



Arlington Public Schools

Procurement Office
2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
www.apsva.us

Via Email

May 08, 2020

Gilbane Building Company
Matthew Sarver, Vice President
1100 Glebe Road, Suite 1000
Arlington, VA 22201
(703) 312-7262
msarver@gilbaneco.com

SUBJECT: Offer of Contract #80FY19-A Package #1. Early Release Construction Work Package to Construction Manager "at Risk" Before a Full Guaranteed Maximum Price - Package #1

Dear Mr. Sarver:

Early Construction (EC) Contract 80FY19-A Package 1 is being offered for the project referenced above. Please have an officer of your firm sign **two (2) copies of the EC Contract** and return to me for signature by Arlington Public Schools. A copy of the fully executed EC Contract will be returned to you for your files.

With the signed EC Contract you are also required to furnish a Standard Labor and Material Payment Bond and a Standard Performance Bond, each in an amount equal to one hundred percent (100%) of the EC Contract price. (See Part 14 of the Specifications General Conditions for Construction Manager at Risk. In addition, please provide a Certificate of Insurance naming Arlington Public Schools as an additional insured and referencing EC Contract #80FY19-A Package 1 in the description line. (See Part 13 of the Specifications General Conditions for Construction Manager at Risk). Finally, please furnish a completed Contractor Certification Regarding Criminal Convictions Form. (See Part 5, Para. 5.2 of the Specifications General Conditions for Construction Manager at Risk).

A Notice to Proceed and Purchase Order will soon follow.

Sincerely,

David J. Webb, C.P.M.
Purchasing Director
Office: (703) 228-6127
Cell: (703) 328-5591
Email: david.webb@apsva.us

cc: Jeffrey Chambers, Director, Design & Construction
Ben Burgin, Assistant Director, Design & Construction
Steve Stricker, Project Manager

Owner-Construction Manager at Risk
Early Release Construction Work Package to Construction
Manager "at Risk" before a Full Guaranteed Maximum Price - Package #1

Arlington Career Center

CONTRACT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK
Contract 80FY19-A Package #1
Early Release Construction Work Package to Construction Manager "at Risk" Before a
Full Guaranteed Maximum Price - Package #1

THIS EARLY RELEASE CONSTRUCTION WORK PACKAGE CONTRACT, Contract 80FY19-A Package #1, made and entered into this 17th 20th day of May, 2020; between Arlington County School Board, operating as Arlington Public Schools through its Purchasing Agent, Virginia (the "Owner") and Gilbane Building Company (the "Construction Manager at Risk" or "CMR"), whose address is 1100 N. Glebe Street, Suite 1000, Arlington, VA 22201.

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

1. The Project:

CMR has been awarded and is proceeding with the Phase 1 Pre-Construction Phase Services Contract for the Project known as Arlington Career Center Renovation and Expansion, located in Arlington, Virginia. If the parties are able to agree on a Guaranteed Maximum Price for the Construction Services Phase of the Project, it is anticipated that CMR will be awarded the Phase 2 Construction Phase Services Contract (respectively "Phase 2 Contract") to provide all labor, services, equipment and materials necessary and required to complete the Project in accordance with the Contract Documents for the Phase 2 Contract.

In order to facilitate the anticipated Project schedule for the Phase 2 Contract, the parties enter into this Contract for Early Release Construction Work Package to Construction Manager "at Risk" Before a Full Guaranteed Maximum Price - Package #1 (respectively "EC Contract," "Package #1" or "EC Work") for construction activities related to limited renovations within the existing facility that are critical to maintain the Project's schedule, as described in the Construction Documents identified in Article 2 below.

The CMR shall promptly release Package #1 indicated above and proceed with the EC Work of Package #1 including preparation of all shop drawings, submittals, and material orders so as to ensure the timely completion of the EC Work within the Contract Period.

EC Work shall proceed in anticipation of the finalization of the Guaranteed Maximum Price (GMP) for the Phase 2 Contract and this EC Contract shall be merged and incorporated into the Phase 2 Contract if the parties enter into such Phase 2 Contract. In such event, the EC Work shall be incorporated fully into the Work for the Phase 2 Contract upon which the GMP is based, the EC Contract Sum shall be included fully within the Phase 2 Contract GMP, and any additional Fees contemplated by the Phase 2 Contract Sum provisions which may be attributable to this EC Contract shall be included in the Phase 2 Contract. Any EC Work remaining incomplete at the time of award of the Phase 2 Contract to the CMR shall be performed and completed in compliance with the terms and requirements of the Phase 2 Contract. Any amount remaining unpaid under the EC Contract Sum at the time of award of the Phase 2 Contract to the CMR shall be paid consistent with the payment provisions of the Phase 2 Contract. In the event the Owner and the CMR do not reach agreement on a GMP and do not enter into a Phase 2 Contract, the CMR shall be entitled to payment of any unpaid portion of the EC Contract Sum in accordance with the terms of the EC Contract, and to any additional Fees contemplated by the Phase 2 Contract Sum

provisions which may be attributable to this EC Contract. The method of determining the additional Fees under this and other EC Contracts shall be determined between the Parties and set forth in the contemplated second EC Contract.

2. The Early Construction Contract Documents ("EC Contract Documents"):

2.1 This Contract shall consist of the following, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Addendum or Modification having precedence over preceding provisions:

1. The Early Construction Work Package Release to Construction Manager "at Risk" Before a Full Guaranteed Maximum Price – Package #1 Contract Between Owner and CMR
2. Specification Section 00 7000 General Conditions for Construction Manager at Risk
3. Supplemental General Conditions, if any
4. Specification Section 00 5400 Construction Manager at Risk Standard Scope of Services
5. Specifications for Package #1 – 100% Construction Documents, dated April 2, 2020, Addendum 1, dated April 9, 2020, and Addendum 2, dated April 15, 2020
6. Drawings for Package #1 – 100% Construction Documents, dated April 2, 2020, Addendum 1, dated April 9, 2020, and Addendum 2, dated April 15, 2020
7. Gilbane Building Company Package #1 Proposal, dated April 27, 2020, Attachment "A"
8. Request for Proposals and all Addenda
9. Request for Qualifications and all Addenda
10. CMR's Response to Request for Proposals
11. 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 All provisions required by Law to be included in this EC Contract or otherwise applicable to this EC Contract shall be deemed to be a part of this EC Contract, whether actually set forth herein or not.

2.3 The EC 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 EC Contract Documents, it shall immediately, in writing, call it to the attention of Owner and the Owner's Representative before proceeding with the EC Work affected thereby. The Owner and/or the Owner's Representative shall promptly resolve the matter in writing. EC 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.

2.4 The CMR shall be held to a standard of strict compliance with the requirements of the EC Contract Documents in the performance of the EC 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 EC 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 Stantec, 3001 Washington Blvd Suite 500, Arlington, VA 22201 (the "Architect," "Engineer," or "A/E"). In addition to a 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 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 EC Contract Document to Owner's Representative shall mean either the A/E or the Project Manager.

5. EC Contract Period:

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

May 14, 2020	Anticipated Notice to Proceed (NTP) for the Project Administrative Contract Deliverables
June 1, 2020	Anticipated NTP for Project Site Mobilization and Construction Start.
August 21, 2020	Substantial Completion of Package #1
September 20, 2020	Final Completion of Package #1

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

The Owner and the CMR recognize that time is of the essence in this EC Contract and in the contemplated Phase 2. Substantial Completion of the contemplated Phase-2 is required by May 31, 2025 in order for the Project to be functional for the 2025-26 school year. If CMR is awarded the Phase 2 - Contract, CMR shall have no claim for damages for delay under this EC Contract except to the extent CMR can establish that delay caused by acts or omissions of the Owner, its agents or employees and due to causes within their control caused unreasonable delay to the timely completion of the Phase 2 Contract.

6. Payment and Performance Bonds: The CMR shall provide payment and performance bonds in the penalty of the EC Contract Sum on the bond forms provided by Owner.

7. EC Contract Sum:

Owner shall pay CMR for completion of the EC Work in accordance with the EC Contract Documents.

In Writing: Eight hundred ninety-one thousand seven hundred and forty-seven Dollars

In Figures: \$891,747

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 EC 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 or interest under any of the EC 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 EC 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:

a. 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 EC Contract. The CMR understands and agrees that the Owner may terminate this EC Contract for default if the CMR fails to comply with these provisions and recover from CMR all amounts paid to CMR during any period CMR was not in compliance with such requirements.

b. Virginia Class A Contractor's License Number: 2701004552

Current Expiration Date: 10-31-2020

Owner-Construction Manager at Risk
Early Release Construction Work Package to Construction
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Arlington Career Center

12. Debarment and Enjoinment:

By signing this EC 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 EC Contract Documents shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. 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 EC 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 EC Contract Documents.

Owner-Construction Manager at Risk
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Arlington Career Center

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

Gilbane Building Company	
By:	<u>Matthew J. L.</u>
Title:	<u>VP</u>
	<u>5.10.2020</u>
	Dated

Arlington Public Schools	
By:	<u>David J. Webb</u>
	David J. Webb, C.P.M.
Title:	Purchasing Agent
	<u>May 11, 2020</u>
	Dated

END OF SECTION

Attachments

Attachment A: Gilbane Building Company Contract 80FY19-A Summary of Package #1 Proposal April 27, 2020 (summary attached for purposes of brevity)

Attachment B.3

CMR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such CMR.

The completed form from the CMR is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in the presence of students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Va. Code Ann. Section 18.2-370.4, no employee 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 will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Va. Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Gilbane Building Co.
Name of CMR


Signature

1100 N. Glebe Road Suite 1000
Arlington Va. 22201
Address of Firm

Matthew R. Sarver, VP
Name and Title (please type or print)

301-317-6148
Telephone

5.10.2020
Date

Contract 80FY19-A Attachment A
Summary of Package #1 Proposal
April 27, 2020



April 27th, 2020

Jeffrey Chambers
Director of Design & Construction
Facilities & Operations
Arlington Public Schools
2770 S. Taylor Street
Arlington, VA 22206

RE: ACC Sumer 2020 Package #1 Pricing Resubmission – Executive Summary Letter

Dear Jeffrey,

Gilbane is pleased to present the attached document package containing our Package #1 pricing resubmission for the Arlington Career Center Summer 2020 scope of work.

The Package #1 Pricing Resubmission value is **\$891,747.00**.

The Package #1 Pricing Resubmission value is based solely on the 100% Construction Documents prepared by Stantec, dated April 2nd, 2020, Addendum #1 dated April 9th, 2020, Addendum #2 dated April 15th, 2020 and does not carry any allowances and/or additional considerations for forthcoming addendums.

The Package #1 value is based on a Notice to Proceed date of May 14th, 2020, a Construction Start date of June 1st, 2020, Substantial Completion date of August 21st, 2020 and a Final Completion Date of September 20th, 2020.

Gilbane requests that APS reviews the clarifications section to carefully to gain a full understanding of the scope that has been included. Please note that any modifications to the clarifications may result in adjustments to the Package #1 value.

In closing, Gilbane believes the formal submission of this Package #1 pricing submission validates the completion of our contractual obligations related to pre-construction efforts.. We kindly request that we receive formal approval of this package no later than May 14th, 2020.

Please review the information herein and advise of your approval as soon as possible.

Sincerely,

Edward Green
Gilbane Building Company
Project Executive

Cc: Benjamin Burgin
Steven Stricker



Arlington Career Center Summer 2020

APS

Arlington, VA

April 27, 2020

Package #1

Executive Summary

Subtotal Direct Construction Costs		\$734,475
Contractor Default Insurance (CDI)	1.20%	\$8,814
Subtotal- Construction Costs		\$743,289
CMR Contingency on Subtotal Direct	3.00%	\$22,034
Subtotal		\$765,323
Insurance and Taxes (1.92%)		\$14,694
General Conditions		\$85,757
-Personnel		\$75,503
-Non Personnel		\$10,254
CM Fee	3.00%	\$25,973
Total Construction Cost:		\$891,747

COVID-19 QUALIFICATION (CORONAVIRUS) - As of the date of this Guaranteed Maximum Price proposal, Gilbane Building Company is unable to assess the impact of the ongoing COVID-19 pandemic and how it may affect the Construction Schedule and Project cost long-term. In light of the wide-ranging and potentially long-lasting effects posed by the COVID-19 pandemic, including, without limitation, disruption of construction supply chains, labor shortages, and governmental actions, Gilbane reserves its right to assess such impact on an ongoing basis and to seek an equitable adjustment in the Guaranteed Maximum Price and an extension of the Contract Time as such adjustments become necessary.

ACC Classroom Reconfiguration



Bid Summary

	Bidder #1	Bidder #2	Bidder #3	GMP Bidder
01A Site Services	\$40,600			\$40,600
02A Selective Demolition	\$22,000	\$22,150	\$39,940	\$22,000
02B Abatement	\$21,470	\$41,463	\$24,500	\$21,470
03A Concrete	\$25,000	\$0	\$0	\$25,000
06A Millwork	\$58,420	\$59,105	\$60,805	\$58,420
07A Applied Fireproofing	\$8,750	\$9,000	\$0	\$8,750
08A Doors, Frames, Hardware	\$20,695	\$24,804	\$0	\$20,695
08B Glazing	\$17,268	\$37,320	\$0	\$17,268
09A Drywall	\$129,000	\$134,650	\$171,850	\$129,000
09B Flooring	\$48,697	\$57,892	\$49,254	\$48,697
09D Paint	\$10,175	\$10,900	\$0	\$10,175
10A Signage	\$5,265	\$5,699	\$0	\$5,265
12B Window Treatments	\$11,130	\$11,231	\$0	\$11,130
22/23 Plumbing/HVAC	\$189,900	\$194,400	\$211,125	\$189,900
26A Electrical	\$105,300	\$101,000	\$0	\$101,000
27A Low Voltage	\$25,105	\$28,605	\$0	\$25,105
TOTALS				\$734,475



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2020

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 have **ADDITIONAL INSURED** provisions or 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 Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor Boston, MA 02110	CONTACT NAME: Stephen Turner PHONE (A/C No. Ext): 617-535-7249 E-MAIL ADDRESS: sturner@alliant.com	FAX (A/C, No): 617-535-7205
	INSURER(S) AFFORDING COVERAGE	
INSURED Gilbane Building Company 1100 North Glebe Road Arlington, VA 22201	INSURER A : Starr Indemnity & Liability Company	NAIC # 38318
	INSURER B : Travelers Indemnity Company of CT	25682
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 499810163

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	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included <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		VTC2KCO - 2E970978 - 19	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		VTECAP - 2E97098A - 19	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		1000584521191	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2OUB - 2E970954 - 19 VTRKUB - 2E970966 - 19	6/30/2019 6/30/2019	6/30/2020 6/30/2020	<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

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

RE: Project #J08837.000, ACC Summer 2020.

Arlington Public Schools / Arlington School Board, including elected and appointed officials, agents and employees are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies. See attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Arlington Public Schools 1426 N. Quincy Street Arlington VA 22207	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 

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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

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

Any person or organization that:

- a. You agree in a written contract or agreement 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" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement 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 or agreement applies;

- (2) If the written contract or agreement 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 or agreement 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 or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) 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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) 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:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) 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.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.