

The QCS will make quality determinations based on the records and inspections, to protect APS

against defects, deficiencies, omissions, and delays. The CMR shall advise APS and the A/E of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the terms of the Contract Documents. Throughout construction the CMR will maintain an up-to-date list of defects, deficiencies, delays, and omissions as well as corrective actions taken.

1. **Substantial Completion Inspection.** See Part 11 of Specification Section 00 70 00 General Conditions
 2. **Final Punchlist Inspection.** See Part 11 of Specification Section 00 70 00 General Conditions.
 3. **Warranty Inspection.** The CMR shall administer the correction of all warranty claims that originate during the period of the Contract and resolve all claims during the full Warranty Period. The CMR shall participate in a warranty inspection with APS, Commissioning Agent and A/E approximately 9 months into the 1 year Warranty Period and provide a plan for all necessary repairs, replacements, and/or corrective work.
- I. Monitor Testing.** Under direct contract to APS, third party structural testing and commissioning will be responsible for conducting the required verification tests, retaining all samples, and for submitting test results to APS, A/E, and CMR. The CMR will identify all tests required by the Contract Documents to be performed by the APS contractors, prepare a complete testing schedule, and include such testing schedule in the Project Schedule. The Commissioning Agent will be integral to the generation/verification of this testing schedule. The CMR's responsibilities with regard to testing shall include:
- Verifying that tests are conducted as scheduled
 - Coordination with testing agency for scheduling of test
 - Witnessing tests selected by the CMR, A/E, Commissioning Agent, and APS Project Manager
 - Reviewing test and retesting results and documenting with Contract Documents
 - Retaining test and retesting records
 - Summarizing significant test results in progress reports
 - Notifying immediately APS of test failures and, with A/E, planning corrective actions
 - Overseeing corrective actions and retesting until issue resolution
- J. Requests for Information (RFI).** The CMR shall coordinate responses from the CMR, A/E, and APS to the Subcontractors' requests for information. The CMR will consult with the A/E and APS on technical matters, including requests for interpretations of the meaning and intent of the Drawings and Specifications, or with APS on administrative matters. The CMR is responsible for facilitating information requests to keep response times to a minimum. The CMR will maintain copies of the final answers to information requests as part of the Project records.
- K. APS Furnished Materials and Equipment.** The CMR shall arrange for the delivery, storage, and security for APS furnished materials and equipment.
- L. SWM Certification.** An onsite CMR team member shall hold and maintain for the duration of the Project the Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (E&SC) and Storm Water Management (SWM) inspector certification. Per the certification, this member shall ensure proper record keeping of the Storm Water Pollution Prevention Plan (SWPPP) by the CMR, conduct self-inspections of the Site at least every four

(4) days, and ensure compliance with APS' Municipal Separate Storm Sewer System (MS4) Permit as it relates to Site storm water runoff control and proper E&SC. The CMR shall also provide on-Site personnel certified for and designated as the Registered Land Disturber (RLD).

M. Contract Change Orders. See Part 9 of the Part 2-Construction Phase Services Contract Standard General Conditions for Construction Manager at Risk as supplemented by specification Section 01 26 00 Contract Modification Procedures.

N. Photography. The CMR is responsible for procuring at its expense; construction photographs of items that may be the subject of Subcontractor claims, or that require documentation. The CMR shall also provide preconstruction photographs, periodic construction photographs, and other Owner- directed construction photographs. Before commencement of demolition, the CMR shall take preconstruction photographs of the Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Owner and as required by the Use Permit. The CMR shall provide periodic construction photographs showing the full scope of ongoing Work; these shall be no less than twenty (20) photographs monthly. From time to time, the Owner or Owner's Representative will instruct the CMR about number and frequency of photographs and general directions on vantage points. Photographs shall be in electronic format, organized and identified by location and/or trade, and date. Photographs in electronic format shall be turned over for record purposes at Project close-out.

O. Project Commissioning. APS will engage third-party commissioning agents ("Commissioning Agent") to conduct enhanced commissioning of building systems. Prior to this, the CMR shall coordinate a systematic process to ensure that the mechanical, electrical and plumbing (MEP), audio- visual, security, communications, and all other systems are fully functional in accordance with the design intent generated by the Contract Documents and APS's operational needs, and the personnel charged with maintaining and operating them are trained (not merely familiarized) to perform operation and maintenance. The CMR will ensure all necessary approvals exist prior to equipment procurement and subsequent installation. The CMR will coordinate and chair pre-installation meetings for major MEP, structural and building envelope as well as other systems and equipment. The CMR will coordinate and participate, along with the A/E, in each Subcontractor's initial equipment testing and final systems testing, start-up demonstrations, and training for utilities, operational systems, and equipment with the A/E, Construction Manager Advisor and the Owner's operations and maintenance personnel. The CMR shall prepare all minutes of these items and prepare documentation of the actions, activities, and results obtained. All training will be video-taped, and tapes will be provided to the Owner as a component of the Operations and Maintenance Manuals.

The CMR will ensure that the Subcontractors have a complete understanding of the systems testing and commissioning requirements placed on them by the Contract. This includes, but is not limited to, providing single-line diagrams and sequences of operations as required. The CMR will also ensure that the Subcontractors have a complete understanding of all associated trades' work that integrates/interacts or is dependent upon their own.

P. Extended Transition to Operations Protocol (eTOP). The CMR shall input all required Operations & Maintenance (O&M) information from submittals into APS' maintenance software.

Q. Project Closeout. As a condition precedent to Final Completion and final payment, the CMR shall comply with all of the following requirements. The CMR shall secure and transmit to the

A/E all warranties, operations and maintenance manuals, and similar submittals required by the Contract Documents, for approval by the A/E, before delivery to APS. The CMR shall also deliver all keys, record documents, and maintenance stocks to APS. The CMR shall be evaluated on future projects, to the extent possible, on the performance during the Project closeout and the duration of Final Completion (including all closeout requirements).

1. The CMR is required to bring on staff a Project Close Out Engineer, at the appropriate time but no later than two (2) months prior to the Substantial Completion date, to solely handle Project close out activities, which include punch list, completion and verification of the Building Automation System, scheduling of the required demonstrations and testing, and reviewing and submission of the O&M manuals. Note: This position cannot be done by someone who has been assigned to other positions during the Construction Phase.
2. The CMR is responsible for compliance with all Contract Close Out items per the Contract Documents. The CMR shall obtain data from Subcontractors and maintain a current set of record Drawings, Specifications and operating manuals.
3. With mechanical and electrical equipment, the CMR is to obtain the Operating & Maintenance (O&M) manuals at least two (2) months prior to the demonstration for such equipment. These O&M manuals are to be sent to APS Project Manager who is to forward one (1) set to APS's Department of Facilities and Operations for review prior to the equipment demonstration.
4. At the completion of the Project, and before final payment, the CMR shall deliver all such records to APS along with completion set of as-built Drawings and a complete and verified Building Automation System for approval by the A/E.
5. Provide final Project construction costs in a format(s) acceptable to the Owner for its historical cost data base.

ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT A

OWNER TEAM CLARIFICATIONS
OCTOBER 02, 2020

OTC#	REFERENCE	ROUGH TIMEFRAME	DOCUMENT	COMMENT	MCN RESPONSES
1	INTERIOR CONSTRUCTION	March 2020 GMP Submission	A&Cs	EPOXY FLOOR SYSTEM THICKNESS AS REQ'D TO PROVIDE THE SPECIFIED SLOPE. CEMENTITIOUS TOPPING ON SLAB IS AN ACCEPTABLE WAY TO PROVIDE SLOPE WHILE MAINTAINING 1/8" THICK EPOXY	Acknowledged
2	FIRE SUPPRESSION SYSTEM	March 2020 GMP Submission	A&Cs	MCN TO PROVIDE COORDINATION BETWEEN APPROVED FIRE SUPPRESSION SYSTEM AND OTHER MEP TRADES	Confirmed.
3	ELECTRICAL SYSTEMS	March 2020 GMP Submission	A&Cs	EXTERIOR LIGHTING RECESSED IN CANOPY SOFFITS AND GROUND FLOOR RECESSED ENTRANCES TO BE INCLUDED.	As noted in A&C document, ground floor recessed entry soffits and first floor canopy soffit lights are included (as showing on lighting plans). Lighting in the third floor soffit (underside of fourth floor cantilever) was removed at previous design phase and is excluded.
4	FIRE SUPPRESSION SYSTEM	65% CD DESIGN COMMENTS	FP SERIES	Ensure Duct Detectors have key switches for manually tripping. Assists with effective testing. Fire alarm specification was updated - refer to 283 100 9.10.1, 9.10.2 and 9.10.3	This may be mislabeled fire suppression when its fire alarm? JCI has confirmed they have included Addendum 2 updated specification 28 31 00.
6	Structural	65% CD DESIGN COMMENTS	6,7/S3-1	MCN INCLUDES THE COST FOR DETAIL 6,7/S3-1 AND THE SPACING AND LENGTH REQUIRED AS WILL BE FLUSHED OUT IN THE SHOP DRAININGS	Detail is the same in 95% CDs and is confirmed included
7	STRUCTURAL	65% CD DESIGN COMMENTS	N/A	ALL REQUIRED SHORING FOR THE PROJECT, INCLUDING SCOPE INDICATED IN S1-2, 10/S3-1	Shoring is confirmed included.
8	Plumbing	65% CD DESIGN COMMENTS	A1-2	MCN HAS INCLUDED ALL COSTS TO INSTALL THE CANOPY ROOF DRAINS	Roof drains and piping are included as shown in 95% CDs details.
9	Civil	65% CD DESIGN COMMENTS	A0-4	MCN HAS INCLUDED ALL COSTS ASSOCIATED WITH EXCAVATION AND PROTECTION WITH RESPECT TO RETAINING WALL HEIGHTS	Confirmed.
11	Civil	September 2020 GMP Submission	A&Cs	The South parking lot adjacent to existing W&L trailers will have the striping refreshed with a new coat of paint.	Confirmed.
12	Civil	September 2020 GMP Submission	A&Cs	MCN Build will hand a certified Responsible Land Disturber (RLD) onsite at all times for this project.	Confirmed.
13	Civil	September 2020 GMP Submission	A&Cs	The intent behind MCN Build's "Storm Water Clarification" is exclude the installation of any "BMPs.	Confirmed.
15	Demolition	Demolition	A&Cs	MCN has included all costs associated with the demolition of the 4" CMU wall along the outer (north) radius of the ground floor in the GMP.	Incorrect. Note D33, on D1-0 is only shown along east wall and that removal is included. CMU along north radius wall does not receive this note or any hatching that would indicate removal. In Addendum 4 details 1/D1-1, 1,2,3/D4-3 do not indicate removal, sheets and details A1-0, A1-10, A2-0, 1/A4-1 do not imply removal (ie by omission) or indicate new, and details 1,2,3/A4-11 explicitly state "EX. CMU ASSEMBLY"
16	Site	Striping	A&Cs	All required striping for MOT items is included in the MOT pricing.	Confirmed.
18	Structures	Soil Compaction	A&Cs	MCN Build acknowledges the Geotechnical Report and its recommendations with respect to the compaction of soils uncovered during the execution of the scope of the GMP	MCN acknowledges the Geotech Report recommendation regarding undisturbed subgrade at the bottom of trenches and interprets this as means and methods.
19	Structures	Concrete Repairs	A&Cs	MCN Build has included the patch back of all penetrations in the existing concrete slabs within the GMP.	Confirmed.
20	Exterior Skin	Concrete Repairs	A&Cs	MCN Build has all repairs shown within addendum 4 included in the GMP	MCN includes the repairs per the quantity table on A3-2 and as detailed on R1-1. Repairs to CIP ground floor wall are excluded because of the hazardous finish material that is not being removed.
21	Exterior Skin	Concrete Repairs	A&Cs	MCN Build acknowledges the requirement for color matched concrete mortar and will supply samples for review and approval by the architect before proceeding with the respective scope of the GMP	Confirmed.
22	Exterior Skin	Concrete Repairs	A&Cs	MCN Build acknowledges the material requirements for the concrete repairs called out in the project, and not withstanding other comments to the contrary, will adhere to those specifications. All costs associated with this compliance are included in the GMP.	Confirmed.
24	Exterior Skin	Glazing System	A&Cs	Glazing will meet the .040 u-factor based on AAMA 507-12 but may not meet it based on AAMA 1503-09 and will meet the LEED requirements of the project. Not withstanding other comments to the contrary, all costs associated with this compliance are included in the GMP.	Confirmed.
25	Exterior Skin	Curtain Wall System	A&Cs	MCN Build will supply, to the level required by the project architect, documentation of the curtain wall energy performance. Not withstanding other comments to the contrary, all costs associated with this compliance are included in the GMP.	Confirmed.

ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT A

OWNER TEAM CLARIFICATIONS
OCTOBER 02, 2020

OTC#	REFERENCE	ROUGH TIMEFRAME	DOCUMENT	COMMENT	MCN RESPONSES
26	Exterior Skin	Curtain Wall System	A&Cs	MCN Build is supplying tempered glass as specified on the project and not heat soaked glass.	Correct. Tempered glass is included. Heat soaked glass is a "step up" from tempered glass and is excluded.
27	Exterior Lighting	Site Lighting	A&Cs	MCN Build will, by the completion of the project, ensure all of the existing site lighting circuitry and poles are working as they were at the beginning of the project - except for the manhole which is to be demoed (UE100/Tag U13). This would include the photovoltaic and BAS/ALC system controls found and repaired during the Demo ESA phase.	The expected work is cut/cap/make safe, protect, and reconnect to provide same condition as start of project. If MCN or its subcontractor damages part of the existing site lighting circuit in the course of disconnecting or reconnecting the portion of the circuit impacted by the fluid cooler pathway, they will be responsible for repairing the deficiency.
28	General Item	September 2020 GMP Submission	GMP Detail	MCN Build confirms that all subcontractors submitted as part of the GMP have acknowledged and priced compliance with the COVID-19 policies and procedures the MCN has outlined in the GMP's basis of proposal.	Confirmed.
29	General Item	September 2020 GMP Submission	GMP Detail	MCN Build confirms that all subcontractors submitted as part of the GMP have acknowledged and priced all of the GMP drawings and specifications including Addendum 4.	Confirmed.
30	General Item	September 2020 GMP Submission	GMP Detail	MCN Build includes, Notwithstanding other comments to the contrary, all costs associated with site winterization/snow removal within the GMP.	During the 09/23 call it was expressed by APS that "snow removal is a means and methods issue." MCN includes snow removal at its own discretion. Site winterization as it relates to performing scope as required for the work is included. All references to snow removal or site winterization are removed from the 09/30 submission.
31	General Item	September 2020 GMP Submission	GMP Detail	MCN Build includes, Notwithstanding other comments to the contrary, all costs associated with pest control are covered in the GC Allowance within the GMP.	Confirmed.
32	General Item	September 2020 GMP Submission	GMP Detail	MCN Build includes, Notwithstanding other comments to the contrary, all costs associated with sound baffle protection within the GMP.	n/a
33	General Item	September 2020 GMP Submission	A4-1/2	Ground Floor: PAINT ALL EXISTING CONCRETE. Excluded from GMP	Correct, scope is excluded.
34	General Item	September 2020 GMP Submission	A10-1	Exterior Signage Types 1, 2, 3 included in GMP	Scope confirmed included in 09/30 Submission.
35	Civil	Addendum 04 Narrative	CLF #01	Note that on the civil sheets, no work is required in the manhole in the north parking lot that is tagged "to be abandoned" and or "to be repaired" as APS has addressed the existing condition separately.	Confirmed, scope is excluded.
36	Civil	Addendum 04 Narrative	CLF #02	Note also that the temporary chiller and generator identified in various site drawings are no longer required.	Confirmed.
37	Civil	Addendum 04 Narrative	CLF #03	Note that the construction fence symbol in the legend on the civil sheets refers to an existing guardrail, but the symbol actually represents the construction fence.	Confirmed.
38	Civil	Addendum 04 Narrative	CLF #04	Note that on the civil sheets, the LOD lines are NOT the construction fence. And, in light of #3, the CMR's site logistics plan governs for the location of the construction fence.	Confirmed.
39	Civil	Addendum 04	UE100	Tag U11 indicates condenser water piping provided by others. MCN Build has included this Work in the GMP.	Correct. Details on this sheet are relative to Electrical Work. MCN includes the piping.
40	Civil	September 2020 GMP Submission	UE100	GMP includes salvage of one pole light to be installed on new concrete base using existing circuitry. (Tag U15/U16)	Confirmed.
41	General Requirements	September 2020 GMP Submission	01000/17	Temporary lay-down and crane pads are means and methods. MCN determined these are not needed, therefore an exclusion.	Correct.
42	General Requirements	September 2020 GMP Submission	01000/19	MCN Build has included casual dewatering/weather that will need to be pumped out. Permanent dewatering is Excluded.	Correct. Dewatering of casual/weather water during MCN Work (trenching/excavation operations) is included. Permanent dewatering systems or the assumed presence of ground water that would necessitate continuous dewatering is being excluded.
43	Civil	September 2020 GMP Submission	C102 and C112	MCN Build confirmed note to eradicate existing striping is not an added cost, as mill and overlay scope will remove existing striping.	Confirmed.
44	Retainage	September 2020 GMP Submission	Cash Flow	Retainage will be released as outlined in the Contract.	Confirmed.
45	Gypsum Wallboard Assemblies	September 2020 GMP Submission	09200	Slab edge safing is not an allowance and all costs included within the GMP.	Correct. Safing is not an allowance, but MCN has been specific about the product assumed to be used. There was language in the 09/28 submission (A&C: Interiors 1.c.ii) that referenced this scope as an allowance in error and the 09/30 submission removes the language.
46	Signage	September 2020 GMP Submission	A0-1/Note-10	30 Parking signs included in GMP.	n/a

ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT A

OWNER TEAM CLARIFICATIONS
OCTOBER 02, 2020

OTC#	REFERENCE	ROUGH TIMEFRAME	DOCUMENT	COMMENT	MCN RESPONSES
47	Civil	September 2020 GMP Submission	C112	Striping of all mill/overlayed parking lot included in GMP. (ie - including existing handicap space in north lot not shown as new)	All mill/overlay (M/O) will receive new striping, but I think the nomenclature of "north lot" might leave room for misinterpretation for the scope that doesn't fall under M/O. Based on the discussion on 09/23, all of the parking lot from east of the Planetarium moving counterclockwise around the building (starting approx. even with the curb/gutter line south of the Planetarium, closest to the Planetarium) and the northern stalls of the southern parking (near WL trailers) are to be M/O. Previous sheet D0-2 (dated 11/27/2019) shows the area to be M/O shaded clearly. Admittedly, the D0-2 graphic is missing a portion of the NE corner of the parking, but this is all included as M/O, all the way to the concrete apron in this NE corner. See item 11 for comment on southern stalls at south parking
48	Civil	65% CD DESIGN COMMENTS	Estimates	Increased dumpster pad to 5" asphalt mill and infill with concrete included in GMP.	09/30 GMP submission has been revised to include 5" depth of concrete (and required milling) not 2" shown on C7/C500.
49	Asphalt	September 2020 GMP Submission	Pages 391-392	Beltway Mill and Overlay Qty is 5864 SY which appears to cover North/East/South parking lots and the scope correction for \$4933 can be removed. D0-2 = 4600 SY A0-1 = 4322 SY Total SY of parking lot = 5835 SY	09/30 GMP submission rectifies cost and includes correct scope based on 9/23 A&C/scope clarification regarding this topic and other OTC#s in this document.
50	Concrete	September 2020 GMP Submission	22	Concrete fill (and footing) of embedded bollards for pipe bollards is included. C8/C500 is a fence detail included in scope	Confirmed. Previous language used by MCN had mixed up detail numbers and content. Embedded bollards to include footing per C8/C500. Fence posts to include footers per untagged detail (Addenda 1) below C7/C500.
51	ELECTRICAL SYSTEMS	September 2020 GMP Submission	E Series	Emergency battery packs are provided as base bid.	Confirmed. Scope is further detailed in A&C Electrical: 1.v

ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT A

OWNER TEAM CLARIFICATIONS
OCTOBER 02, 2020

OTC	ALTERNATE DESCRIPTION	MCN FURTHER CLARIFICATIONS/HISTORY	ALTERNATES IMPLIED/LISTED/SHOWN IN THE FOLLOWING DRAWINGS ARE VOID OR CLARIFICATION PROVIDED
52	Alternate 1 – Terrazzo ILO VET at First Floor: Excluded	2/A1-11 references terrazzo. GMP excludes terrazzo, VET ILO terrazzo as relates to detail	VOID -- ALT: A1-11
53	Alternate 2 – Additional laminate glazing at First Floor – Excluded	A3-5 still references an alternate scope for laminate. GMP includes "base" scope.	VOID -- A3-5
54	Alternate 3 – Fire pump back-up Generator: Excluded	GMP excludes new generator	VOID -- ALTERNATE: M250, E601 VOID -- PROP. GENERATOR DRAWN/SHOWN AS NEW WORK: C110, C120, C122, C131
55	Alternate 4 – Additional Wood Wall Finish: Excluded	A7-1 still references WD-2 in upper level corridors. A8 series elevations reflect what was included: wood wall panels at first floor only.	VOID -- ALT: A7-1
56	Alternate 5 – Additional Collaboration Space Partitions/Acoustic Screenwalls: Excluded	GMP includes the acoustical screen walls at 1st floor only.	VOID -- ALT: A1-2/2ND FL, FLOOR PLAN KEY NOTES SHOWS TAG #11 AND PARTITION IN DRAWINGS FOR ALT #5
57	Alternate 6 – Partitions/Fire-Rated Glazing: Excluded	The glazing at the stairs is tagged with partition type 7, which on A6-1 (included with addendum 4) states see "A6-2" and A6-2 was not included in Addenda 4. Previous version of A6-2 (Addendum 1) notes a base and alternate. "Base" (partition type 11) is included in the GMP. Fire-rated glazing is excluded	VOID -- ALTERNATE: A6-2
58	Alternate 7 – Planetarium Alternate HVAC design: Excluded	M800 was not updated in Addenda 4, so the assumption is that the "base" equipment shown is what is to be included	CLARIFICATION -- ADDENDUM 04 VOIDED SHEET M800
59	Alternate 8 – Interior door frames: Excluded	A6-3 was not updated in Addenda 4, so the assumption is that the "base" from the previous updates is what is to be included	VOID -- ALT: A6-3
60	Alternate 9 – Ground floor window enlargement: Excluded	In March 2020, the understanding of the request for alternate 9 was that the base scope included replacing the windows in the rough openings, which were not to be modified. Part of that understanding was also that the abatement of the ground floor was only to be included with the added scope of the alternate. The GMP includes removal of the caulk around the windows, removal of the window, new window in the same size opening, window to be 2x6 thermally broken storefront, with operable vent at the bottom. GMP excludes abatement of the ground floor wall, enlarging the rough openings for these ground floor windows, or any facade repairs indicated on the ground floor because of the finish that needs to be abated. The quantities of facade repair listed on A3-2 are included. Spec 13 28 00 (Addendum 4) strikes out the white texture line item from the table. Previous version (Addendum 3) noted that only the glazing compound/caulk should be included in the base bid and that the 6,500 sf of white texture should only be with the alternate. A4-1 (Addendum 4) notes to paint all existing painted concrete at ground floor. (excluded) A3-2 and A3-3 (Addendum 4) note to remove existing paint coating in its entirety to exposed the board-formed finish of cast-in-place concrete walls and optimize the substrate for application of a new sealer coating for the system (excluded) D1-0 is not included with Addendum 4, D0-1 shows windows to be removed only (included) by note D15 D3-2 (Addendum 4) appears to show one window being enlarged (excluded), but shows most being removed in the size of existing. D4-1 (Addendum 4) show windows to be removed (included) and has a stray note "new saw cut opening" (excluded) D4-3 (Addendum 4) show windows to be removed and 12" CIP concrete wall to remain (included)	CLARIFICATION -- A3-5: ALTERNATE 9 LANGUAGE REMOVED AND TABLE UPDATED TO ASSUME NO WIDENING OF WINDOWS IN CHART/SCHEDULE
61	Alternate 10 – Fourth floor windows: Included 1. Clarification of included scope: New glazing in existing frames. Limiters retrofitted to existing frames.	Glazing schedule on A3-5 and A3-6 (addendum 4) note that the "frame type" on the fourth floor windows is "Repl" and the "oper. Qty" is "exst" GMP includes removal of existing glass and install of new glass in existing frames. Limiters to be retrofitted to existing frames. Assumption is, based on hazmat report, window glazing is not hazardous.	VOID -- ALTERNATE: D1-1, D1-2, D1-3 CLARIFICATION -- D1-0, D1-4, D3-1, D3-2, D4-1, D4-2, A4-1, A4-11: ALT 10 language removed and is now shown as base bid scope
62	Alternate 11 – Mill and overlay parking: Included	D0-2, A0-6, and M250, are not included in Addenda 4. As mentioned in previous discussion A0-1 shows what was originally included. 9/28 submission includes what is shown on A0-1 plus M/O of north parking stalls in south parking area. Drive aisle or south stalls in south parking area are excluded.	VOID -- ALTERNATE: D0-2, M250 CLARIFICATION -- ADDENDUM 04 VOIDED A0-6 SEE OTC ITEMS 47 AND 49
63	Alternate 12 – Courtyard paving: Included 1. Clarification of included scope: Courtyard between planetarium and Ed Center and East side of Ed Center to receive new concrete SOG paving.	D0-2 not included in Addenda 4. A0-5 shows the area in question. Worth noting that A0-1 calls this area out by note, but graphically it is not obvious that it is new. New concrete paving has been included.	VOID -- ALTERNATE: D0-2 CLARIFICATION -- A0-5: Alternate 12 language removed and is now shown as base bid scope
64	Alternate 13 – Courtyard planters: Excluded.	A0-4 in the 8/7/2020 version of Addendum 4 does not reference the planters and A0-4 describes them, but does not show them. M250 was not included in Addendum 4, but MCN assumes the planters not being shown on A0-4/A0-5 dictates grounds for exclusion.	VOID -- ALTERNATE: M250
65	Alternate 14 – Acoustical Enhancements: Included.	Previously, language of the alternate stated that the "base" scope was to not include the acoustical enhancements as shown. Since the alternate spec no longer exists and the details were not updated in addendum 4, the assumption is that the "latest" version of the details would be the ones where the enhancements are shown and there for are included with the GMP.	VOID -- ALTERNATE: M300, M600 ALT: M701 CLARIFICATION -- ADDENDUM 04 VOIDED SHEET M800
66	Alternate 15 – N/A: No alternate for Alt #15.		
67	Alternate 16 – Drapery at doors: Excluded –Included 1. Clarification of included scope: Roller shades included as scheduled on Door Scheduled).	We did not receive A6-4 (or A6-3 for that matter) with Addendum 4. We have included the drapery as shown in A6-4 (Addendum 2) and scheduled on A6-3 (Addendum 2).	VOID -- ALTERNATE: A6-4
68	Unlisted alternate – UV Light filter and Bi-polar ionization: Excluded.	MCN assumes these alternates wer rejected are therefore not included with the GMP.	VOID -- IONIZATION: M401 (bipolar listed) ALTERNATES: M700 (both listed)

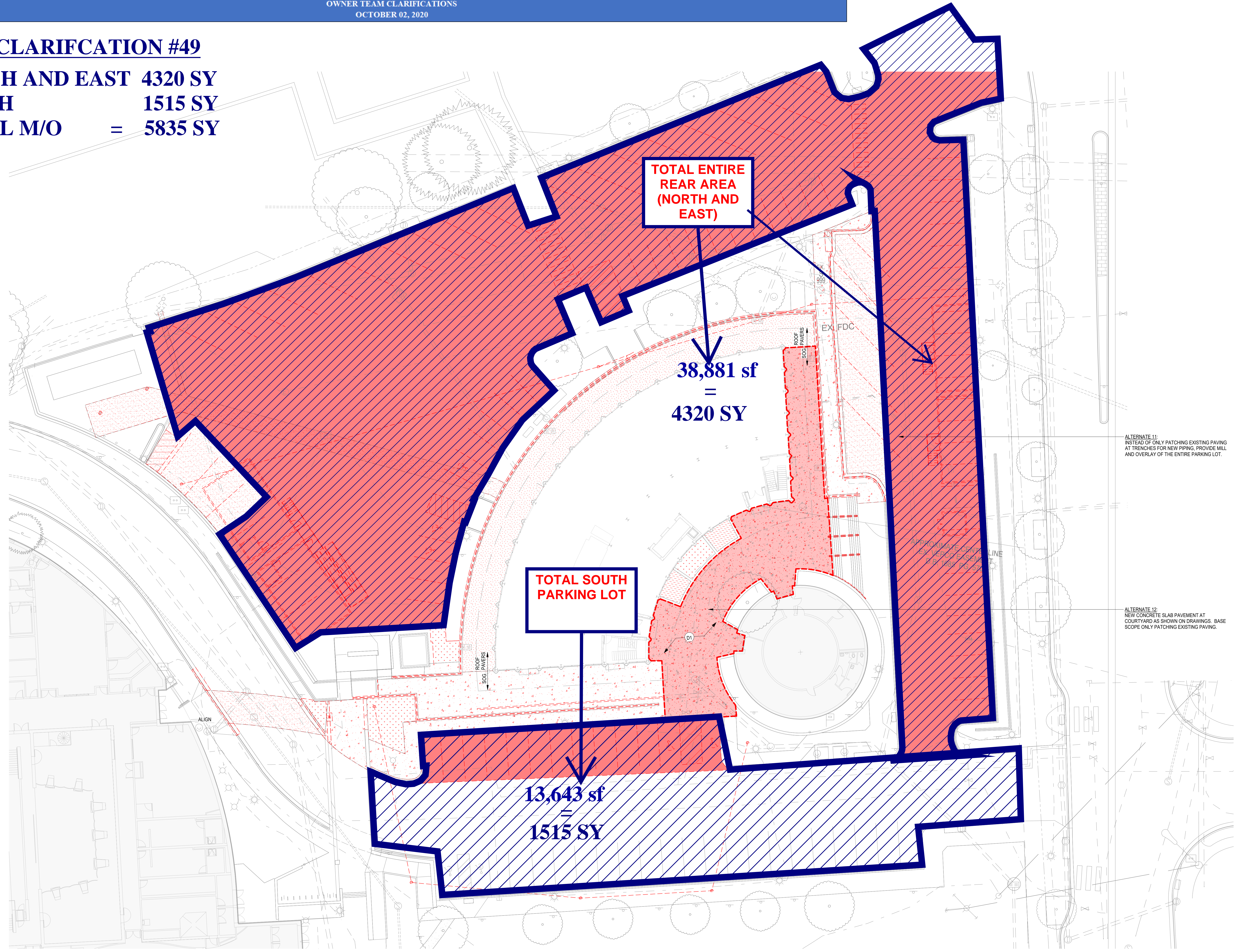
ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT A

OWNER TEAM CLARIFICATIONS
OCTOBER 02, 2020

OTC	ALTERNATE DESCRIPTION	MCN FURTHER CLARIFICATIONS/HISTORY	ALTERNATES IMPLIED/LISTED/SHOWN IN THE FOLLOWING DRAWINGS ARE VOID OR CLARIFICATION PROVIDED
69	Unlisted alternate - Replace site pole heads: Excluded.	<p>GMP includes salvage of one pole light to be installed on new concrete base using existing circuitry.</p> <p>The symbols on A0-1 can be interpreted that all light poles are replaced on existing base to remain. None of the symbols on the 8/7/2020 version of A0-1 have the "light" emitting indicated new fixture on new base.</p> <p>UE100 (addendum 4) shows the one site pole that is being salvaged and relocated.</p> <p>Previous version of UE100 (addendum 2) included note U14: "light fixture pole indicated shall be existing to remain. add alternate: existing head shall be replaced with new. refer to light fixture schedule for specifications. light light fixtures shall be circuited to emergency panel EHLS as indicated. exterior lighting circuits shall be routed through lighting relay. refer to detail for related information."</p>	VOID -- A0-1, A0-3, A0-5: Legend symbol indicates new work not existing.
70	Unlisted alternate - Abandon electrical feeder and provide new: Excluded.	This particular scope was listed on UE100 noting that base scope was to leave feeder as is with an alternate to provide new from the splice box. UE100 has been updated to reflect the scope (U1 notes it as existing and to ref. E600 for more info). 1/E600 notes "Existing feeder conduit(s) from Washington Liberty High school. Contractor shall remove conductors in existing conduit(s) back to source). Also note this details says the existing building mounted disconnect is to be removed. 2/E600 (new work) does not mention replacing the disconnect or conductors in existing feeder.	VOID -- FEEDER: E600/1
71	Unlisted alternate - New 42"High Anodized Aluminum Guardrail. Add alternate for Stainless Steel	GMP does not include stainless	CLARIFICATION -- ADDENDUM 04 REMOVED A0-1: Annotated Note #02, #03, and #04
72	Unlisted alternate: ALL LIGHT FIXTURES MARKED "EM" ON THE PLANS SHALL BE CIRCUITED TO THE EMERGENCY PANEL INDICATED. EMERGENCY BATTERYPACKS ARE PROVIDED AS A BID ALTERNATE AND ARE TO BE CIRCUITED TO THE NORMAL POWER UNSWITCHED LINE SERVING THE AREA. IF ALTERNATE IS ACCEPTED, THE EMERGENCY RELAY TRANSFER SWITCHES SHALL BE ELIMINATED AND BATTERY PACKS UTILIZED FOR EGRESS LIGHTING.	The 09/30 GMP submission includes the battery packs shown and connection of EM fixtures to panel LG. The 09/30 submission also clarifies that all classrooms to receive one EM fixtures, even if not shown.	ALTERNATE: E200, E201, E202, E203
73	Unlisted alternate: EMERGENCY BATTERY PACKS ARE PROVIDED AS BASE BID. IF ALTERNATE IS NOT ACCEPTED, THE LIGHT FIXTURES INDICATED AS EMERGENCY SHALL BE CONNECTED TO NORMAL POWER PANEL "LG" AND PROVIDED WITH INTEGRAL EMERGENCY BATTERY BACKUP.	This wording only indicates what happens for the base bid or if the alternate is not accepted, which is the base bid. See MCN comment for item 72, which clarifies this scope further.	ALTERNATE: E200, E201, E202, E203

OTC CLARIFICATION #49

NORTH AND EAST 4320 SY
SOUTH 1515 SY
TOTAL M/O = 5835 SY



DEMOLITION GENERAL NOTES

1. SEE HAZARDOUS MATERIALS REPORT FOR SCOPE OF ABATEMENT.
2. SEE ENVELOPE MATERIALS REPORT FOR REPAIRS AND REPLACEMENTS OF EXISTING ROOF AND CLADDING AND GLAZING.
3. ALL TEMPORARY FACILITIES AND ASSOCIATED UTILITY CONNECTIONS, AND POLES TO BE REMOVED AND DISPOSED OF.

DEMOLITION ADD ALTERNATE KEY NOTES

D1. ALTERNATE 12: REMOVE CONCRETE SLAB PAVEMENT AT COURTYARD AS SHOWN ON DRAWINGS TAKING CARE NOT TO DISTURB SUBSURFACE. REPLACE WITH NEW CONCRETE SLAB PAVEMENT. BASE SCOPE ONLY PATCHING EXISTING PAVING.

ALTERNATE 11: INSTEAD OF ONLY PATCHING EXISTING PAVING AT TRENCHES FOR NEW PIPING, PROVIDE MILL AND OVERLAY OF THE ENTIRE PARKING LOT.

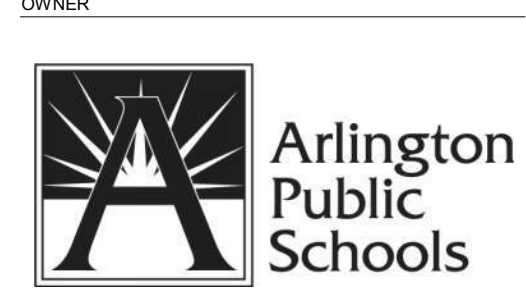
ALTERNATE 12: NEW CONCRETE SLAB PAVEMENT AT COURTYARD AS SHOWN ON DRAWINGS. BASE SCOPE ONLY PATCHING EXISTING PAVING.

DEMOLITION PLANS LEGEND

- ELEMENT TO REMAIN
- - - ELEMENT TO BE REMOVED
- - - GRIDLINE
- (D2) KEYNOTE

1 DEMOLITION ADD ALTERNATE SITE PLAN
D0-2 SCALE: 1/16" = 1'-0" REF: 2 / A0-3

EDUCATION CENTER REUSE



ARCHITECT
STUDIO TWENTY SEVEN ARCHITECTURE
300 K STREET NW
SUITE 800
WASHINGTON, DC 20006
T 202 339 8027
STUDIO27ARCH.COM

STRUCTURAL ENGINEER
EHLERT-BRYAN
600 WEST WOOD CENTER DRIVE
SUITE 300
TYDENAL, VA 22182
T 703 827 8932
EHLERT-BRYAN.COM

CIVIL ENGINEER
CHRISTOPHER CONSULTANTS
1800 MAIN STREET
FOURTH FLOOR
FAIRFAX, VA 22031
T 703 273 6820
CHRISTOPHERCONSULTANTS.COM

MEP ENGINEER
CMTA
1225 NORTH FALLMORE STREET
ARLINGTON, VA 22201
T 703 528 0208
CMTA.COM

TRANSPORTATION
GOROVE SLADE
1140 CONNECTICUT AVENUE NW
SUITE 800
WASHINGTON, DC 20006
T 202 296 8928
GOROVESLAD.COM

ACoustics
ACOUSTICAL DESIGN COLLABORATIVE
T 410 821 5850
ADUSTX.COM

MATERIALS SCIENCE
WISS, JANNEY, ELSTER ASSOCIATES
2641 FARVIEW PARK DRIVE
SUITE 300
FALLS CHURCH, VA 22042
TEL 703 641 4101
WJE.COM

NO.	DATE	DESCRIPTION

95% DOCUMENTS	
DRAWING TYPE	GENERAL
DRAWING DATE	NOVEMBER 27, 2019
DRAWING SCALE	

DRAWING TITLE	DRAWING NUMBER
DEMOLITION ADD ALTERNATE ARCH SITE PLAN	D0-2

**ARLINGTON PUBLIC SCHOOLS CONTRACT 51FY18-B EDUCATION CENTER REUSE PROJECT
ATTACHMENT "B": PROJECT LIST OF DRAWINGS AND SPECIFICATIONS**

October 7, 2020

DRAWING TITLE	DRAWING DATE	REV NUMBER	REVISION DATE	ADDENDUM NO
GENERAL				
G0-0 COVER SHEET	8/7/2020	3	7/30/2020	4
G1-1 CODE COMPLIANCE	11/27/2019	4	1/8/2020	2
G1-2 ENERGY CODE - ASHRAE COMPLIANCE	11/27/2019	1	10/31/2019	0
G1-3 ENERGY MODEL COORDINATION	11/27/2019	1	1/8/2020	2
G2-0 EXTERIOR VIEWS	11/27/2019	0	11/27/2019	0
G2-1 FLOOR ISOMETRIC VIEWS	11/27/2019	0	11/27/2019	0
G4-1 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
G4-2 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
G4-3 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
G4-4 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
G4-5 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
G4-6 USE PERMIT CONDITIONS	11/27/2019	0	11/27/2019	0
DEMOLITION				
D0-1 DEMOLITION ARCHITECTURAL SITE PLAN	11/27/2019	0	11/27/2019	0
D0-2 DEMOLITION ADD ALTERNATE ARCHITECTURAL SITE PLAN	11/27/2019	0	11/27/2019	0
D1-0 DEMOLITION GROUND FLOOR PLAN	8/7/2020	1	7/30/2020	4
D1-1 DEMOLITION FIRST FLOOR PLAN	11/27/2019	1	1/8/2020	2
D1-2 DEMOLITION SECOND FLOOR PLAN	11/27/2019	3	1/8/2020	2
D1-3 DEMOLITION THIRD FLOOR PLAN	11/27/2019	3	1/8/2020	2
D1-4 DEMOLITION FOURTH FLOOR PLAN	8/7/2020	1	7/30/2020	4
D1-5 DEMOLITION ROOF PLAN	11/27/2019	0	11/27/2019	0
D3-1 DEMOLITION EXTERIOR ELEVATIONS - SOUTH AND SE	8/7/2020	1	7/30/2020	4
D3-2 DEMOLITION EXTERIOR ELEVATIONS - EAST AND NW	8/7/2020	1	7/30/2020	4
D4-1 DEMOLITION TYPICAL BAY	8/7/2020	1	7/30/2020	4
D4-2 DEMOLITION DETAILS	8/7/2020	1	7/30/2020	4
D4-3 DEMOLITION DETAILS	8/7/2020	1	7/30/2020	4
CIVIL				
C100 GENERAL NOTES	11/27/2019	2	1/8/2020	2
C101 EXISTING CONDITIONS PLAN	11/27/2019	0	NONE	0
C102 SITE DEMOLITION PLAN	11/27/2019	0	NONE	0
C103 DETAILED DEMOLITION PLAN	11/27/2019	0	NONE	0
C104 EXISTING DRY UTILITY PLAN	11/27/2019	0	NONE	0
C110 SITE PLAN	11/27/2019	2	1/8/2020	2
C111 DETAILED SITE PLAN	11/27/2019	0	NONE	0
C112 STRIPING PLAN	4/3/2020	1	7/10/2020	4
C120 GRADING PLAN	11/27/2019	0	NONE	0
C121 DETAILED GRADING PLAN	11/27/2019	2	1/8/2020	2
C122 PROPOSED DRY UTILITY PLAN	11/27/2019	0	NONE	0
C130 EROSION AND SEDIMENT CONTROL PLAN PHASE 1	11/27/2019	0	NONE	0
C131 EROSION AND SEDIMENT CONTROL PHASE 2	11/27/2019	0	NONE	0
C132 EROSION CONTROL + POLLUTION PREVENTION PLAN NOTES	11/27/2019	0	NONE	0
C133 EROSION CONTROL DETAILS	11/27/2019	0	NONE	0
C140 SWM-BMP DETAILS, COMPUTATIONS AND NARRATIVES	4/3/2020	1	7/10/2020	4
C141 SWM-BMP DETAILS, COMPUTATIONS AND NARRATIVES	11/27/2019	0	NONE	0
C150 DRAINAGE MAP	11/27/2019	0	NONE	0
C500 DETAILS	11/27/2019	1	12/11/2019	2
C501 DETAILS	11/27/2019	0	NONE	0
C502 DETAILS	11/27/2019	2	1/8/2020	2
C503 MOT OVERALL AND NOTES	11/27/2019	2	1/8/2020	2
C504 MOT STAGE 1	11/27/2019	0	NONE	0
C505 MOT STAGE 2	11/27/2019	0	NONE	0
TC-1 RRFB INSTALLATION	10/3/2019	1	10/3/2019	0
LANDSCAPE				
L100 TREE PRESERVATION PLAN	11/27/2019	0	NONE	0
L101 TREE PRESERVATION NOTES + DETAILS	11/27/2019	0	NONE	0
L102 LANDSCAPE PLAN	11/27/2019	1	12/11/2019	2
REPAIRS				
R1-1 FACADE REPAIRS DETAILS	7/30/2020	1	7/30/2020	4
ARCHITECTURAL				
A0-0 CAMPUS PLAN	11/27/2019	3	1/8/2020	2
A0-1 ARCHITECTURAL SITE PLAN	8/7/2020	1	1/8/2020	2
A0-2 ENLARGED SITE DRAWINGS - RRFB'S, BIKE RACKS	11/27/2019	1	10/31/2019	0
A0-3 SITE SECTIONS + ENLARGED PLANS	11/27/2019	2	1/8/2020	2
A0-4 SITE DETAILS	8/7/2020	2	7/30/2020	4
A0-5 TERRACE PLAN	8/7/2020	1	7/30/2020	4
A1-0 GROUND FLOOR PLAN	8/7/2020	2	7/30/2020	4
A1-1 FIRST FLOOR PLAN	8/7/2020	3	7/30/2020	4
A1-2 SECOND FLOOR PLAN	11/27/2019	3	1/8/2020	2
A1-3 THIRD FLOOR PLAN	8/7/2020	3	7/30/2020	4
A1-4 FOURTH FLOOR PLAN	8/7/2020	3	7/30/2020	4
A1-5 ROOF PLAN	11/27/2020	0	NONE	0
A1-10 GROUND FLOOR FINISH PLAN	7/30/2020	1	7/30/2020	4
A1-11 FIRST FLOOR FINISH PLAN	7/30/2020	1	7/30/2020	4
A1-12 SECOND FLOOR FINISH PLAN	7/30/2020	1	7/30/2020	4
A1-13 THIRD FLOOR FINISH PLAN	7/30/2020	1	7/30/2020	4
A1-14 FOURTH FLOOR FINISH PLAN	7/30/2020	1	7/30/2020	4
A2-0 GROUND FLOOR REFLECTED CEILING PLAN	8/7/2020	1	7/30/2020	4

A2-1	FIRST FLOOR REFLECTED CEILING PLAN	7/30/2020	1	7/30/2020	4
A2-2	SECOND FLOOR REFLECTED CEILING PLAN	11/27/2019	2	12/16/2019	1
A2-3	THIRD FLOOR REFLECTED CEILING PLAN	8/7/2020	2	7/30/2020	4
A2-4	FOURTH FLOOR REFLECTED CEILING PLAN	8/7/2020	2	7/30/2020	4
A2-5	RCP DETAILS	11/27/2019	0	11/27/2019	0
A3-1	EXTERIOR ELEVATIONS - SOUTH AND SE	7/30/2020	1	7/30/2020	4
A3-2	EXTERIOR ELEVATIONS - EAST AND NW	8/7/2020	2	7/30/2020	4
A3-3	EXTERIOR ELEVATIONS - GLAZING + SHADES	8/7/2020	1	7/30/2020	4
A3-4	EXTERIOR ELEVATIONS - GLAZING + SHADES	8/7/2020	1	7/30/2020	4
A3-5	GLAZING SCHEDULE	8/7/2020	1	7/30/2020	4
A3-6	GLAZING SCHEDULE (CONT'D) + LOUVER SCHEDULE	8/7/2020	1	7/30/2020	4
A4-0	DIAGRAMMATIC BUILDING SECTION	11/27/2019	0	11/27/2019	0
A4-1	TYPICAL BAY	8/7/2020	2	7/30/2020	4
A4-2	TYPICAL CANOPY	8/7/2020	1	7/30/2020	4
A4-3	TYPICAL BAY ENLARGED PLANS	11/27/2019	1	12/23/2019	2
A4-11	EXTERIOR DETAILS	8/7/2020	2	7/30/2020	4
A4-12	EXTERIOR DETAILS	11/27/2019	2	1/8/2020	2
A4-13	EXTERIOR ASSEMBLIES CONCEPTUAL SEQUENCE	11/27/2019	1	1/8/2020	2
A4-21	INTERIOR DETAILS	11/27/2019	1	12/16/2019	1
A4-22	INTERIOR DETAILS	11/27/2019	1	12/16/2019	1
A4-23	INTERIOR DETAILS	11/27/2019	0	11/27/2019	0
A5-1	STAIR A - ENLARGED PLANS AND ISOMETRIC	11/27/2019	0	11/27/2019	0
A5-2	STAIR A - ENLARGED SECTIONS	11/27/2019	1	10/31/2019	0
A5-3	NOT USED	N/A	N/A	N/A	N/A
A5-4	STAIR B - ENLARGED DRAWINGS	11/27/2019	1	10/31/2019	0
A5-5	NOT USED	N/A	N/A	N/A	N/A
A5-6	NOT USED	N/A	N/A	N/A	N/A
A5-7	NOT USED	N/A	N/A	N/A	N/A
A5-8	ELEVATOR	11/27/2019	1	10/31/2019	0
A5-9	NOT USED	N/A	N/A	N/A	N/A
A5-10	ENLARGED DRAWINGS - SM GROUP INSTRUCTION	11/27/2019	2	1/8/2020	2
A5-11	ENLARGED PLAN AND ELEVATIONS - LOBBY	8/23/2019	0	8/23/2019	0
A5-12	ENLARGED FINISH PLAN AND RCP - TYPICAL BAY	11/27/2019	1	1/8/2020	2
A5-13	ENLARGED PLAN AND ELEVATIONS - SCIENCE LAB	11/27/2019	0	11/27/2019	0
A5-14	ENLARGED PLAN AND ELEVATIONS - TYPICAL CLASSROOM	11/27/2019	0	11/27/2019	0
A6-1	PARTITIONS TYPES	11/27/2019	1	12/16/2019	1
A6-2	PARTITIONS TYPES - FIRE RATED	11/27/2019	1	12/16/2019	1
A6-3	DOOR SCHEDULE	11/27/2019	2	1/8/2020	2
A6-4	DOOR TYPES	11/27/2019	0	11/27/2019	0
A6-5	DOOR DETAILS	11/27/2019	0	11/27/2019	0
A7-1	ROOM FINISH SCHED., COLOR + MAT. SCHED.	8/7/2020	2	7/30/2020	4
A7-2	EQUIPMENT SCHEDULES + COORDINATION DETAILS	7/30/2020	1	7/30/2020	4
A8-1	NOT USED	N/A	N/A	N/A	N/A
A8-2	INTERIOR ELEVATIONS - GROUND FLOOR	7/30/2020	1	7/30/2020	4
A8-3	INTERIOR ELEVATIONS - FIRST FLOOR	7/30/2020	1	7/30/2020	4
A8-4	INTERIOR ELEVATIONS - SECOND + THIRD FLOOR	7/30/2020	1	7/30/2020	4
A8-5	INTERIOR ELEVATIONS - FOURTH FLOOR	7/30/2020	1	7/30/2020	4
A8-11	GROUP RESTROOMS - GROUND FLOOR	8/7/2020	2	7/30/2020	4
A8-12	GROUP RESTROOMS - FIRST FLOOR	8/7/2020	2	7/30/2020	4
A8-13	GROUP RESTROOMS - SECOND FLOOR + THIRD FLOOR	8/7/2020	2	7/30/2020	4
A8-14	GROUP RESTROOMS - FOURTH FLOOR	8/7/2020	2	7/30/2020	4
A8-15	SINGLE RESTROOMS - GROUND FLOOR	8/7/2020	2	7/30/2020	4
A8-16	SINGLE RESTROOMS - TYPICAL	8/7/2020	2	7/30/2020	4
A9-1	MILLWORK DETAILS - COLLABORATION AREAS	11/27/2019	0	11/27/2019	0
A9-2	MILLWORK DETAILS - RECEPTION DESKS	11/27/2019	1	1/8/2020	2
A9-3	MILLWORK DETAILS - PROJECT ROOM	7/30/2020	1	7/30/2020	4
A9-4	MILLWORK DETAILS - SCIENCE CLASSROOMS	7/30/2020	1	7/30/2020	4
A9-5	ENLARGED DRAWINGS AND MILLWORK - TEACHER WORKROOMS	11/27/2019	0	11/27/2019	0
A10-1	SIGNAGE SCHEDULE	8/7/2020	2	7/30/2020	4
A10-2	SIGNAGE DETAILS	11/27/2019	0	11/27/2019	0
STRUCTURAL					
S0-1	STRUCTURAL NOTES + ABBREVIATIONS	11/22/2019	1	11/22/2019	0
S0-2	SPECIAL INSPECTIONS	11/22/2019	1	11/22/2019	0
S1-1	FOUNDATION PLAN	12/13/2019	3	1/8/2020	2
S1-2	1ST FLOOR FRAMING PLAN	11/22/2019	1	11/22/2019	0
S1-3	TYP 2ND + 3RD FLOOR FRAMING PLAN	11/22/2019	1	11/22/2019	0
S1-4	FOURTH FLOOR FRAMING PLAN	11/22/2019	1	11/22/2019	0
S1-5	LOW ROOF FRAMING PLAN	11/22/2019	1	11/22/2019	0
S1-6	HIGH ROOF FRAMING PLAN	11/22/2019	1	11/22/2019	0
S1-7	STAIR FRAMING PLAN	11/22/2019	1	11/22/2019	0
S2-1	FOUNDATIONS SECTIONS	12/13/2019	3	1/8/2020	2
S3-1	FRAMING SECTIONS	12/13/2019	3	1/8/2020	2
S3-2	FRAMING SECTIONS	12/13/2019	2	12/12/2019	1
S3-3	SECTIONS AND DETAILS	11/22/2019	1	11/22/2019	0
FIRE PROTECTION SHOP DRAWINGS / F PERMIT DRAWINGS					
FP0-1	LEGEND, ABBREVIATIONS, AND SPRINKLER GENERAL NOTES	4/24/2020	0	4/24/2020	4
FP1-0	GROUND FLOOR - FIRE PROTECTION PLAN	4/24/2020	0	4/24/2020	4
FP1-1	FIRST FLOOR - FIRE PROTECTION PLAN	4/24/2020	0	4/24/2020	4
FP1-2	SECOND FLOOR - FIRE PROTECTION PLAN	4/24/2020	0	4/24/2020	4
FP1-3	THIRD FLOOR - FIRE PROTECTION PLAN	4/24/2020	0	4/24/2020	4
FP1-4	FOURTH FLOOR - FIRE PROTECTION PLAN	4/24/2020	0	4/24/2020	4
FP1-5	SPRINKLER DETAILS	4/24/2020	0	4/24/2020	4
FP1-6	SPRINKLER DETAILS	4/24/2020	0	4/24/2020	4
FP1-7	ENLARGED PLANS - STAIR A	4/24/2020	0	4/24/2020	4
FP1-8	ENLARGED PLANS - STAIR B	4/24/2020	0	4/24/2020	4
FP1-9	ENLARGED PLANS - FIRE PUMP ROOM	4/24/2020	0	4/24/2020	4

FP1-10	SPRINKLER RISER DIAGRAM	4/24/2020	0	4/24/2020	4
PLUMBING					
P001	PLUMBING LEGEND + SCHEDULES	3/27/2020	C	7/10/2020	4
P002	PLUMBING DETAILS + SCHEDULES	11/22/2019	B	1/8/2020	2
P003	PLUMBING DETAILS	11/22/2019	B	1/8/2020	2
P010	PLUMBING UNDERSLAB DEMOLITION	11/22/2019	0	11/22/2019	0
P100	PLUMBING UNDERSLAB	11/22/2019	0	11/22/2019	0
P101	GROUND FLOOR - PLUMBING	11/22/2019	0	11/22/2019	0
P102	FIRST FLOOR - PLUMBING	11/22/2019	B	1/8/2020	2
P103	SECOND FLOOR - PLUMBING	11/22/2019	B	1/8/2020	2
P104	THIRD FLOOR - PLUMBING	11/22/2019	B	1/8/2020	2
P105	FOURTH FLOOR - PLUMBING	3/27/2020	C	7/10/2020	4
P106	NOT USED	N/A	N/A	N/A	N/A
P201	WASTE & VENT RISER DIAGRAMS	11/22/2019	0	11/22/2019	0
P202	WASTE & VENT RISER DIAGRAMS	11/22/2019	0	11/22/2019	0
P203	WASTE & VENT RISER DIAGRAMS	11/22/2019	0	11/22/2019	0
P204	NATURAL GAS RISER DIAGRAM	11/22/2019	0	11/22/2019	0
MECH					
M001	MECHANICAL LEGEND	11/22/2019	0	11/22/2019	0
M002	PLANETARIUM - HVAC DEMOLITION	11/22/2019	0	11/22/2019	0
M100	GROUND FLOOR - ZONING PLAN	11/22/2019	0	11/22/2019	0
M101	GROUND FLOOR - AIR DISTRIBUTION	11/22/2019	0	11/22/2019	0
M110	FIRST FLOOR - ZONING PLAN	11/22/2019	1	10/25/2019	0
M111	FIRST FLOOR - AIR DISTRIBUTION	11/22/2019	B	1/8/2020	2
M120	SECOND FLOOR - ZONING PLAN	11/22/2019	0	11/22/2019	0
M121	SECOND FLOOR - AIR DISTRIBUTION	11/22/2019	0	11/22/2019	0
M130	THIRD FLOOR - ZONING PLAN	11/22/2019	0	11/22/2019	0
M131	THIRD FLOOR - AIR DISTRIBUTION	11/22/2019	0	11/22/2019	0
M140	FOURTH FLOOR - ZONING PLAN	11/22/2019	0	11/22/2019	0
M141	FOURTH FLOOR - AIR DISTRIBUTION	3/27/2020	C	7/10/2020	4
M150	ROOF - AIR DISTRIBUTION	11/22/2019	B	1/8/2020	2
M200	GROUND FLOOR - HYDRONICS	11/22/2019	B	1/8/2020	2
M210	FIRST FLOOR - HYDRONICS	11/22/2019	B	1/8/2020	2
M220	SECOND FLOOR - HYDRONICS	11/22/2019	B	1/8/2020	2
M230	THIRD FLOOR - HYDRONICS	11/22/2019	B	1/8/2020	2
M240	FOURTH FLOOR - HYDRONICS	11/22/2019	B	1/8/2020	2
M250	MECHANICAL - SITE PLAN	11/22/2019	0	11/22/2019	0
M300	ENLARGED MECHANICAL PLANS	11/22/2019	1	12/12/2019	1
M301	ENLARGED MECHANICAL PLANS	11/22/2019	0	11/22/2019	0
M302	ENLARGED MECHANICAL PLANS	11/22/2019	0	11/22/2019	0
M400	MECHANICAL CONTROLS	11/22/2019	B	1/8/2020	2
M401	MECHANICAL CONTROLS	11/22/2019	1	10/25/2019	0
M402	MECHANICAL CONTROLS	11/22/2019	1	10/25/2019	0
M500	SCHEMATICS	11/22/2019	1	10/25/2019	0
M600	MECHANICAL DETAILS	11/22/2019	1	10/25/2019	0
M601	MECHANICAL DETAILS	11/22/2019	1	10/25/2019	0
M602	MECHANICAL DETAILS	11/22/2019	1	10/25/2019	0
M700	MECHANICAL SCHEDULES	11/22/2019	B	1/8/2020	2
M701	MECHANICAL SCHEDULES	11/22/2019	B	1/8/2020	2
ELECTRICAL					
E100	ELECTRICAL LEGEND	11/22/2019	B	1/7/2020	2
E200	GROUND FLOOR PLAN - LIGHTING	11/22/2019	B	1/7/2020	2
E201	FIRST FLOOR - LIGHTING	11/22/2019	1	12/25/2019	0
E202	SECOND FLOOR - LIGHTING	11/22/2019	1	12/25/2019	0
E203	THIRD FLOOR - LIGHTING	11/22/2019	1	12/25/2019	0
E204	FOURTH FLOOR - LIGHTING	3/27/2020	C	7/10/2020	4
E300	GROUND FLOOR - POWERSYSTEMS	11/22/2019	1	12/25/2019	0
E301	FIRST FLOOR - POWERSYSTEMS	3/27/2020	C	7/10/2020	4
E302	SECOND FLOOR - POWERSYSTEMS	11/22/2019	B	1/7/2020	2
E303	THIRD FLOOR - POWERSYSTEMS	11/22/2019	B	1/7/2020	2
E304	FOURTH FLOOR - POWERSYSTEMS	11/22/2019	B	1/7/2020	2
E305	ROOF PLAN - POWERSYSTEMS	11/22/2019	0	11/22/2019	0
E401	LIGHTING CONTROLS	11/22/2019	B	1/7/2020	2
E501	ENLARGED UTILITY ROOMS - POWERSYSTEMS	11/22/2019	2	12/8/2019	0
E600	ELECTRICAL POWER DISTRIBUTION RISER	3/27/2020	C	7/10/2020	4
E601	ELECTRICAL PANELBOARD SCHEDULES	11/22/2019	0	11/22/2019	0
E602	ELECTRICAL PANELBOARD SCHEDULES	3/27/2020	C	7/10/2020	4
E603	ELECTRICAL PANELBOARD SCHEDULES	11/22/2019	A	10/25/2019	1
E700	ELECTRICAL DETAILS	11/22/2019	0	11/22/2019	0
E701	ELECTRICAL DETAILS	11/22/2019	A	12/12/2019	1
E702	ELECTRICAL DETAILS	11/22/2019	1	10/25/2019	0
UE-100	ELECTRICAL SITE UTILITIES	3/27/2020	C	7/10/2020	4
TECHNOLOGY - COMMUNICATIONS					
T0-0	SYMBOLS + NOTES	11/22/2019	1	1/8/2020	2
T0-1	SITE PLAN	3/27/2020	1	7/10/2020	4
T1-0	GROUND FLOOR PLAN	3/27/2020	1	7/10/2020	4
T1-1	FIRST FLOOR PLAN	3/27/2020	1	7/10/2020	4
T1-2	SECOND FLOOR PLAN	11/22/2019	0	11/22/2019	0
T1-3	THIRD FLOOR PLAN	11/22/2019	0	11/22/2019	0
T1-4	FOURTH FLOOR PLAN	11/22/2019	0	11/22/2019	0
T5-0	MAIN TELECOM ROOM DETAILS	3/27/2020	1	7/10/2020	4
T5-1	TELECOM ROOMS	11/22/2019	1	1/8/2020	2
T5-2	TELECOM UPS + ATS DETAILS	11/22/2019	0	11/22/2019	0
T5-3	PATHWAYS AND FACEPLATES	11/22/2019	1	1/8/2020	2
T5-4	INTERCOM AND CLOCK	11/22/2019	0	11/22/2019	0
TECHNOLOGY - ACCESS CONTROL AND MONITORING					

TY0-0	SYMBOLS AND NOTES	11/22/2019	0	11/22/2019	0
TY0-1	SITE SECURITY PLAN	11/22/2019	0	11/22/2019	0
TY1-0	GROUND FLOOR SECURITY PLAN	11/22/2019	0	11/22/2019	0
TY1-1	FIRST FLOOR SECURITY PLAN	11/22/2019	1	1/8/2020	2
TY1-2	SECOND FLOOR SECURITY PLAN	11/22/2019	0	11/22/2019	0
TY1-3	THIRD FLOOR SECURITY PLAN	11/22/2019	0	11/22/2019	0
TY1-4	FOURTH FLOOR SECURITY PLAN	11/22/2019	0	11/22/2019	0
TY5-0	ACCESS AND INTRUSION DETECTION SYSTEM	11/22/2019	1	1/8/2020	2
TY5-1	CCTV SYSTEM	11/22/2019	0	11/22/2019	0
FIRE ALARM SHOP DRAWINGS/ F PERMIT DRAWINGS					
FA-001	- COVER SHEET	12/12/2019	1	1/7/2020	2
FA-101	- DEVICE PLACEMENT PLAN -GROUND FLOOR	12/12/2019	0	12/12/2019	1
FA-102	- DEVICE PLACEMENT PLAN -1ST FLOOR	12/12/2019	0	12/12/2019	1
FA-103	- DEVICE PLACEMENT PLAN -2ND FLOOR	12/12/2019	0	12/12/2019	1
FA-104	- DEVICE PLACEMENT PLAN -3RD FLOOR	12/12/2019	0	12/12/2019	1
FA-105	- DEVICE PLACEMENT PLAN -4TH FLOOR	12/12/2019	0	12/12/2019	1
FA-200	- NETWORK RISER	12/12/2019	1	1/7/2020	2
FA-201	- RISER DIAGRAM GROUND & 1ST FLOOR - NODE 1	12/12/2019	0	12/12/2019	1
FA-202	- RISER DIAGRAM 2ND, 3RD & 4TH FLOORS - NODE 1	12/12/2019	0	12/12/2019	1
FA-203	- RISER DIAGRAM 1ST FLOOR - NODE 2	12/12/2019	0	12/12/2019	1
FA-501	- PANEL DETAIL - NODE 1	12/12/2019	0	12/12/2019	1
FA-502	- PANEL DETAIL - NODE 2	12/12/2019	0	12/12/2019	1
FA-503	- LCD ANNUNCIATOR	12/12/2019	1	1/7/2020	2
FA-601	- CALCULATIONS AND SCHEDULES - NODE 1	12/12/2019	0	12/12/2019	1
FA-602	- CALCULATIONS AND SCHEDULES - NODE 1	12/12/2019	0	12/12/2019	1
FA-603	- CALCULATIONS AND SCHEDULES - NODE 1	12/12/2019	0	12/12/2019	1
FA-604	- CALCULATIONS AND SCHEDULES - NODE 2	12/12/2019	0	12/12/2019	1
FA-605	- CALCULATIONS AND SCHEDULES - NODE 2	12/12/2019	0	12/12/2019	1
FA-701	- WIRING TYPICALS	12/12/2019	0	12/12/2019	1
FA-702	- WIRING TYPICALS	12/12/2019	1	1/7/2020	2
SPECIFICATION TITLE		SPEC SECTION	SPEC DATE	SPEC REV	ADDENDUM NO
DIVISION 00					
Standard Scope of Services for Construction Manager At Risk		00 54 00	11/27/2019	0	0
Standard General Conditions for Construction Manager At Risk		00 70 00	8/7/2020	2	4
DIVISION 01					
Summary of Work		01 01 00	8/7/2020	2	4
Allowances		01 21 00	11/22/2019	0	0
Unit Prices		01 22 00	8/7/2020	1	4
Alternates		01 23 00	REMOVED	REMOVED	REMOVED
Substitutions		01 25 00	11/27/2019	0	0
Contract Modification Procedures		01 26 00	3/5/2020	1	3
Payment Procedures		01 29 00	11/27/2019	0	0
Project Management and Coordination		01 31 00	11/27/2019	0	0
Coordination Drawings		01 31 15	11/27/2019	0	0
Construction Progress Documentation		01 32 00	3/5/2020	0	3
Submittal Procedures		01 33 00	1/8/2020	1	2
Quality Control Services		01 40 00	11/27/2019	0	0
CMR Temporary Facilities and Controls		01 50 00	3/5/2020	1	3
Removal, Cutting and Patching		01 73 00	11/27/2019	0	0
Construction Waste Management and Disposal		01 74 19	11/27/2019	0	0
Final Cleaning		01 74 23	11/27/2019	0	0
Closeout Procedures		01 77 00	11/27/2019	0	0
Warranties		01 78 70	11/27/2019	0	0
Sustainable Design Requirements		01 81 13	11/27/2019	0	0
Low-Emitting Materials Requirements		01 81 17	11/27/2019	0	0
Construction Indoor Air Quality Management		01 81 19	11/27/2019	0	0
Commissioning		01 91 13	11/27/2019	0	0
DIVISION 02					
Shoring and Bracing		02 15 00	11/27/2019	0	0
Selective Demolition		02 41 19	11/27/2019	0	0
DIVISION 03					
Concrete Removal and Surface Preparation		03 01 31	8/7/2020	1	4
Concrete Patching		03 01 34	8/7/2020	1	4
Cast-in-Place Concrete		03 30 10	8/2/2019	0	0
Self-Leveling Concrete Topping		03 53 00	8/2/2019	0	0
DIVISION 04					
Unit Masonry		04 22 00	11/27/2019	0	0
Cast Stone		04 72 00	8/12/2019	0	0
DIVISION 05					
Structural Steel		05 12 00	8/2/2019	0	0
Steel Deck		05 31 00	8/2/2019	0	0
Metal Fabrications		05 50 00	1/8/2020	1	2
DIVISION 06					
Rough Carpentry		06 10 63	8/12/2019	0	0
Interior Architectural Woodwork		06 40 23	1/8/2020	1	2
DIVISION 07					
Fire Stopping		07 06 80	8/12/2019	0	0
Building Insulation		07 21 00	8/12/2019	0	0
Roof Hatch		07 22 00	8/12/2019	0	0
Standing Seam Metal Roof		07 41 13	8/12/2019	0	0
Membrane Roofing System		07 50 00	8/12/2019	0	0
Inverted Roof Membrane Assembly Roof System		07 53 00	1/8/2020	0	2
Flashing and Sheet Metal		07 59 00	8/12/2019	0	0

Roof Accessories	07 72 00	8/12/2019	0	0
Spray-Applied Fire Resistive Materials	07 81 00	11/27/2019	0	0
Joint Sealants	07 92 00	9/24/2019	1	2
DIVISION 08				
Standard Steel Doors and Frames	08 11 13	1/8/2020	1	2
Interior Aluminum Door Frames	08 12 10	11/27/2019	0	0
Prefinished Wood Doors	08 14 29	1/8/2020	1	2
Access Doors	08 31 13	1/8/2020	1	2
Aluminum Storefronts	08 41 13	1/8/2020	1	2
Aluminum Curtain Walls	08 44 13	1/8/2020	1	2
Door Hardware	08 71 00	1/8/2020	2	2
Glass and Glazing	08 80 00	11/27/2019	0	0
Mirror Glass	08 83 00	8/12/2019	0	0
Louvers	08 91 19	8/12/2019	0	0
DIVISION 09				
Gypsum Board Assemblies	09 21 16	8/12/2019	0	0
Tile	09 30 00	1/8/2020	1	2
Acoustical Tile Ceilings	09 51 00	1/8/2020	1	2
Resilient Tile Flooring	09 65 19	1/8/2020	1	2
Tile Carpeting	09 68 13	8/12/2019	0	0
Painting	09 91 23	1/8/2020	1	2
DIVISION 10				
Visual Display Surfaces	10 11 00	8/12/2019	0	0
Toilet Compartments	10 15 00	8/12/2019	0	0
Operable Partitions	10 22 26	8/12/2019	0	0
Fire Extinguisher Cabinets	10 44 00	1/8/2020	0	2
DIVISION 11				
Fall Protection System	11 24 23	11/27/2019	0	0
Appliances	11 13 13	8/12/2019	0	0
Mobile Fume Hood	11 53 13	12/16/2019	0	1
DIVISION 12				
Manual Roller Shades	12 24 13	11/27/2019	0	0
Motorized Roller Shades	12 25 13	11/27/2019	0	0
DIVISION 13				
Hazardous and Universal Waste Management	13 28 00	11/27/2018	0	0
Removal of Asbestos-Containing Materials	13 28 01	8/7/2020	3	4
Lead Control Procedures	13 28 02	1/8/2020	1	2
DIVISION 14				
Electric Traction Elevators	14 21 00	1/8/2020	1	2
DIVISION 21				
Common Work Results for Fire Suppression	21 05 00	7/10/2020	1	4
Scope of the Fire Suppression Work	21 05 01	7/10/2020	1	4
Shop Drawings, Maintenance Manuals, and Parts List	21 05 02	7/10/2020	1	4
Sleeving, Cutting, Patching, Repairing and Firestopping	21 05 15	7/10/2020	1	4
Identification, Tags, Charts, etc.	21 05 53	7/10/2020	1	4
Fire Protection System	21 10 00	7/10/2020	1	4
DIVISION 22				
Common Work Results for Plumbing	22 01 00	11/22/2019	0	0
Shop Drawings, Maintenance Manuals, and Parts List	22 03 00	11/22/2019	0	0
Common Motor Electrical Requirements for Plumbing Equipment	22 05 13	11/22/2019	0	0
Sleeves and Sleeve Seals for Plumbing Piping	22 05 17	11/22/2019	0	0
Meters and Gages for Plumbing Piping	22 05 19	11/22/2019	0	0
General Duty Valves for Plumbing Piping	22 05 23	11/22/2019	0	0
Hangers and Supports for Plumbing Piping and Equipment	22 05 29	11/22/2019	0	0
Identification for Plumbing Piping and Equipment	22 05 53	11/22/2019	0	0
Plumbing Insulation, Equipment, and Piping	22 07 00	11/22/2019	0	0
Commissioning for Plumbing	22 08 00	11/22/2019	0	0
Excavation, Trenching, Backfilling and Grading	22 21 00	11/22/2019	0	0
Plumbing Piping	22 22 00	1/8/2020	1	2
Plumbing Equipment	22 30 00	11/22/2019	0	0
Plumbing Pumps	22 31 23	11/22/2019	0	0
Plumbing Fixtures, Fittings and Trim	22 40 00	8/7/2020	2	4
Plumbing Specialties	22 40 05	11/22/2019	0	0
DIVISION 23				
Common Work Results for HVAC	23 01 00	11/22/2019	0	0
Shop Drawings, Maintenance Manuals, and Parts List	23 03 00	11/22/2019	0	0
Common Motor Electrical Requirements for HVAC Equipment	23 05 13	11/22/2019	0	0
Sleeves and Sleeve Seals for HVAC Piping	23 05 17	11/22/2019	0	0
Meters and Gages for HVAC Piping	23 05 19	11/22/2019	0	0
General Duty Valves for HVAC Piping	23 05 23	11/22/2019	0	0
Hangers and Supports for HVAC Piping and Equipment	23 05 29	11/22/2019	0	0
Identification for HVAC Piping and Equipment	23 05 53	11/22/2019	0	0
HVAC Insulation, Equipment, Ductwork, and Piping	23 07 00	11/22/2019	0	0
Commissioning for HVAC	23 08 00	11/22/2019	0	0
Temperature Controls and Sequence of Operations for HVAC	23 09 00	11/22/2019	0	0
Testing, Adjusting, and Balancing for HVAC	23 09 95	11/22/2019	0	0
Excavation, Trenching, Backfilling and Grading	23 21 00	11/22/2019	0	0
HVAC Piping	23 22 00	11/22/2019	0	0
Underground Heat-Pump Piping	23 23 00	11/22/2019	0	0
HVAC Water Treatment, Cleaning, Filling and Purging	23 25 00	11/22/2019	0	0
Sheet Metal	23 32 00	11/22/2019	0	0

HVAC Equipment	23 37 00	1/8/2020	1	2
HVAC Pumps	23 37 23	11/22/2019	0	0
Diffusers, Registers, Grilles and Louvers	23 37 25	11/22/2019	0	0
Fluid Cooler	23 76 00	11/22/2019	0	0
DIVISION 26				
General Provisions	26 00 00	11/22/2019	0	0
Scope of the Electrical Work	26 00 10	11/22/2019	0	0
Coordination Among Trades, Systems Interfacing and Connection of Equipment Furnished by Others	26 00 15	11/22/2019	0	0
Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools	26 00 20	11/22/2019	0	0
Cutting, Patching & Repairing	26 00 30	11/22/2019	0	0
Excavation, Trenching, Backfilling & Grading	26 00 40	11/22/2019	0	0
Grounding	26 00 60	11/22/2019	0	0
Identifications	26 00 75	11/22/2019	0	0
Conductors, Identifications, Splicing Devices & Connectors	26 01 20	11/22/2019	0	0
Raceways & Fittings	26 01 30	11/22/2019	0	0
Cabinets, Outlet Boxes & Pull Boxes	26 01 35	11/22/2019	0	0
Wiring Devices & Plates	26 01 40	11/22/2019	0	0
Commissioning of Electrical System	26 08 00	11/22/2019	0	0
Advance Metering Data Acquisition System	26 09 00	11/22/2019	0	0
Emergency Power Systems	26 23 00	11/22/2019	0	0
Panelboards	26 24 10	11/22/2019	0	0
Low Voltage Transformers	26 24 20	11/22/2019	0	0
Fuses	26 28 13	11/22/2019	0	0
Switches Circuit Breakers	26 28 16	11/22/2019	0	0
Lightning Protection System	26 41 01	11/22/2019	0	0
Surge Suppression Systems	26 43 13	11/22/2019	0	0
Interior Lighting Systems	26 51 13	11/22/2019	0	0
Exterior Lighting Systems	26 51 14	1/8/2020	1	2
DIVISION 27				
Common Work Results for Communications	27 05 00	11/22/2019	0	0
Communications Grounding and Bonding for Communications Systems	27 05 26	11/22/2019	0	0
Communications Equipment Room Fittings	27 11 00	11/22/2019	0	0
Communications Backbone Cabling	27 13 00	11/22/2019	0	0
Communications Horizontal Cabling	27 15 00	11/22/2019	0	0
Intercom and Clocks	27 50 00	11/22/2019	0	0
Directed Antenna System	27 53 19	11/22/2019	0	0
DIVISION 28				
Intrusion Detection System	28 10 00	11/22/2019	0	0
Access Control System	28 11 00	11/22/2019	0	0
Video Surveillance System	28 20 00	8/6/2019	0	0
Fire Alarm System	28 31 00	1/8/2020	1	2
DIVISION 31				
Site Clearing	31 10 00	8/6/2019	0	0
Earth Moving	31 20 00	8/6/2019	0	0
Dewatering	31 23 19	8/6/2019	0	0
DIVISION 32				
Asphalt Paving	32 12 16	8/6/2019	0	0
Concrete Paving	32 13 13	8/6/2019	0	0
Concrete Paving Joint Sealants	32 13 73	8/6/2019	0	0
Pavement Markings	32 17 23	8/6/2019	0	0
Tactile Warning Surfacing	32 17 26	8/6/2019	0	0
Chain Link Fencing	32 31 13	1/8/2020	0	2
Soil Preparation	32 91 13	8/6/2019	0	0
Plants	32 93 00	8/6/2019	0	0
DIVISION 33				
Stormwater Conveyance	33 42 00	8/6/2019	0	0
APPENDICIES				
Geotechnical Report	APPENDIX A	11/27/2019	0	0
Use Permit Checklist	APPENDIX B	11/27/2019	0	0
Fire Sprinkler Permit Supplemental Information	APPENDIX C	3/5/2020	0	4

Contract 51FY18-B Attachment C
Summary of Education Center Reuse Guaranteed Maximum Price
Submission September 30, 2020



Arlington Public Schools
Arlington Education Center
1426 North Quincy Street, Arlington, VA 22207

MCN Build, Inc. • 1214 28th Street NW, Washington, DC, 20007 - 202.333.3424 - Fax 202.333.3425

Date: 9/29/2020
 Rev.: GMP - R6

Area (s.f.): 55,169
 Estimator(s): TNR

Architect: Studio 27
 Engineer: CMTA

GMP - 95% CDs						
C.S.I.	Description	Demolition ESA	Phase 2 - Site and Building Renovation	Total Cost	Cost per Square foot	
01000	GENERAL REQUIREMENTS	\$0	\$712,339	\$712,339	\$12.91	
02000	EXISTING CONDITIONS - DEMOLITION	\$1,075,653	\$1,532,292	\$2,607,945	\$47.27	
03000	CONCRETE	\$8,409	\$1,268,408	\$1,276,817	\$23.14	
04000	MASONRY	\$0	\$485,746	\$485,746	\$8.80	
05000	STRUCTURAL STEEL	\$0	\$687,323	\$687,323	\$12.46	
05500	MISCELLANEOUS METALS	\$0	\$335,718	\$335,718	\$6.09	
06000	ROUGH CARPENTRY	\$349,285	\$145,495	\$494,781	\$8.97	
06400	ARCHITECTURAL MILLWORK	\$0	\$291,437	\$291,437	\$5.28	
07500	ROOFING AND WATERPROOFING	\$12,703	\$1,057,484	\$1,070,187	\$19.40	
07900	JOINT SEALANTS	\$0	\$260,542	\$260,542	\$4.72	
08100	DOORS/FRAMES/HARDWARE	\$0	\$303,097	\$303,097	\$5.49	
08800	ALUMINUM & GLASS	\$0	\$2,540,559	\$2,540,559	\$46.05	
09200	GYPSUM WALLBOARD SYSTEMS	\$35,569	\$1,566,940	\$1,602,508	\$29.05	
09300	CERAMIC TILE	\$0	\$33,536	\$33,536	\$0.61	
09500	ACOUSTICAL CEILINGS	\$0	\$523,441	\$523,441	\$9.49	
09600	FLOORING	\$0	\$523,068	\$523,068	\$9.48	
09900	PAINTING	\$2,266	\$106,401	\$108,668	\$1.97	
10000	SPECIALTIES	\$0	\$271,304	\$271,304	\$4.92	
11000	EQUIPMENT	\$7,622	\$30,818	\$38,440	\$0.70	
12000	FURNISHINGS	\$2,541	\$137,961	\$140,502	\$2.55	
14000	ELEVATORS	\$0	\$356,602	\$356,602	\$6.46	
21000	FIRE PROTECTION	\$30,836	\$231,939	\$262,775	\$4.76	
22000	PLUMBING	\$27,439	\$1,576,882	\$1,604,320	\$29.08	
23000	H.V.A.C.	\$108,231	\$3,910,193	\$4,018,423	\$72.84	
26000	ELECTRICAL	\$148,550	\$2,395,632	\$2,544,182	\$46.12	
28000	LOW VOLTAGE	\$0	\$714,221	\$714,221	\$12.95	
31000	EARTHWORK	\$15,244	\$246,674	\$261,918	\$4.75	
32000	SITE IMPROVEMENTS	\$0	\$235,387	\$235,387	\$4.27	
33000	SITE UTILITIES	\$0	\$32,164	\$32,164	\$0.58	
	COVID-19 PROTOCOLS	\$0	\$94,900	\$94,900		
	CMR DESIGN CONTINGENCY FOR DEMOLITION ESA	\$54,730	\$0	\$54,730		
	CHANGE ORDER 1 (ESA)	\$49,370	\$0	\$49,370		
	Total Trades Cost	\$1,928,448	\$22,608,504	\$24,536,952	\$444.76	
	PERSONNEL GENERAL CONDITIONS	\$80,000	\$605,000	\$685,000	\$12.42	
	GENERAL CONDITIONS-NON PERSONNEL	\$30,000	\$200,000	\$230,000	\$4.17	
	BUILDING PERMIT - BY OWNER	\$0	\$0	\$0	\$0.00	
	PERMIT EXPEDITING - BY OWNER	\$0	\$0	\$0	\$0.00	
	DESIGN FEES - BY OWNER	\$0	\$0	\$0	\$0.00	
	UTILITY CONSUMPTION COSTS - BY OWNER	\$0	\$0	\$0	\$0.00	
	MOVING COSTS - BY OWNER	\$0	\$0	\$0	\$0.00	
	PRECONSTRUCTION FEE - WITH PHASE 1	\$0	\$0	\$0	\$0.00	
	INSURANCE BURDEN - INCLUDED BELOW	0.00%	\$0	\$0	\$0.00	
	BUILDERS RISK INSURANCE - INCLUDED BELOW	0.00%	\$0	\$0	\$0.00	
	CMR DESIGN CONTINGENCY	0.00%	\$0	\$0	\$0.00	
	CMR CONSTRUCTION CONTINGENCY	5.00%	\$91,217	\$1,097,537	\$1,188,755	\$21.55
	ESCALATION	0.00%	\$0	\$0	\$0.00	
	INSURANCES AND TAXES FEE	2.25%	\$44,332	\$551,498	\$595,830	\$10.80
	Construction Cost	\$2,173,997	\$25,062,539	\$27,236,537	\$493.69	
	CONSTRUCTION MANAGEMENT FEE	FIXED	\$75,000	\$575,000	\$650,000	\$11.78
	Total Cost	\$2,248,997	\$25,637,539	\$27,886,537	\$505.47	