
STONEBRIDGE CARRAS

DRAFT

August 3, 2017

Mr. Al Roshdieh, Director
Montgomery County Department of Transportation
101 Monroe Street, 10th Floor
Rockville, MD 20850

Re: Wheaton Public Improvements
GMP Amendment

Dear Mr. Roshdieh,

Pursuant to the requirements outlined in Section 3.4.6 of the Turnkey Contract between Wheaton/Silver Spring, LLC and Montgomery County, Maryland, executed on August 22, 2014, for the redevelopment of the above referenced project, *"when the County and Developer have agreed on terms of the GMAP Proposal, the County and the Developer shall execute an amendment to this Contract (the GMP Amendment)"*. To provide for all the current documentation within the Turnkey and its associated exhibits to be in one document, we are submitting an Amended and Restated Turnkey Contract for execution as the GMP Amendment. The Amended and Restated Turnkey Contract, dated _____, supersedes the original Turnkey Contract dated August 22, 2014 and Turnkey Amendment #1 dated June 7, 2017.

If you have any questions, please contact Jane Mahaffie or Douglas Firstenberg of StonebridgeCarras, LLC.

SC/BA WHEATON OFFICE, LLC,
a Maryland limited liability company

By: S/C WHEATON OFFICE, LLC,
its Managing Member

By: _____

Name: Douglas M. Firstenberg

Title: Manager

Copy to: Montgomery County Government
Office of Procurement
255 Rockville Pike, Ste. 180
Rockville, MD 20850
Attention: Cherri Branson

Montgomery County Government
Office of the County Attorney

STONEBRIDGE CARRAS, LLC

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101 Monroe Street, Third Floor
Rockville, Maryland 20850
Attention: Trevor Ashbarry

TURNKEY CONTRACT
between
MONTGOMERY COUNTY, MARYLAND
and
WHEATON/SILVER SPRING, LLC
Dated
_____, 2014

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TURNKEY CONTRACT

THIS TURNKEY CONTRACT (this "Contract") is made as of this ____ day of ____, 2014 (the "Effective Date") by and between MONTGOMERY COUNTY, MARYLAND (the "County") and Wheaton/Silver Spring, LLC (the "Developer") (the County and the Developer are sometimes referred to herein collectively as the "Parties").

RECITALS

A. The County issued that certain Request for Proposals #1030213 for Development and Construction – Wheaton CBD and Silver Spring CBD dated June 3, 2013 (the "RFP").

B. The Developer was the successful bidder, and in connection with the RFP, the County and the Developer are entering into a General Development Agreement dated as of the date of this Agreement (the "GDA"), pursuant to which, among other things, the County and the Developer agreed that the Developer would act as Developer for the turnkey design, construction and delivery of the Project on the Site.

C. The GDA requires the County and the Developer to enter into this Contract pursuant to which, among other things, the Developer agrees to cause the design and construction of the Project on the Site, all as more fully described herein.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the Recitals (which are deemed material provisions of this Contract) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

All capitalized terms used herein are defined in Article 1 of the General Conditions of Contract attached hereto as Exhibit H (the "General Conditions"). Some of such definitions may be further defined in various Sections of this Contract.

ARTICLE 2 GENERAL PROVISIONS

2.1 Developer Cooperation and Assistance. Whenever the Developer's cooperation is required by the County in order to carry out the County's obligations hereunder, the Developer agrees that it shall act in good faith in so cooperating with the County. The Developer shall cooperate fully with the County and, to the extent specific time limits for actions or responses are not set forth in this Contract, the Developer shall furnish actions, information, and approvals required by this Contract in a commercially reasonable manner so as not to delay the Services or the Work.

2.2 County Cooperation and Assistance. Whenever the County's cooperation is required by the Developer in order to carry out the Developer's obligations hereunder, the County agrees that it shall act in good faith in so cooperating with the Developer. The County shall cooperate fully with the Developer, to the extent specific time limits for actions or responses are not set forth in this Contract, the County shall furnish actions, information, and approvals required by this Contract in a commercially reasonable manner so as not to delay the Services or the Work. The County shall also assist the Developer in obtaining required permits for the performance of the Work, to the extent such permits are required to be obtained by the Developer hereunder.

2.3 MFD Program. See General Conditions and Exhibit C.

2.4 Local Hiring Initiative. Subject to the terms and conditions of this Contract and Applicable Laws, the Developer shall use commercially reasonable good faith efforts to hire 20% Montgomery County residents, with a preference for those residents that live within the Wheaton boundary (as highlighted by

the map attached hereto as Exhibit I), for all new construction jobs created by this Contract. The foregoing notwithstanding, (a) any costs incurred by the Developer in connection with the local hiring initiative, including without limitation, advertising, job fairs or job interviews and reporting costs shall be approved in advance by the County and thereafter paid for solely by the County pursuant to Change Order or Field Order, and (b) such compliance by the Developer shall be deemed a "goal" and shall not be construed as a requirement or mandate to hire any individual or individuals identified pursuant to such local hiring initiative. Within six (6) months after the date of execution of this Contract, Developer shall provide to the County a copy of its proposed program of action to comply with the Local Hiring Initiative.

2.5 Building Lot Termination Fee. To the extent the Developer is required to pay a building lot termination fee pursuant to Applicable Laws, the cost thereof shall be payable by the County pursuant to Change Order or Field Order.

2.6 Responsibilities of the Developer. The Developer covenants and agrees that it shall be responsible for causing the Design Team and the Contractor to perform and complete the Services and the Work in accordance with the Program Requirements set forth in Exhibit A, the provisions of this Contract, including, but not limited to the General Conditions and Applicable Laws.

2.7 County Approval. The County's review, acknowledgement and approval of Design Documents in no way shall be construed as a representation or other assurance that such approved Design Documents comply with Applicable Laws, including, but not limited to, building codes, regulations or standards; such responsibility and liability for compliance is solely the obligation of the Developer. Once the County has approved a Design Package, such approved Design Package shall form the basis of the development of future Design Documents, and to the extent there is a conflict between the latest Design Package approved by the County and the Program Requirements, the latest approved Design Package shall govern. To the extent a required element in the Program Requirements is not yet designed as part of the latest approved Design Package (for example, many finish items will not be included in Schematic Design Documents) the Program Requirements shall continue to govern such elements.

2.8 Third Party Beneficiary. The County shall be a designated third party beneficiary of the Construction Contract and the Design Contract..

2.9 Meetings

2.9.1 During the design phase of the Project, the Developer shall hold monthly progress meetings at a location mutually agreed to by the Developer and the County. These monthly meetings are in addition to meetings to review Design Packages as set forth in Article 4. The Developer shall cause the Architect to prepare meeting minutes of each such progress meeting, which minutes shall be delivered to the County by the Developer within three (3) business days after receipt by the Developer; provided, however, that the Developer shall endeavor to deliver the minutes earlier than three (3) business days after receipt. The County may also request additional meetings with the Developer on an as-needed basis.

2.9.2 Upon commencement of base building construction and until commencement of the tenant improvements portion of the Work, the Developer shall hold twice monthly meetings at a location mutually agreed to by the Developer and the County. Once the tenant improvements portion of the Work commences, the Developer shall hold weekly meetings at the job site until Substantial Completion of the Work. The County may also request additional meetings with the Developer on an as-needed basis. Progress of the Work shall be reported in detail with reference to the Progress Schedule. The County, the Contractor, the Architect and the Developer shall have a competent representative present to report on the status and condition of its portion of the Work and/or Services and/or to receive information, as applicable. The Developer shall cause the Contractor to prepare meeting minutes of each such progress meeting, which minutes shall be delivered to the County by the Developer within three (3) business days after receipt by the Developer; provided, however, that the Developer shall endeavor to deliver the minutes earlier than three (3) business days after receipt.

2.10 Reasonableness. Whenever the County's consent, approval, satisfaction or determination shall be required or permitted under this Contract with respect to the Developer's performance of the Services or the Work, and this Contract does not expressly state that the County may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract or is implied or required under Applicable Laws.

2.11 Review of Design Contract and Construction Contract; Assignment.

2.11.1 The County shall have the right to review, comment on and approve the Design Contract and the Construction Contract prior to execution thereof, such approval not to be unreasonably withheld, conditioned or delayed.

2.11.2 At such time as the Design Contract and Construction Contract are executed by the Developer and the Architect and Contractor, respectively, the Developer shall be deemed to have granted to the County the right to succeed to the interest of, or otherwise accept an assignment of, the Design Contract and the Construction Contract, but only in the event of a termination of this Agreement by the County pursuant to the provisions of Article 15 of the General Conditions. Such assignment shall be on terms and conditions reasonably acceptable to the County, the Architect and the Contractor.

2.12 LEED Requirement

2.12.1 The Developer shall be responsible for obtaining LEED Platinum Certification of the Project. Within sixty (60) days of the date of execution of the GDA, the Developer shall register (or cause its consultant to register) the Project with the United States Green Building Council.

2.12.2 If, at any time after the date of execution of the GDA, the requirements necessary to achieve LEED Platinum Certification become more or less stringent, then the Developer shall notify the County of such change. If such requirements become more stringent, the County shall have the option of requiring the Developer to (a) comply with the more stringent requirements, in which case any additional costs shall be paid pursuant to Change Order or Field Order (and an extension of time if the change in requirements occurs after the GMP Date), or (b) reduce the LEED Certification level to a level that will not require any additional costs or time.

2.12.3 The Developer shall submit preliminary design documents on account of the LEED certification at the end of the design phase of the Project and shall then submit and shall complete the application for LEED Platinum Certification of the Project within 90 days following Substantial Completion of the Work. Thereafter, the Developer shall pursue the application process with due diligence to completion.

2.13 Documents, Materials and Data. Except as provided otherwise in Section 4.2, (a) all documents, materials, or data (in any form) developed as a result of this Contract are the County's property (including but not limited to written, photographic, and electronic file in all forms, formats, and types both native and derivative, but not the software used to develop such electronic data); (b) the County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Contract; and (c) the County may use this information for its own purposes, including reporting to state and federal agencies. The Developer warrants, and shall cause the Contractor and the Architect to warrant, that the applicable supplier of such documents, materials and data has title to or right of use of such documents, materials or data used or developed in connection with this Contract. The Developer, the Contractor and the Architect shall keep confidential all such documents, materials, and data prepared or developed by them and/or supplied by the County.

**ARTICLE 3
CONTRACT PRICE**

3.1 General. The sum of (a) the Cost of the Services and the Work, and (b) the Developer's Fee is guaranteed by the Developer not to exceed _____ Dollars (\$ _____), as more fully described in Exhibit D, subject to additions and deductions by Change Order or Field Order as provided in the General Conditions. Such maximum sum is referred to in the Contract Documents as the "Contract Price".

3.2 Developer Fee

3.2.1 The Developer Fee shall be _____ Dollars (\$ _____) as set forth in Exhibit D. Pursuant to the Contract Documents, the Developer shall be entitled to Additional Developer Fee on account of Change Orders or Field Orders and the Developer's Fee shall be reduced to the extent there are reductions on account of Change Orders or Field Orders; such adjustments shall be based upon Four Percent (4%) of the Cost of the Services and the Work related to such Change Orders or Field Orders. As part of the GMP Amendment, the Developer Fee shall be recalculated as a lump sum equal to Four Percent (4%) of the estimated Cost of the Services and the Work.

3.2.2 _____ Dollars (\$ _____) of the Developer Fee portion of the Contract Price is allocated to the preconstruction phase of the Project (the "Preconstruction Developer's Fee"). Of that amount, the Developer shall be paid _____ Dollars (\$ _____) per month in _____ (____) installments, commencing in the month the County issues its Notice to Proceed. To the extent the preconstruction phase of the Project is delayed by more than thirty (30) days, in the aggregate, by causes attributable solely to the Developer, the unpaid balance of Preconstruction Developer's Fee shall be adjusted so that it is evenly spread over the remaining months of the preconstruction phase of the Project. If and when the County and the Developer execute the GMP Amendment, the difference between the Preconstruction Developer's Fee and the actual amount paid by the County prior to execution of the GMP Amendment shall be paid to the Developer in the month of the GMP Amendment. The balance of the Developer Fee shall be paid during the construction phase of the Project, in equal monthly installments based on the Progress Schedule for the construction phase of the Project that will be a part of the GMP Amendment, Exhibit B.

3.3 Not used.

3.4 GMP Amendment

3.4.1 After the Contractor has received bids for the base building portion of the Work and has delivered its proposed guaranteed maximum price under the Construction Contract, with all supporting documentation, to the Developer) (the "Construction GMP Proposal"), the Developer shall prepare its Guaranteed Maximum Price Proposal (the "GMP Proposal") for the County's review and acceptance. The Contract Price in the GMP Proposal shall be the sum of amounts paid and/or payable for the preconstruction phase of the Project (including Developer's Fee for such portion), the Construction GMP Proposal and amounts payable for the construction phase of the Project to the Developer, the Architect, other consultants, other costs and the Developer's Fee (for the construction portion of the Project). The County and the Developer shall exercise good faith efforts to value engineer the Project so that the Contract Price set forth in the GMP Proposal (and the GMP Amendment) is equal to or less than the Contract Price set forth in Exhibit D and as modified in Change Orders.

3.4.2 To the extent that the Construction Documents referenced in the GMP Proposal are anticipated to require further development by the Architect, the Developer shall provide in the GMP Proposal for such further development consistent with the Construction Documents referenced in the GMP Proposal.

3.4.3 The Developer shall include in the GMP Proposal the following:

.1 A list of the Construction Documents and other information on which the Contract Price is based;

.2 A list of the clarifications and assumptions made by the Developer in the preparation of GMP Proposal;

.3 A statement of the proposed Contract Price, including a statement of the estimated Cost of the Services and the Work, allowances (including, but not limited to, an allowance for the tenant improvements portion of the Work) Developer's Fee and Developer's Contingency (described in Section 3.6 below);

.4 The anticipated dates of Substantial Completion of the Office Building including Tenant Improvements and the Town Square upon which the proposed Contract Price is based;

.5 A proposed Subcontractor Performance Program, as required by Section 7.3.3.3 of the Montgomery County Procurement Regulations; and

.6 A date by which the County must accept the GMP Proposal, which shall be twenty one (21) business days after submission of the GMP Proposal, unless otherwise agreed by the County and the Developer.

3.4.4 The Developer and the County shall meet to review the GMP Proposal. In the event that the County discovers any inconsistencies or inaccuracies in the information presented, the County shall promptly notify the Developer, who shall make appropriate adjustments to the GMP Proposal.

3.4.5 If, notwithstanding the good faith efforts of the County and the Developer, the proposed Contract Price in the GMP Proposal is greater than the Contract Price set forth in Exhibit D plus approved Change Orders, the County shall have the following options, exercisable by written notice given to the Developer within sixty (60) days after the County's receipt of the GMP Proposal (the "GMP Notice"):

.1 Accept the GMP Proposal and the Contract Price therein;

.2 Negotiate revisions to the GMP Proposal and the Contract Price therein on terms and conditions acceptable to the Developer and the County; or

.3 Terminate this Contract for convenience pursuant to the General Conditions.

3.4.6 When and if the County and the Developer have agreed on the terms of the GMP Proposal (as may be modified by the parties) the County and the Developer shall execute an amendment to this Contract (the "GMP Amendment") and issue a Notice to Proceed with construction. The GMP Amendment shall set forth the agreed upon Contract Price for the Project, with the information and assumptions upon which it is based, including, but not limited to, a list of the Approved Construction Documents, a revised Schedule of Values and a revised Progress Schedule.

3.4.7 If the County does not send the GMP Notice, or execute the GMP Amendment as set forth Section 3.4.6, the Developer shall send to the Director an additional notice (the "Additional Notice") that it has not received approval of the GMP Proposal. If the County fails to respond within five (5) business days of receipt of the Additional Notice, then the GMP Proposal shall be deemed disapproved and the parties shall proceed as if the County had sent the GMP Notice to the Developer that it exercised its option under subsection .3 above. The Additional Notice must state, in bold all capitalized letters, the date of the required response by the Director and the automatic disapproval of the GMP Proposal and subsequent termination should the County fail to provide a timely response.

3.5 Authorization of Work prior to GMP Amendment. If the County authorizes the Developer in writing to procure any items of Work prior to GMP Date, the Developer shall procure such items on terms and conditions reasonably acceptable to the County. In the event the County and the Developer do not agree to the terms of the GMP Amendment and this Contract is terminated for convenience as provided in the General Conditions, the Developer shall, at the written request of the County, assign any subcontracts or purchase orders it entered into on account of the Work to the County without recourse and the County

shall thereafter accept responsibility for them. If the County has not requested assignment of one or more subcontracts or purchase orders, the Developer shall terminate such subcontracts or purchase orders and all costs incurred by the Developer on account thereof shall be paid by the County as part of the payment due on termination for convenience under the General Conditions.

3.6 Developer Contingency. The Contract Price includes a line item for contingency (which shall be five percent (5%) of the Cost of the Services and Work) for the sole and exclusive use of the Developer (the "Developer Contingency") to pay for (a) additional amounts due to the Contractor pursuant to the Construction Contract, the Architect pursuant to the Design Contract or other parties pursuant to contracts with the Developer relating to the Project; and (b) other unforeseen or unanticipated costs incurred by the Developer relating to the Project, in each case because such costs are not permitted to be paid pursuant to Change Order or Field Order under the Contract Documents. The Developer shall furnish written notice to the County regarding each use of the Developer Contingency, stating the amount used and the purpose therefor, within ten (10) business days of such use. The Developer Contingency shall be accessible by the Developer in its sole discretion, upon notice to the County. If the County believes that any use of the Developer Contingency is not for Project-related costs, the County may raise such issue pursuant to the dispute resolution provisions of this Contract. To the extent use of the Developer Contingency involves a change in the scope of the Work or Services, such change shall be approved by the County pursuant to Change Order or Field Order (but such Change Order or Field Order shall not include an increase to the Contract Price). Any use of the Developer Contingency shall include Cost of the Services and the Work plus Developer's Fee thereon.

3.7 Reallocation of Line Items. The Developer shall be entitled to reallocate amounts in the line items in the Contract Price except that no transfers shall be made into the Developer Fee line item from other line items.

3.8 Savings. Construction Contract Savings shall be shared 60% to the Developer and 40% to the Contractor. The Developer's share of Construction Contract Savings shall be allocated to the Developer Contingency. Any Savings under this Contract shall be allocated 70% to the County and 30% to the Developer.

3.9 Payments. See General Conditions.

ARTICLE 4 DESIGN

4.1 General

4.1.1 The Services shall be as enumerated in this Article 4 and Exhibit A to this Contract. The Services shall be performed in accordance with the Standard of Care and those portions of the Contract Documents applicable to the Services. The Design Documents shall comply with the Program Requirements, except to the extent otherwise agreed in writing by the County.

4.1.2 The Developer shall exercise good faith efforts to have the Services performed in accordance with the Progress Schedule, as such Progress Schedule may be adjusted as provided herein. The Progress Schedule includes allowances for periods of time required for the County's review, for the performance of the County's consultants, if any, and for approval of submissions by Governmental Authorities. Time limits established by the Progress Schedule shall not, except for reasonable cause not due to the fault or neglect of the Developer or the County, be exceeded by the Developer or the County.

4.1.3 In accordance with the Standard of Care, the Developer shall cause the Design Team to comply with Applicable Laws bearing on the performance of the Services. In addition, the Developer and the Design Team agree that if there is any conflict among any Applicable Laws known (or which should have been known using the Standard of Care) by the Design Team, the more stringent requirement will control, unless

otherwise agreed in writing by the County. The Developer shall notify the County in the event of conflicts among Applicable Laws.

4.1.4 From time to time the County shall notify the Developer as to the various County employees to whom Design Packages shall be delivered.

4.2 Ownership and Use of Design Documents. All Design Documents produced by the Design Team shall become the joint property of the County and the Developer pursuant to an assignment of copyrights to be provided in the Design Contract. The Design Contract shall provide that the Design Team reserves a perpetual, irrevocable, non-exclusive license to use and make derivative works from the Design Documents for the Project and other projects. The Developer and the County shall jointly own the copyright to and in the Design Documents and, if and only to the extent necessary to effect such ownership, the Design Documents shall be deemed works for hire. The copyright assigned includes, but shall not be limited to, all rights to derivative works. The Developer and/or the County may use the Design Documents in whole or in part or in modified form for such purposes as the Developer and/or the County may deem desirable without further employment or compensation to the Design Team; however, the Developer and the County each acknowledge and agree that (a) any material modification made to the Design Documents by the Developer or the County in order to complete, repair, alter or add to the Project or (b) any use of the Design Documents in connection with other projects, in either case not made with the input of the Design Team (collectively, "Non-Design Team Use") shall be made at the Developer's or County's, as applicable, sole risk. At such time as the Work has achieved Final Completion and the County has made final payment, the Developer shall relinquish all rights of ownership in the Design Documents to the County and the County may use the Design Documents in whole or in part or in modified form for alteration, maintenance, repair and management of the Project without further employment or compensation to the Developer or the Design Team; however, the County acknowledges and agrees that (a) any material modification made to the Design Documents by the County in order to complete, alter, maintain, repair and manage the Project, or (b) any use of the Design Documents in connection with other projects, in either case not made with the input of the Developer and/or Design Team shall be made at the County's sole risk. The provisions of this paragraph shall survive termination of this Contract.

4.3 Base Building Design Documents

4.3.1 Schematic Design Documents

.1 Once the Notice to Proceed is issued by the County, the Developer shall cause the Design Team to commence preparation of the Schematic Design Documents.

.2 Those Schematic Design Documents necessary for the Mandatory Referral package shall be submitted to the County on or before sixty (60) business days after receipt by the Developer of the Notice to Proceed and the County shall review such Schematic Design Documents within twenty one (21) business days after receipt, in accordance with the procedures set forth in Section 4.5.

.3 Once the Schematic Design Documents necessary for the Mandatory Referral package have been approved by the County and the Mandatory Referral process has been completed, the County shall issue a written notice to proceed to the Developer to commence preparation of the balance of the Schematic Design Documents, which shall be consistent with the previously approved Schematic Design Documents.

.4 The Developer shall submit the balance of the Schematic Design Documents to the County no later than twenty (20) business days after receipt of notice from the County that the Mandatory Referral process is complete. The County shall review and approve the Schematic Design Documents within twenty one (21) business days after receipt, in accordance with the procedures set forth in Section 4.5.

4.3.2 Design Development Documents

.1 Once the County has approved the Schematic Design Documents as set forth in Section 4.3.1.4, the Developer shall instruct the Design Team to commence preparation of the Design Development Documents, which shall be consistent with the approved Schematic Design Documents.

.2 The Developer shall submit the Design Development Documents to the County no later than sixty five (65) business days after receipt of approval of the Schematic Design Documents referenced in Section 4.3.1.4

.3 The County shall review and approve the Design Development Documents referenced in Section 4.3.2.2 within twenty one (21) business days of receipt in accordance with the procedures set forth in Section 4.5.

4.3.3 Construction Documents

.1 Once the County has approved the Design Development Documents, the Developer shall instruct the Design Team to commence preparation of the Construction Documents.

.2 The Developer shall submit the Construction Documents to the County as follows:

(a) fifty percent (50%) complete Construction Documents no later than thirty (30) business days after receipt of approval of the Design Development Documents referenced in Section 4.3.2.2; and

(b) Construction Documents of a level of completeness necessary to be put out to bid by the General Contractor (the "Bid Set") in accordance with the Exhibit B - Progress Schedule, and after receipt of approval of the fifty (50%) complete Construction Documents referenced in Section 4.3.3.2(a).

.3 The County shall review and approve each of the sets of Construction Documents referenced in Section 4.3.3.2 within twenty one (21) business days of receipt in accordance with the procedures set forth in Section 4.5.

.4 The Developer shall cause the Bid Set to be revised to incorporate the comments of the County pursuant to Section 4.5 and the comments of the Department of Permitting Services, and such revised Bid Set shall thereafter be known as the "Approved Construction Documents".

4.4 Tenant Improvements Design Documents

4.4.1 MNCPPC

.1 **Blocking and Stacking Plan.** A blocking and stacking plan shall be submitted to the County in accordance with Exhibit B -Progress Schedule after receipt by the Developer of the Notice to Proceed, and the County shall review the blocking and stacking plan in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.2 Schematic Design Documents

(a) After approval of the blocking and stacking plan, the Developer shall instruct the Design Team to commence preparation of the Schematic Design Documents, which shall be consistent with the approved blocking and stacking plan.

(b) The Developer shall submit the Schematic Design Documents to the County in accordance with Exhibit B -Progress Schedule. The County shall review and approve the Schematic Design Documents in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.3 Design Development Documents

(a) Once the County has approved the Schematic Design Documents, the Developer shall instruct the Design Team to commence preparation of the Design Development Documents, which shall be consistent with the approved Schematic Design Documents.

(b) The Developer shall submit the Design Development Documents to the County in accordance with Exhibit B - Progress Schedule.

(c) The County shall review and approve the Design Development Documents in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.4 Construction Documents

(a) Once the County has approved the Design Development Documents, the Developer shall instruct the Design Team to commence preparation of the Construction Documents.

(b) The Developer shall submit the Construction Documents to the County as follows:

(i) fifty percent (50%) complete Construction Documents in accordance with Exhibit B - Progress Schedule and

(ii) Permit Set of Construction Documents in accordance with Exhibit B - Progress Schedule.

(c) The County shall review and approve each of the sets of Construction Documents referenced in Section 4.4.1.4(b) in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

(d) The Developer shall cause the Permit Set to be revised to incorporate the comments of the County pursuant to Section 4.5 and the comments of the Department of Permitting Services, and such revised Permit Set shall be thereafter be known as the "Approved Construction Documents".

4.4.2 RSC/DPS/DEP/CUPF/HHS/Rec

.1 Blocking and Stacking Plan. A blocking and stacking plan shall be submitted to the County in accordance with Exhibit B - Progress Schedule after receipt by the Developer of the Notice to Proceed, and the County shall review the blocking and stacking plan in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.2 Schematic Design Documents

(a) After approval of the blocking and stacking plan, the Developer shall instruct the Design Team to commence preparation of the Schematic Design Documents, which shall be consistent with the approved blocking and stacking plan.

(b) The Developer shall submit the Schematic Design Documents to the County in accordance with Exhibit B - Progress Schedule after receipt of approval of the blocking and stacking plan. The County shall review and approve the Schematic Design Documents in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.3 Design Development Documents

(a) Once the County has approved the Schematic Design Documents, the Developer shall instruct the Design Team to commence preparation of the Design Development Documents, which shall be consistent with the approved Schematic Design Documents.

(b) The Developer shall submit the Design Development Documents to the County in accordance with Exhibit B - Progress Schedule .

(c) The County shall review and approve the Design Development Documents in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

.4 Construction Documents

(a) Once the County has approved the Design Development Documents, the Developer shall instruct the Design Team to commence preparation of the Construction Documents.

(b) The Developer shall submit the Construction Documents to the County as follows:

(i) fifty percent (50%) complete Construction Documents in accordance with Exhibit B - Progress Schedule ; and

(ii) Permit Set of Construction Documents in accordance with Exhibit B - Progress Schedule.

(c) The County shall review and approve each of the sets of Construction Documents referenced in Section 4.4.1.4(b) in accordance with Exhibit B - Progress Schedule and the procedures set forth in Section 4.5.

(d) The Developer shall cause the Permit Set to be revised to incorporate the comments of the County pursuant to Section 4.5 and the comments of the Department of Permitting Services, and such revised Permit Set shall be thereafter be known as the "Approved Construction Documents".

4.5 Design Package Review Procedures for Base Building and Tenant Improvements Prior to GMP Date

4.5.1 The Developer and the Design Team shall be available at reasonable times during the period of each review to respond to any of the County's comments, questions, directions, objections and recommendations in connection with the content of the Design Packages. Upon completion of each review, and in accordance with the time periods set forth in Exhibit B – Progress Schedule, the County shall furnish the Developer with a written report setting forth in reasonable detail the comments, directions, recommendations and approval of the County (the "County Report"). The Developer shall review the County Report and provide written comments thereto within a reasonable time.

4.5.2 To the extent the Developer believes that any items in the County Report are a change in the Program Requirements or a change to previously approved Design Packages (a "Potential Design Change"), the Developer shall submit to the County a list of Potential Design Changes, with a description of why the Developer believes the Potential Design Changes constitute a change in scope. The Developer and the County shall then meet to discuss the Potential Design Changes.

4.5.3 To the extent the Developer and the County agree that such Potential Design Changes constitute a change in scope, the County shall notify the Developer in writing that it wishes to implement such Potential Design Change. In such case, the Developer shall submit a proposal to the County setting forth additional costs, together with Additional Developer's Fee, on account of such Potential Design Changes. Approval of such proposal pursuant to a Change Order or Field Order under the General Conditions shall be a condition precedent to the Developer's obligation to proceed with the Potential Design Changes.

4.5.4 To the extent that the Developer and the County disagree as to whether such Potential Design Changes constitute a change in scope, the Developer shall nevertheless submit a proposal pursuant to the provisions of Section 4.5.3, and after receipt thereof, the County shall be entitled to issue a unilateral directive to the Developer to proceed with the Potential Design Change, and in such case the Developer shall be entitled to submit a Claim pursuant to the provisions of the General Conditions.

4.5.5 The County and Developer agree that its approval of a Design Package may contain items that the County and the Developer agree are to be incorporated in the next Design Package.

4.6 Design Package Review Procedures for Tenant Improvements After GMP Date

4.6.1 The Developer and the Design Team shall be available at reasonable times during the period of each review of tenant improvement Design Packages to respond to any of the County's comments, questions, directions, objections and recommendations in connection with the content of the Design Packages. Upon completion of each review, and in accordance with the time periods set forth in the GMP Amendment, the County shall furnish the Developer its County Report. The Developer shall review the County Report and provide written comments thereto within a reasonable time.

4.6.2 To the extent any of the comments, directions or recommendations in the County Report are necessary because (a) the Design Package does not comply with Applicable Laws in effect as of the GMP Date; (b) the Design Package is inconsistent with the requirements of the Contract; (c) the Design Package is inconsistent with the Design Package previously approved by the County, or, to the extent a required element in the Program Requirements is not yet designed as part of a previously approved Design Package, is inconsistent with the Program Requirements; or (d) contain errors, omissions or inconsistencies (collectively, "Required Changes"), the Developer shall make all Required Changes.

4.6.3 To the extent the Developer believes that any of the comments, directions or recommendations in the County Report are not Required Changes (a "Disputed Item"), the Developer shall notify the County in writing within ten (10) business days following the Developer's receipt of the County Report (the "Disputed Item Notice"). Each Disputed Item Notice shall also include full supporting documentation for the Developer's position with respect to Disputed Items described therein, together with supporting documentation relating to any estimated adjustment in the Contract Price that the Developer attributes to each such Disputed Item and an estimated adjustment, if any, to the Progress Schedule.

4.6.4 Upon receipt of a Disputed Item Notice, the County shall have the following options, to be exercised within ten (10) business days of receipt of the Disputed Item Notice:

.1 The County may modify, revise or eliminate in writing those Disputed Items that the Developer asserts would constitute a Change Order or Field Order to the extent the County concurs with the Developer in order to avoid any adjustment in the Contract Price or adjustment to the Progress Schedule. In such event, the Developer shall incorporate the content of the County Report (as revised to reflect the preceding modifications, revisions and eliminations), and upon complete incorporation of the same, the County shall issue a written approval of the revised Design Package.

.2 The County may, by written notice to the Developer, reject the Developer's classification of the Disputed Items and reassert that they are Required Changes. In such event, the Developer shall incorporate the content of the County Report into the corresponding revised Design Package, including Disputed Items, but reserving its right to make a claim as described in the General Conditions, and upon complete incorporation of the same, the County shall issue a written approval of such revised Design Package.

.3 The County may accept in writing all or any portion of the Disputed Items set forth in the Disputed Item Notice and shall cause the Developer to prepare a Change Order or Field Order reflecting the contents of the accepted Disputed Items. After execution of such Change Order or Field Order by the Developer and the County, the Developer shall incorporate the Disputed Items included in such Change

Order or Field Order into the corresponding revised Design Package, and upon complete incorporation of the same, the County shall issue a written approval of the revised Design Package. Any portion of a Disputed Item Notice not accepted by the County shall be deemed rejected in the manner provided in subsection .2 above.

.4 In the event the County fails to elect one of the foregoing options within ten (10) business days of receipt of the Disputed Item Notice, the County shall be deemed to have elected the option set forth in subsection .1. The County and Developer shall then have five (5) business days to resolve any outstanding items.

.5 The County and Developer agree that its approval of a Design Package may contain items that the County and the Developer agree are to be incorporated in the next Design Package.

4.6.5 The Developer shall notify the County, in writing, of any dispute it has regarding the County's written rejection of one or more Disputed Items. Such notice shall be given no later than ten (10) days following the Developer's receipt of the County's written rejection. In the event of any such dispute, the same shall be resolved in accordance with the terms and provisions of the General Conditions; it being acknowledged and agreed by the Developer, however, that the disputed Design Package (which the Developer shall nevertheless revise as provided above in order to reflect the content of the County Report and any portion of a Disputed Item Notice accepted by the County) shall be considered governing documents and that the Developer shall continue to perform the Work and shall do so in accordance with the then governing documents. If the Developer fails to provide written notice of its objection to the County's written rejection of a Disputed Item Notice or portion thereof within such (10) day period, then the Developer shall be deemed to have waived any claim for a Change Order or Field Order or a change in the Progress Schedule as a result of the County's rejection of the Disputed Item Notice or portion thereof. In such event, the Developer shall incorporate the content of the County Report and any portion of a Disputed Item Notice accepted by the County into the corresponding Design Package.

4.7 Changes to Approved Design Packages. Once a "completed" Design Package has been reviewed and approved by the County as provided herein, the Developer may make modifications or alterations thereto so long as such modifications or alterations are consistent with or reasonably inferable from the latest approved Design Package; with respect to material changes to approved Design Packages relating to scope, systems, kinds and quality of materials, finishes or equipment, such changes may not be made without the County's prior written approval, except as otherwise specifically provided otherwise in the Contract Documents.

4.8 Construction Administration Services to be Performed by the Design Team

4.8.1 The Developer shall cause the Design Team to visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Developer and the County informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Developer and the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Approved Construction Documents. However, the Design Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Team shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these will be solely the Contractor's rights and responsibilities under the Construction Contract.

4.8.2 The Design Team shall report to the Developer known deviations from the Approved Construction Documents and from the most recent Progress Schedule. However, the Design Team shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Construction Contract. The Design Team shall be responsible for the Design Team's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions

of the Contractor, its subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

ARTICLE 5 CONSTRUCTION WORK

5.1 General Provisions. The Developer agrees that upon execution of the GMP Amendment, it shall be responsible for causing the Contractor to perform and complete the Work in accordance with the Scope of Work to be set forth in the GMP Amendment, as such scope of Work may be further amended pursuant to the provisions of the Contract Documents.

5.2 General Conditions. The General Conditions set forth the Developer's and County's rights and obligations during the construction phase of the Project.

ARTICLE 6 THE COUNTY

6.1. Information and Services Required of the County

6.1.1 The Developer shall not be entitled to rely on directions (nor shall it be required to follow directions) from anyone outside the scope of those persons having authority over the Project, as set forth in the General Conditions or otherwise provided in written notice from the Director.

6.1.2 Whenever the County's consent, approval, satisfaction or determination shall be required or permitted under the Contract Documents with respect to the Developer's performance of the Services or the Work, and this Contract does not expressly state that the County may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract or is implied or required under Applicable Laws.

6.2 Approvals. Approvals and consents required from the County in this Contract do not substitute for regulatory approvals required under Applicable Laws. Regulatory approvals by the County required by Applicable Laws do not substitute for approvals and consents required from the County in this Contract. Any time the Developer's or the County's approval or permission is required by this Contract, such approval or agreement must be in writing and transmitted as provided in Section 12.8 of this Contract. Nothing in this Contract is intended to be, and shall not be construed as, a limitation of the police powers of the County.

6.3 Mandatory Referral

6.3.1 The parties acknowledge that the Project is subject to Mandatory Referral. The County is the party required to submit the project for Mandatory Referral review by the Planning Board; provided, however, that pursuant to the GDA, the County has appointed the Developer as its agent for purposes of filing any documents necessary for Mandatory Referral. The Developer and the County shall comply fully with the Montgomery County Department of Park and Planning Uniform Standards for Mandatory Referral Review, adopted April 19, 2001 as further amended (the "Standards").

6.3.2 The Developer and the County shall meet with the Planning Board to determine what information the Developer, as agent for the County, is required to submit to the Planning Board in addition to the Concept Documents described in Exhibit A. To the extent the County authorizes the Developer to provide elements in the Mandatory Referral package that are not part of the Scope of Services and Work described in Exhibit A, the cost of providing such additional elements shall be paid by the County pursuant to a Change Order or Field Order.

6.3.3 The Mandatory Referral package shall be submitted by the Developer on behalf of the County on or before the date set forth in the Progress Schedule.

6.3.4 After submission of the Mandatory Referral package, the Developer and the County shall cooperatively answer questions of and provide supplemental information to the Planning Board, as well as attend such hearings and meetings as are required by the Planning Board and the Standards.

6.3.5 In the event the Planning Board requests changes to the Schematic Documents submitted as part of Mandatory Referral, the County may direct the Developer to make such changes pursuant to the provisions of Section 4.5.

ARTICLE 7 TIME OF COMMENCEMENT AND COMPLETION

7.1. Notice to Proceed. The Developer shall commence performance of this Contract upon receipt of a Notice to Proceed.

7.2 Liquidated Damages after GMP Date.

7.2.1 County and Developer agree that liquidated damages will not begin to accrue until sixty-nine (69) days beyond the contractual Substantial Completion date (the "LD Holiday Period"). The Developer and the County acknowledge that in the event that the GMP Amendment is executed and the Developer fails to achieve Substantial Completion of the Office Building including Tenant Improvements and/or the Town Square by the Substantial Completion dates established therefor in the Progress Schedule attached to the GMP Amendment, as adjusted, following the LD Holiday Period, the County will incur substantial damages and the extent of such damages is incapable of accurate measurement as of the date of execution of this Contract. Nonetheless, the parties acknowledge that on the date of execution of this Contract, the amounts of liquidated damages set forth in Section 7.2.2 represent a good faith estimate as to the actual potential damages that the County would incur as a result of late Substantial Completion of the Office Building including Tenant Improvements and/or the Town Square. Such liquidated damages shall be the sole and exclusive remedy of the County for late Substantial Completion of the Office Building including Tenant Improvements and/or the Town Square and the County hereby waives all other remedies available at law or in equity with respect to losses resulting from late Substantial Completion; provided, however, that the foregoing shall not limit the County's remedies relating to other non-delay breaches of this Contract as set forth herein. The amount of the liquidated damages calculated hereunder does not include any penalty.

7.2.2 If the Developer fails to achieve Substantial Completion of the Office Building including Tenant Improvements and/or the Town Square on or before the Substantial Completion dates therefor set forth in the Progress Schedule to be attached to the GMP Amendment, as adjusted, for any reason other than Excusable Delays, following the LD Holiday Period, the Developer shall pay to the County liquidated damages in the following amounts for each day of delay:

Office Building Including Tenants Improvements	\$1,000 per day for the first ten (10) days
	\$5,000 per day for each day thereafter
Town Square	\$500 per day

To the extent the County elects to take partial occupancy of the Office Building prior to Substantial Completion of the entire Office Building including Tenant Improvements, the daily liquidated damages, should they accrue following the LD Holiday Period, shall be equitably adjusted based on the percentage of the Office Building occupied by the County. For example, if the Developer is liable for \$5,000 per day liquidated damages, and then the County occupies one half of the Office Building prior to Substantial Completion of the entire Office Building including Tenant Improvements, the daily liquidated damages payable after such occupancy following the LD Holiday Period shall be \$2,500 per day. Payment of liquidated damages shall be made (or credited) as a part of final payment hereunder. The Developer reserves the right to challenge its liability for liquidated damages pursuant to the dispute resolution procedures of this Contract.

7.2.3 The parties acknowledge that the design phase of the Project is a collaborative effort and the parties shall work together and use good faith efforts to meet the dates set forth in the Progress Schedule attached hereto as Exhibit B, but failure on the part of either party to meet such dates shall not be cause for assessment of actual or liquidated damages by either party.

ARTICLE 8 CHANGES

8.1 General. Changes in the Services or the Work shall be accomplished by Change Orders or Field Orders in accordance with the provisions of this Contract and Article 12 of the General Conditions.

8.2 Allowances

8.2.1 The Contract Price shall contain allowances. The parties acknowledge that one of such allowances shall be an allowance for the tenant improvements portion of the Work.

8.2.2 Unless otherwise provided in Exhibit D or the GMP Amendment:

(a) allowances shall cover the cost of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

(b) costs for unloading and handling at the Project site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and

(c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order or Field Order. The amount of the Change Order or Field Order shall reflect (1) the difference between actual costs and the allowances under subsection (a); and (2) adjustment in the Developer Fee on account of changes in the amount of allowances.

.3 Materials and equipment under an allowance shall be selected by the County in sufficient time to avoid delay in the Services and/or the Work. The Developer shall not commence any Services or Work involving allowances until authorized by the County in writing pursuant to Change Order or Field Order.

8.2.3 At a time to be mutually agreed upon by the County and the Developer (but no sooner than ten (10) business days after the Contractor has received bids for the tenant improvements portion of the Work and has delivered its proposal to the Developer, with all supporting documentation, to the Developer) (the "TI Proposal"), the Developer and the County shall review the TI Proposal in a fashion similar to that set forth in Section 3.5 regarding the GMP Proposal, and shall negotiate and enter into a Change Order or Field Order pursuant to the General Conditions that will convert the allowance for the tenant improvements portion of the Work into line items within Contract Price, including an adjustment to Developer Contingency (in the percentage set forth in Section 3.6) and an adjustment to Developer Fee (in the percentage set forth in Section 3.2.1) to the extent the Cost of the Services and Work allocable to the tenant improvements that is greater or less than the allowance set forth in the GMP Amendment. The Developer shall not be required to provide a separate guaranteed maximum price for the tenant improvements portion of the Work.

8.3 Developer Changes prior to the GMP Date. The Developer may make additions to, modifications or amendments of, departures from or changes to the Schematic Design Documents, the Design Development Documents, the Construction Documents or the Approved Construction Documents prior to the GMP Date with the prior written approval of the County. Such approval shall not be unreasonably withheld, conditioned or delayed to the extent such design changes do not materially adversely affect the function or use of the Project and are in general conformance with the Program Requirements or the most recently approved Design Documents, whichever is the most recent.

ARTICLE 9 INSURANCE AND BONDS

9.1 Insurance to be Provided by the Developer. The Developer shall provide the insurance required of it by the provisions of Exhibit G hereto, which shall be reimbursed as Cost of the Services and Work.

9.2 Bonds. See General Conditions and Exhibit F.

ARTICLE 10

DISPUTES

10.1 Disputes between County and Developer. In the event of any dispute arising between the County and the Developer regarding any part of this Contract, or the parties' obligations or performance thereunder, the provisions of the General Conditions shall govern.

10.2 Informal Meeting to Resolve Disputes. Any party may from time to time call an informal, non-binding meeting for the resolution of disputes that would have a material impact on the cost or progress of the Project. Such meeting shall be held at the Developer's site office or a County office, at the election of the party calling the meeting, within three (3) business days of written request therefor, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by the Contract Administrator, the Developer's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. No minutes shall be kept with respect to such meetings.

ARTICLE 11 TERMINATION

See General Conditions.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Use of Words and Phrases. Use of the singular shall include the plural and use of the plural shall include the singular as appropriate. Where this Contract requires the performance of obligations, such performance, unless otherwise stated, may be performed by the party or its contractor or agent on its behalf.

12.2 Construction of Document. All parties to this Contract are represented by counsel and this Contract reflects input from both parties. Therefore, in the event of a dispute over, or any ambiguity of the terms of this Contract, the parties agree that common law rules of construction in favor of one party or against another party shall not apply.

12.3 County Representations and Warranties. The County represents and warrants as follows:

12.3.1 The County is a political subdivision of the State of Maryland and has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Contract. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved, and this Contract and any and all other agreements, documents and instruments contemplated hereby or thereby, each will constitute a valid and binding agreement of the County, enforceable in accordance with its terms.

12.3.2 Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated hereby or thereby will: (1) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the County's Charter or the Montgomery County Code, or any agreement or instrument to which it is a party or (2) constitute a violation of any applicable judgment, decree

or order or, to the County's knowledge, any applicable code, resolution, law, statute, regulation, ordinance or rule.

12.4 Waiver. Waiver of any requirements of this Contract by any party may only be granted by the waiving party pursuant to a formal written waiver executed by the waiving party. Failure of any party to exercise any right or remedy hereunder shall not impair any of its rights nor be deemed a waiver thereof and no waiver of any of its rights shall be deemed to apply to any other such rights nor shall it be effective unless in writing and signed by the waiving party. The foregoing shall not apply to deemed approvals specifically provided for in this Contract or specific waivers set forth herein.

12.5 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of their obligations under this Contract. The parties shall cooperate with each other to ensure the deadlines provided for herein are met.

12.6 Approvals. Where any party's approval is required under this Contract, the party whose approval is required shall not unreasonably withhold, delay or condition the rendering of such approval. If any party disapproves a matter, the reasons for such disapproval must be furnished to the other party in writing concurrently with the disapproval.

12.7 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Contract is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture by or between the County and the Developer or constituting the Developer as the agent or representative of the County for any purpose or in any manner under this Contract, it being understood that the Developer is a separate entity.

12.8 Notices. A notice or communication under this Contract by or between the County and the Developer shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service, or (c) hand delivery (if receipt is evidenced by a signature of the addressee or authorized agent). All notices delivered pursuant to subsection (a) shall be deemed to have been duly served three (3) business days after deposit in the United States mail, and all notices delivered pursuant to subsection (b) and (c) above shall be deemed to have been duly served on the day of receipt, and addressed:

In the case of a notice or communication to the Developer, as follows:

Wheaton/Silver Spring, LLC
c/o Stonebridge/Carras, LLC
7200 Wisconsin Avenue, Suite 700
Bethesda, MD 20814
Attention: Douglas M. Firstenberg

With a copy to:

Bozzuto Development Company
6406 Ivy Lane, Suite 700
Greenbelt, Maryland 20770
Attention: Richard L. Mostyn

With a copy to:

Linowes and Blocher LLP
7200 Wisconsin Avenue, Suite 800
Bethesda, MD 20814
Attention: Richard M. Zeidman

With a copy to:

Gallagher, Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, MD 21201
Attention: Kirsten Woelper, Esq.

In the case of a notice or communication to the County, as follows:

Montgomery County
Department of Transportation, Division of Parking Management
100 Edison Park Drive, 4th Floor
Gaithersburg, MD 20878
Attention: Jose Thommana, Chief

To the extent written notice to the Director is specifically required under this Contract, to the Director as follows:

Montgomery County Government
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850
Attention: Cherri Branson, Director, Office of Procurement

Notices may be addressed to such other address in respect to any of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Section. Any party designated in this Section, by written notice to the other parties, may choose to restrict or modify the types of information and notices otherwise required to be sent to such party.

Notwithstanding the foregoing, in order to expedite the Services and the Work, day-to-day directions or decisions of the County may be communicated by e-mail, to be followed by written notice as set forth above.

12.9 Assignment. Upon notice to the County, The Developer may assign this Agreement to an affiliate of the Developer; provided, however, that no such assignment shall relieve the Developer of its obligations hereunder and after such assignment the Developer and the assignee shall be jointly and severally liable for the Developer's obligations hereunder.

12.10 Titles of Articles, Sections and Subsections. Any titles of the several parts, articles, sections, subsections, paragraphs and subparagraphs of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

12.11 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

12.12 Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Contract call for the performance of any act on or by a date that is not a County business day, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding County business day.

12.13 Incorporation into Contract. The recitals to this Contract as well as all exhibits attached to this Contract are hereby incorporated in this Contract and made a part hereof by this reference.

12.14 State Law. This Contract shall be interpreted in accordance with the laws of the State of Maryland. Notwithstanding anything in the Contract Documents to the contrary, such provisions shall have applicability in the following instances:

Montgomery County Code:

Sec. 11B-27. Performance and payment security - See the General Conditions

Sec. 11B-30. Audit of records - See the General Conditions

12.15 Invalidity of Particular Provisions. If any term, covenant, condition or provision of this Contract, or its application to any person or circumstance shall, at any time, or to any extent, be held to be invalid or unenforceable, then the balance of this Contract shall (except to the extent such result materially changes the obligations or expectations of the parties under the terms of this Contract) not be affected thereby, and under such circumstances each term, covenant, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

12.16 Survival. The terms and provisions of this Contract shall survive the execution and delivery of any deeds regarding the Project.

12.17 Binding Effect. All of the covenants, conditions, and obligations contained in this Contract shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

12.18 Remedies Cumulative. Except as otherwise provided in this Contract with respect to liquidated damages and the waiver of consequential damages set forth in Section 12.19, no remedy under the terms of this Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute.

12.19 Mutual Waiver of Consequential Damages. Except as otherwise expressly provided otherwise herein, the Developer and County waive claims against each other for consequential damages arising out of or relating to this Contract, except to the extent payable and actually paid by insurance relating to the Project. This mutual waiver includes:

- .1 damages incurred by the County for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Developer for losses of financing, business and reputation, and for loss of profit.

Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Contract, or preclude the Developer from recovering carrying costs where specifically provided in this Contract.

12.20 Liability. Notwithstanding anything appearing to the contrary in this Contract, no direct or indirect partner, beneficiary, trustee, member or shareholder of Developer (or any officer, director, agent, member, manager, personal representative, trustee, beneficiary or employee of any such direct or indirect partner, beneficiary, trustee, member or shareholder) shall be personally liable for the performance of the obligations of, or in respect of any claims against, Developer arising under this Contract. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Contract. Notwithstanding anything appearing to the contrary in this Contract, no direct or indirect employee of the County shall be personally liable for the performance of the obligations of, or in respect of any claims against, the County arising under this Contract. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Contract.

12.21 Priority of Documents. In the event of any conflict between the terms of the GDA and the terms of this Contract, the terms of this Contract shall govern. With respect to priority of documents within this Contract, see the General Conditions.

12.22 List of Exhibits.

Exhibit A	Scope of Services and Work (including list of Program Requirements)
Exhibit B	Progress Schedule
Exhibit C	MFD Plan
Exhibit D	Contract Price; Schedule of Values
Exhibit E	Developer Fee Schedule
Exhibit F	Bond Forms
Exhibit G	Insurance Requirements
Exhibit H	General Conditions
Exhibit I	Wheaton Hiring Initiative Area Map
Exhibit J	List of Design Consultants
Exhibit K	List of Applicable Codes

IN WITNESS WHEREOF, the County and Developer have caused this Contract to be duly executed as of the date first above written.

(SIGNATURE PAGE FOLLOWS)

This Contract is effective on the date of execution by the Director, Department of General Services.

Wheaton/Silver Spring, LLC

By: BA Wheaton/Silver Spring, LLC, its Co-Manager

By: Bozzuto Holdings, LLC, its Managing Member

By: _____
Name: _____
Title: _____

By: S/C Wheaton/Silver Spring, LLC, its Co-Manager

By: _____
Name: _____
Title: _____

MONTGOMERY COUNTY, MARYLAND

By: _____
Name: Cherri Branson
Title: Director, Office of Procurement
Date: _____

RECOMMENDED BY:

By: _____
Name: Al Roshdieh
Title: Director, Department of Transportation
Date: _____

APPROVED AS TO FORM AND LEGALITY:
OFFICE OF THE COUNTY ATTORNEY

By: _____
Name: Trevor Ashbarry
Title: Chief, Division of Finance and Procurement
Date: _____

GMP Amendment #1
Wheaton Public Improvements
Exhibit A – Scope of Services and Work
(Including List of Program Documents)

This Exhibit replaces Turnkey Exhibit A in its entirety.

The Project is located within the Wheaton Central Business District (CBD) of Wheaton, MD. The Project is defined in Section 1.1.84 of the General Conditions of Contract.

The Project includes the development of the Town Square, Office Building including tenant fit out and a Parking Garage per the Contract Documents issued as outlined below. As described in general in Turnkey Exhibit A, the Office Building will be of an architectural quality consistent with a Class A office building. The office building is fourteen (14) stories above grade with a four (4) level below grade public parking garage. The office space is approximately 308,000 GSF and the garage configuration will allow for approximately 397 spaces. The office building is to be registered with USGBC as LEED Platinum, as defined in Exhibit H General Conditions Section 1.1.65. The plaza work in front of the building north of Reedie Drive includes a water fountain area and redevelopment of Reedie Drive in front of the building as per the documents. The Town Square will include work South of Reedie Drive on the site of the existing RSC building and surrounding WMATA property.

The project also includes the tenant fit-out for the Maryland National Capital Park and Planning Commission (M-NCPPC), and Montgomery County Department of Permitting Services (DPS), Department of Environmental Protection (DEP), Wheaton Regional Services Center (RSC), Community Use of Public Facilities (CUPF), Department of Health and Human Services, Licensure and Regulatory Service (HHS), and Department of Recreation (Rec). The interior build-out will be developed in accordance with the Program of Requirements for the Tenants (as attached in Annex Two to Exhibit A) and it is general office space including, but not limited to, private offices, conference rooms, support areas and rooms, back-of-house rooms, break rooms, hearing rooms, lobbies, kitchenettes, locker rooms, telecommunication rooms, shared support spaces, and a hearing room with pre-function space. The GMP Amendment #1 Contract Documents do not include drawings and specifications for the tenant fit-out. The GMP will be amended at a later date to include tenant fit-out Contract Documents and will follow per Turnkey General Conditions section 12.2.

List of Design Documents:

PROJECT SPECIFICATIONS AS PREPARED BY GENSLER, DATED APRIL 21, 2017

Section 00 10 15	List of Drawings	12	4/21/17
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DIVISION 01 - GENERAL REQUIREMENTS

Section 01 10 00	Summary	8	4/21/17
Section 01 21 00	Allowances	4	4/21/17
Section 01 23 00	Alternates	2	4/21/17
Section 01 26 00	Contract Modification Procedures	2	4/21/17

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Section 01 26 13	Requests for Information (RFI's)	2	4/21/17
Section 01 29 00	Payment Procedures	4	4/21/17
Section 01 31 00	Project Management and Coordination	6	4/21/17
Section 01 31 14.13	Coordination Drawings	4	4/21/17
Section 01 32 16	Network Analysis Schedules ⁽⁰⁾ (Revision 1)	12	4/21/17
Section 01 32 33	Photographic Documentation	2	4/21/17
Section 01 32 90	Field Engineering	2	4/21/17
Section 01 33 00	Submittal Procedures	12	4/21/17
Section 01 40 00	Quality Requirements	8	4/21/17
Section 01 42 00	References	8	4/21/17
Section 01 50 00	Temporary Facilities and Controls	10	4/21/17
Section 01 60 00	Product Requirements	10	4/21/17
Section 01 74 19	Construction Waste Management and Disposal	4	4/21/17
Section 01 77 00	Closeout Procedures	8	4/21/17
Section 01 81 13	Sustainable Design Requirements	10	4/21/17

DIVISION 02 - EXISTING CONDITIONS (Not Used)

DIVISION 03 - CONCRETE

Section 03 30 00	Cast-In-Place Concrete ⁽¹⁾	23	4/21/17
Section 03 33 00	Architectural Concrete for Sitework ⁽³⁾	10	4/21/17
Section 03 48 00	Precast Architectural Concrete Specialties for Sitework ⁽³⁾	9	4/21/17
Section 03 38 16	Unbonded Post Tensioned Concrete ⁽¹⁾	9	4/21/17
Section 03 54 16	Hydraulic Cement Underlayment	6	4/21/17

DIVISION 04 – MASONRY

Section 04 20 00	Unit Masonry	18	4/21/17
Section 04 42 00	Exterior Façade Stone Cladding	18	4/21/17
Section 04 43 13	Stone Masonry Veneer for Sitework ⁽³⁾	10	4/21/17

DIVISION 05 – METALS

Section 05 12 00	Structural Steel Framing ⁽¹⁾	10	4/21/17
Section 05 40 00	Cold-Formed Metal Framing	10	4/21/17
Section 05 50 00	Metal Fabrications	18	4/21/17
Section 05 50 13	Metal Fabrications for Sitework ⁽³⁾	6	4/21/17
Section 05 51 00	Metal Stairs	10	4/21/17
Section 05 52 13	PICe and Tube Railings	11	4/21/17
Section 05 70 00	Decorative Metal	7	4/21/17
Section 05 70 13	Exterior Decorative Metal for Sitework ⁽³⁾	6	4/21/17
Section 05 71 00	Decorative Metal Stairs	9	4/21/17
Section 05 73 00	Decorative Metal Railings for Sitework ⁽³⁾	7	4/21/17
Section 05 73 13	Glazed Decorative Metal Railings	13	4/21/17
Section 05 75 00	Decorative Formed Metal	9	4/21/17

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

Section 06 10 53	Miscellaneous Rough Carpentry	8	4/21/17
Section 06 16 43	Gypsum Sheathing	6	4/21/17

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Section 06 20 13	Exterior Finish Carpentry ⁽³⁾	4	4/21/17
Section 06 26 14	Mineral Profile Paneling	6	4/21/17
Section 06 40 23	Interior Architectural Woodwork	20	4/21/17

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 11 13	Bituminous Dampproofing	4	4/21/17
Section 07 13 26	Self-Adhering Sheet Waterproofing ⁽³⁾	4	4/21/17
Section 07 14 13	Hot Fluid Applied Rubberized Asphalt Waterproofing	11	4/21/17
Section 07 17 00	Bentonite Waterproofing	20	4/21/17
Section 07 18 00	Traffic Coatings	6	4/21/17
Section 07 21 00	Thermal Insulation	8	4/21/17
Section 07 27 26	Fluid-Applied Membrane Air Barriers	8	4/21/17
Section 07 42 13	Metal Wall Panels	16	4/21/17
Section 07 42 47	Ultra High Performance Concrete Panels	10	4/21/17
Section 07 52 16	Styrene-Butadiene Styrene (SBS) Modified Membrane Roofing	10	4/21/17
Section 07 55 56	Fluid Applied Protected Roofing Systems	14	4/21/17
Section 07 55 63	Vegetative Protected Fluid Applied Membrane Roofing	15	4/21/17
Section 07 62 00	Sheet Metal Flashing and Trim	12	4/21/17
Section 07 84 13	Penetration Firestopping	14	4/21/17
Section 07 84 46	Fire Resistive Joint Systems	8	4/21/17
Section 07 92 00	Joint Sealants	16	4/21/17

DIVISION 08 - OPENINGS

Section 08 11 13	Hollow Metal Doors and Frames	12	4/21/17
Section 08 17 14	Fire Rated Glass and Framing Systems	10	4/21/17
Section 08 31 13	Access Doors and Frames	6	4/21/17
Section 08 33 23	Overhead Coiling Doors	10	4/21/17
Section 08 33 26	Overhead Coiling Grilles	9	4/21/17
Section 08 39 50	Ballistic Resistant Door Assemblies	9	4/21/17
Section 08 41 13	Aluminum Framed Entrances and Storefronts	8	4/21/17
Section 08 42 33	Revolving Door Entrances	8	4/21/17
Section 08 44 13	Glazed Aluminum Curtain Walls	36	4/21/17
Section 08 71 00	Door Hardware	24	4/21/17
Section 08 80 00	Glazing	20	4/21/17
Section 08 83 00	Mirrors	7	4/21/17
Section 08 91 19	Fixed Louvers	8	4/21/17

DIVISION 09 - FINISHES

Section 09 21 16	Gypsum Board Shaft Wall Assemblies	8	4/21/17
Section 09 22 16	Non-Structural Metal Framing	10	4/21/17
Section 09 29 00	Gypsum Board	12	4/21/17
Section 09 30 00	Tiling	16	4/21/17
Section 09 51 13	Acoustical Panel Ceilings	10	4/21/17
Section 09 51 33	Modular Metal Ceilings	9	4/21/17
Section 09 54 23	Linear Wood Ceilings	9	4/21/17
Section 09 60 00	Interior Stonework	17	4/21/17

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Section 09 61 23	Concrete Flooring Treatment	3	4/21/17
Section 09 65 13	Resilient Wall Base and Accessories	8	4/21/17
Section 09 65 19	Resilient Sheet Flooring	6	4/21/17
Section 09 66 23	Resin Matrix Terrazzo Flooring	12	4/21/17
Section 09 77 13	Stretched Fabric Wall Systems	6	4/21/17
Section 09 91 13	Exterior Painting	10	4/21/17
Section 09 91 23	Interior Painting	14	4/21/17

DIVISION 10 - SPECIALTIES

Section 10 21 13	Toilet Compartments	7	4/21/17
Section 10 28 00	Toilet Accessories	4	4/21/17
Section 10 44 00	Fire Protection Specialties	6	4/21/17
Section 10 71 13	Exterior Sun Control Devices	6	4/21/17
Section 10 75 16	Ground-Set Flagpoles ⁽³⁾	4	4/21/17
Section 10 81 13	Bird Control Devices	6	4/21/17

DIVISION 11 - EQUIPMENT

Section 11 13 00	Loading Dock Equipment	8	4/21/17
Section 11 24 23	Window Washing Systems	8	4/21/17

DIVISION 12 - FURNISHINGS

Section 12 48 13	Entrance Floor Mats	4	4/21/17
Section 12 48 16	Entrance Floor Grilles	6	4/21/17
Section 12 90 00	Building Accessories	2	4/21/17

DIVISION 13 - SPECIAL CONSTRUCTION (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

Section 14 21 00	Traction Elevators ⁽²⁾	31	4/21/17
Section 14 24 00	Hydraulic Elevators ⁽²⁾	30	4/21/17

DIVISIONS 15 - 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

Section 21 05 00	Common Work Results for Fire Suppression	14	4/21/17
Section 21 05 13	Common Motor Requirements for Fire Suppression Equipment	4	4/21/17
Section 21 05 48	Vibration and Seismic Controls for Fire Suppression Piping and Equipment	4	4/21/17
Section 21 12 00	Fire Suppression Standpipes	22	4/21/17
Section 21 13 13	Wet-pipe Sprinkler Systems	28	4/21/17
Section 21 13 16	Dry-pipe Sprinkler Systems	24	4/21/17
Section 21 31 13	Electric-drive, Centrifugal Fire Pumps	8	4/21/17
Section 21 34 00	Pressure-maintenance Pumps	4	4/21/17
Section 21 39 00	Controllers for Fire – Pump Drivers	14	4/21/17

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DIVISION 22 – PLUMBING

Section 22 05 00	Common work results for plumbing	30	4/21/17
Section 22 05 13	common motor requirements for plumbing equipment	4	4/21/17
Section 22 05 16	expansion fittings for plumbing piping	6	4/21/17
Section 22 05 19	meters and gages for plumbing piping	6	4/21/17
Section 22 05 23	general-duty valves for plumbing piping	14	4/21/17
Section 22 05 29	hangers and supports for plumbing piping and equipment	16	4/21/17
Section 22 05 33	heat tracing for plumbing piping	6	4/21/17
Section 22 05 48	vibration controls for plumbing piping and equipment	6	4/21/17
Section 22 05 53	identification for plumbing piping and equipment	8	4/21/17
Section 22 07 00	plumbing insulation	18	4/21/17
Section 22 08 00	commissioning of plumbing systems	4	4/21/17
Section 22 11 13	facility water distribution piping	20	4/21/17
Section 22 11 16	domestic water piping	10	4/21/17
Section 22 11 19	domestic water piping specialties	12	4/21/17
Section 22 11 23	domestic water pumps	6	4/21/17
Section 22 11 23.13	domestic-water packaged booster pumps	18	4/21/17
Section 22 12 23	facility indoor potable-water storage tanks	8	4/21/17
Section 22 13 16	storm, sanitary waste and vent piping	14	4/21/17
Section 22 13 19	sanitary waste piping specialties	14	4/21/17
Section 22 13 29	sanitary sewerage pumps	10	4/21/17
Section 22 14 23	storm drainage piping specialties	14	4/21/17
Section 22 14 29	sump pumps	8	4/21/17
Section 22 33 00	electric domestic water heaters	6	4/21/17
Section 22 40 00	plumbing fixtures	12	4/21/17
Section 22 45 00	emergency plumbing fixtures	6	4/21/17
Section 22 51 95	Natural Gas Piping	32	4/21/17

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING

Section 23 05 00	General Requirements for Division 23 Work	16	4/21/17
Section 23 05 10	Electric Motors and Controllers	11	4/21/17
Section 23 05 23	HVAC Piping Systems and Accessories	16	4/21/17
Section 23 05 29	HVAC Pipe Hangers and Supports	8	4/21/17
Section 23 05 48	Sound and Vibration Control	12	4/21/17
Section 23 05 53	Identification	4	4/21/17
Section 23 05 93	Testing, Adjusting, and Balancing	10	4/21/17
Section 23 07 00	Insulation	8	4/21/17
Section 23 08 00	Commissioning of HVAC System	24	4/21/17
Section 23 09 00A	Main Automatic Temperature Controls	33	4/21/17
Section 23 09 00B	Garage Automatic Temperature Controls	32	4/21/17
Section 23 09 10	Sequence of Operations	24	4/21/17
Section 23 11 13	Fuel Oil Storage	4	4/21/17
Section 23 18 90	Dolphin System	12	4/21/17
Section 23 21 23	Pumps	4	4/21/17
Section 23 23 00	Refrigerant Monitoring	4	4/21/17

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Section 23 25 00	Pipe Cleaning, Sterilization, and Water Treatment	14	4/21/17
Section 23 31 19	Sound Absorbing Sections	4	4/21/17
Section 23 33 00	Air Distribution Equipment and Accessories	18	4/21/17
Section 23 33 10	Air Duct Accessories ⁽⁴⁾	6	4/21/17
Section 23 34 13	Fans	8	4/21/17
Section 23 36 00	Air Terminal Equipment	6	4/21/17
Section 23 41 00	Filters	4	4/21/17
Section 23 52 16	Condensing Boilers	10	4/21/17
Section 23 57 00	Heat Exchangers	4	4/21/17
Section 23 57 33	Direct Geo-Exchange Ground Heat Exchanger	20	4/21/17
Section 23 64 24	Water Source Modular heat recovery chiller	14	4/21/17
Section 23 65 00	Cooling Towers	7	4/21/17
Section 23 73 13	Air Handling Units	9	4/21/17
Section 23 81 13	Packaged Terminal Units	4	4/21/17
Section 23 81 26	Split-System Air-Conditioners	8	4/21/17
Section 23 81 46	Water Cooled Packaged Air Conditioning Units	6	4/21/17
Section 23 82 16	Coils	4	4/21/17
Section 23 82 39	Electric Heating Equipment and Accessories	6	4/21/17
Section 23 83 16	Radiant-Heating-Hydronic Piping	6	4/21/17

DIVISION 24 and 25 (Not Used)

DIVISION 26 - ELECTRICAL

Section 26 05 00	general requirements and common work results for electrical systems	26	4/21/17
Section 26 05 19	low-voltage electrical power conductors and cables	8	4/21/17
Section 26 05 26	grounding and bonding for electrical systems	10	4/21/17
Section 26 05 29	hangers and supports for electrical systems	6	4/21/17
Section 26 05 33	raceways and boxes for electrical systems	16	4/21/17
Section 26 05 43	underground ducts and raceways for electrical systems	16	4/21/17
Section 26 05 44	sleeves and sleeve seals for electrical raceways and cabling	6	4/21/17
Section 26 05 53	identification for electrical systems	10	4/21/17
Section 26 05 72	overcurrent protective device short circuit, coordination, and arc flash study	18	4/21/17
Section 26 06 00	electrical utility service	4	4/21/17
Section 26 06 15	stand by electrical service	2	4/21/17
Section 26 09 36	Lobby Modular Lighting Control Systems	6	4/21/17
Section 26 22 00	dry type low-voltage transformers	8	4/21/17
Section 26 24 13	switchboards	14	4/21/17
Section 26 24 16	branch circuit panelboards	14	4/21/17
Section 26 25 00	enclosed bus assemblies	8	4/21/17
Section 26 27 13	electricity metering	4	4/21/17
Section 26 27 26	wiring devices	16	4/21/17
Section 26 28 13	fuses	6	4/21/17
Section 26 28 16	enclosed switches and circuit breakers	8	4/21/17
Section 26 29 13	enclosed controllers	14	4/21/17

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Section 26 32 13	engine generators (natural gas)	18	4/21/17
Section 26 32 13	engine generators (diesel)	20	4/21/17
Section 26 35 26	Harmonic Filters	6	4/21/17
Section 26 36 00	transfer switches	14	4/21/17
Section 26 41 13	lightning protection for structures	6	4/21/17
Section 26 43 13	surge protection for low-voltage electrical power circuits	6	4/21/17
Section 26 51 00	interior lighting	16	4/21/17
Section 26 56 00	exterior lighting	12	4/21/17
Section 26 70 00	addressable fire detection and alarm system – high rise	36	4/21/17
Section 26 75 00	telephone and communication systems rough in	4	4/21/17
Section 26 80 00	miscellaneous electrical equipment	4	4/21/17
Section 26 90 00	electrical testing	4	4/21/17
Section 26 95 00	submittal and documentation requirements for electrical systems	4	4/21/17

DIVISION 27 - COMMUNICATIONS

Section 27 05 00	Common Work Results for Communications ⁽⁴⁾	26	4/21/17
Section 27 11 00	Communications Equipment Room Fittings ⁽⁴⁾	15	4/21/17
Section 27 13 00	Communications Backbone Cabling ⁽⁴⁾	17	4/21/17
Section 27 15 00	Communications Horizontal Cabling ⁽⁴⁾	22	4/21/17

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

Section 28 05 00	Electronic Access Control and Intrusion Detection ⁽⁵⁾	27	4/21/17
Section 28 10 00	Common Work Results for Electronic Safety and Security ⁽⁵⁾	38	4/21/17
Section 28 20 00	Electronic Surveillance ⁽⁵⁾	18	4/21/17

DIVISION 29 and 30 (Not Used)

DIVISION 31 – EARTHWORK

Section 31 00 00	Building Earthwork	16	4/21/17
Section 31 68 00	Ground Tie Down Anchors ⁽¹⁾ (Revision 1)	20	4/21/17

DIVISION 32 - SITEIMPROVEMENTS

Section 32 13 16	Decorative Concrete Paving ⁽³⁾	11	4/21/17
Section 32 14 00	Unit Paving ⁽³⁾	5	4/21/17
Section 32 14 40	Exterior Stone Paving ⁽³⁾	8	4/21/17
Section 32 14 43	Permeable Unit Paving ⁽³⁾	5	4/21/17
Section 32 33 00	Site Furnishings ⁽³⁾	5	4/21/17
Section 32 91 00	Soils ⁽³⁾	13	4/21/17
Section 32 92 00	Turf and Grasses ⁽³⁾	7	4/21/17
Section 32 93 00	Plants ⁽³⁾	17	4/21/17
Section 32 97 50	Extensive Green Roof Planting ⁽³⁾	5	4/21/17
Section 33 49 23	Geocellular Storm Drainage Retention Structures ⁽³⁾	9	4/21/17

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GENERAL SHEETS

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G00.01	DRAWING INDEX	4/21/17
G00.02	PROJECT INFO.	4/21/17

CIVIL

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C01	COVER SHEET	4/21/17
C02	NOTES & LEGENDS	4/21/17
C03	PHASE I – DEMO SEDIMENT CONTROL PLAN	4/21/17
C04	PHASE II GEOTHERMAL WELLS	4/21/17
C05	PHASE III SHEETING AND SHORING	4/21/17
C06	NOTES	4/21/17
C07	DETAILS	4/21/17
C08	COVER SHEET	4/21/17
C09	EXISTING CONDITIONS AND DEMOLITION PLAN	4/21/17
C10	SOE / FOUNDATION PUBLIC IMPROVEMENT PLAN	4/21/17
C11	SHEETING AND SHORING CROSS SECTIONS	4/21/17
C12	DETAILS	4/21/17
C13	SOE / FOUNDATION TREE SAVE PLAN	4/21/17
C14	PHASE I - DEMO TRAFFIC CONTROL PLAN	4/21/17
C15	PHASE II SOE/FOUNDATION TRAFFIC CONTROL PLAN	4/21/17
C16	NOTES AND DETAILS	4/21/17
C17	COVER SHEET	4/21/17
C18	NOTES AND LEGENDS	4/21/17
C19	PHASE III EROSION AND SEDIMENT CONTROL PLAN	4/21/17
C20	GRADING AND BIO-RETENTION PLAN	4/21/17
C21	SEDIMENT CONTROL DETAILS	4/21/17
C22	MICRO-BIORETENTION SECTIONS	4/21/17
C23	PROPOSED DRAINAGE AREA MAP	4/21/17
C24	STORM DRAIN NOTES & SCHEDULES	4/21/17
C25	STORM DRAIN PROFILES	4/21/17
C26	STORM DRAIN PROFILES	4/21/17
C27	STORM DRAIN PROFILES	4/21/17
C28	STORM DRAIN PROFILES	4/21/17
C29	SITE DETAILS	4/21/17
C30	COVER SHEET	4/21/17
C31	EXISTING CONDITIONS AND DEMOLITION PLAN	4/21/17
C32	PUBLIC IMPROVEMENT COMPOSITE PLAN	4/21/17
C33	PUBLIC IMPROVEMENT PLAN GRANDVIEW AVE.	4/21/17
C34	PUBLIC IMPROVEMENT PLAN REEDIE DR.	4/21/17
C35	PUBLIC IMPROVEMENT PLAN TRIANGLE LN.	4/21/17

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C36	PUBLIC IMPROVEMENT PLAN ENNALLS AVE.	4/21/17
C37	STORM DRAIN NOTES & SCHEDULES	4/21/17
C38	STORM DRAIN PROFILES	4/21/17
C39	STORM DRAIN PROFILES	4/21/17
C40	STORM DRAIN PROFILES	4/21/17
C41	STORM DRAIN PROFILES	4/21/17
C42	DETAILS	4/21/17
C43	ROADSIDE TREE PLAN	4/21/17
C44	ROADSIDE TREE PLAN NOTES & DETAILS	4/21/17
C45	STREET LIGHT PLAN	4/21/17
C46	LIGHTING NOTES & DETAILS	4/21/17
C47	LIGHTING NOTES & DETAILS	4/21/17
C48	SITE UTILITY PLAN	4/21/17
C49	SITE UTILITY PLAN	4/21/17
C50	FIRE HYDRANT RELOCATION	4/21/17
C51	SEP COMPOSITE PLAN	4/21/17
C52	SEP WATER/SEWER SYSTEM EXTENSION PLAN	4/21/17
C53	SEP WATER/SEWER SYSTEM EXTENSION PLAN	4/21/17
C54	SEP WATER/SEWER SYSTEM EXTENSION PLAN	4/21/17
C55	SEP WATER/SEWER SYSTEM EXTENSION PLAN	4/21/17
C56	SHA MAINTENANCE OF TRAFFIC DETAILS	4/21/17
C57	PHASE III TRAFFIC CONTROL PLAN	4/21/17
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C61	PHASE VII TRAFFIC CONTROL PLAN	4/21/17
C62	PHASE VIII ENNALLS TRAFFIC CONTROL PLAN	4/21/17
C63	NOTES AND SCHEDULES	4/21/17
C64	TEMPORARY FIRE DEPARTMENT ACCESS PLAN FOR SOE/FOUNDATION	4/21/17
C65	FIRE DEPARTMENT ACCESS PLAN	4/21/17

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L1.02	MATERIALS PLAN - AREA 2	4/21/17
L1.03	MATERIALS PLAN - AREA 3	4/21/17
L2.01	LAYOUT PLAN - AREA 1	4/21/17
L2.02	LAYOUT PLAN - AREA 2	4/21/17
L2.03	LAYOUT PLAN - AREA 3	4/21/17
L3.01	GRADING PLAN - AREA 1	4/21/17
L3.02	GRADING PLAN - AREA 2	4/21/17
L3.03	GRADING PLAN - AREA 3	4/21/17
L4.01	SITE SECTIONS	4/21/17
L5.01	SITE WALL - REFERENCE PLAN	4/21/17

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L5.02	WALL ELEVATIONS	4/21/17
L5.03	WALL DETAILS	4/21/17
L5.04	WALL DETAILS	4/21/17
L6.01	RAMP NOT INCLUDED	4/21/17
L6.02	RAMP NOT INCLUDED	4/21/17
L6.03	RAMP NOT INCLUDED	4/21/17
L6.04	RAMP NOT INCLUDED	4/21/17
L6.05	RAMP NOT INCLUDED	4/21/17
L6.06	RAMP NOT INCLUDED	4/21/17
L7.01	PAVING DETAILS	4/21/17
L7.02	SITE DETAILS	4/21/17
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L7.05	PLINTH PLANS	4/21/17
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L8.04	PLANTING PLAN - ROOF	4/21/17
L9.01	PLANTING DETAILS	4/21/17

ARCHITECTURE

A00.03	SYMBOLS NOTES	4/21/17
A00.04	MOUNT LOCATION	4/21/17
A00.10	CODE DWGS	4/21/17
A00.11	CODE DWGS	4/21/17
A00.12	CODE DWGS	4/21/17
A00.13	CODE DWGS	4/21/17
A00.20	FINISH LEGEND	4/21/17
A00.21	ROOM SCHEDULE	4/21/17
A00.30	DOOR SCHEDULE	4/21/17
A00.30A	DOOR HARDWARE	4/21/17
A00.30B	DOOR HARDWARE	4/21/17
A00.31	DOOR DTLS	4/21/17
A00.32	GLAZING SCHED.	4/21/17
A00.33	GLAZING SCHED.	4/21/17
A00.40	PARTITION TYPE	4/21/17
A00.41	PARTITION TYPE	4/21/17
A00.42	UL DESIGN	4/21/17
A00.43	UL DESIGN	4/21/17
A00.44	UL DESIGN	4/21/17
A00.45	UL DESIGN	4/21/17
A00.50	ARCH SITE PLAN	4/21/17

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A00.51	BLDG VIEWS	4/21/17
A00.61	BLDG ENVELOPE	4/21/17
A00.62	BLDG ENVELOPE	4/21/17
A00.P4	EOS LP4	4/21/17
A00.P3	EOS LP3	4/21/17
A00.P2	EOS LP2	4/21/17
A00.P1	EOS LP1	4/21/17
A00.P0	EOS LP0	4/21/17
A00.80	COLUMN LOCATION PLAN	4/21/17
A00.81	EOS L1	4/21/17
A00.82	EOS L02	4/21/17
A00.83	EOS L03	4/21/17
A00.84	EOS L04	4/21/17
A00.85	EOS L5, 9, 13	4/21/17
A00.86	EOS L6, 10	4/21/17
A00.88	EOS L7, 11	4/21/17
A00.89	EOS L8, 12	4/21/17
A00.94	EOS L14	4/21/17
A00.95	EOS PH	4/21/17
A00.96	EOS EQUIP	4/21/17
A00.97	EOS ROOF	4/21/17
A01.P4	PLAN LP4	4/21/17
A01.P3	PLAN LP3	4/21/17
A01.P2	PLAN LP2	4/21/17
A01.P1	PLAN LP1	4/21/17
A01.P0	PLAN LP0	4/21/17
A01.01	PLAN L01	4/21/17
A01.02	PLAN L02	4/21/17
A01.03	PLAN L03	4/21/17
A01.04	PLAN L04	4/21/17
A01.05	PLAN L5, 6	4/21/17
A01.07	PLAN L7, 8	4/21/17
A01.09	PLAN L9, 10	4/21/17
A01.11	PLAN L11, 12	4/21/17
A01.13	PLAN L13, 14	4/21/17
A01.15	PLAN PH	4/21/17
A01.16	PLAN EQUIP	4/21/17
A01.17	PLAN ROOF	4/21/17
A02.P1	RCP LP1	4/21/17
A02.01	RCP L01	4/21/17
A02.02	RCP L02	4/21/17
A02.05	RCP L05	4/21/17
A02.15	RCP PH	4/21/17
A03.00	ELEVATION - W	4/21/17
A03.01	ELEVATION - S	4/21/17

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A03.02	ELEVATION - E	4/21/17
A03.03	ELEVATION - N	4/21/17
A03.10	BLDG SECT-S/N	4/21/17
A03.11	BLDG SECT-S/N	4/21/17
A03.12	BLDG SECT-E/W	4/21/17
A03.13	BLDG SECT-E/W	4/21/17
A03.14	BLDG SECT	4/21/17
A03.20	WALL SECTION	4/21/17
A03.21	WALL SECTION	4/21/17
A03.22	WALL SECTION	4/21/17
A03.23	WALL SECTION	4/21/17
A04.00	DET-RAINSCEEN	4/21/17
A04.01	DET- PKG ENTRY	4/21/17
A04.02	DET- RAINSCREEN	4/21/17
A04.03	DET- RAINSCREEN	4/21/17
A04.04	DET-RAINSCEEN	4/21/17
A04.05	DET-STRFR	4/21/17
A04.06	DET-BAY WDW	4/21/17
A04.07	DET-BAY WDW	4/21/17
A04.08	DET-BAY WDW	4/21/17
A04.09	DET-STRFR	4/21/17
A04.10	DET-STRFR	4/21/17
A04.12	DET-LOBBY	4/21/17
A04.13	DET- BAY WDW	4/21/17
A04.14	DET-CURT.WALL	4/21/17
A04.15	DET-CURT. WALL	4/21/17
A04.16	DET-RAINSCEEN	4/21/17
A04.17	DET-AUDITORIUM	4/21/17
A04.18	DET-RET STRFR	4/21/17
A04.19	DET-RAINSCEEN	4/21/17
A04.20	DET-RAINSCEEN	4/21/17
A04.21	DET-RET STRFR	4/21/17
A04.22	DET-RET STRFR	4/21/17
A04.23	DET-STRFR	4/21/17
A04.24	DET-CURT.WALL	4/21/17
A04.25	DET-CURT.WALL	4/21/17
A04.26	DET-RET STRFR	4/21/17
A04.27	DET-PKG ELEVATOR	4/21/17
A04.30	DET-LOADING DOOR	4/21/17
A04.50	DET-PH	4/21/17
A04.51	DET-PH	4/21/17
A05.00	DET-RAINSCEEN	4/21/17
A05.01	DET-BAY WDW	4/21/17
A05.02	DET-BROW	4/21/17
A05.03	DET-PH	4/21/17

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A05.04	DET-PH	4/21/17
A05.05	DET PH	4/21/17
A05.10	DET-RAINSSCREEN	4/21/17
A05.11	DET-EXTERIOR WALL	4/21/17
A05.20	DET-TYP	4/21/17
A05.30	WTRPRF DTLS	4/21/17
A05.31	WTRPRF DTLS	4/21/17
A05.32	ROOFING DETAILS	4/21/17
A05.40	REVOLVING DOOR DTLS	4/21/17
A05.50	DET-ENTRY CANOPIES	4/21/17
A06.00	LOBBY	4/21/17
A06.01	LOBBY	4/21/17
A06.02	LOBBY	4/21/17
A06.03	LOBBY	4/21/17
A06.04	LOBBY	4/21/17
A06.05	LOBBY GREENWALL	4/21/17
A06.06	LOBBY RCPTN DESK	4/21/17
A06.10	STAIR-LOBBY	4/21/17
A06.11	LOBBY STAIR DETAILS	4/21/17
A06.12	LOBBY STAIR DETAILS	4/21/17
A06.20	CORE L1	4/21/17
A06.21	CORE L2	4/21/17
A06.22	CORE L3-14	4/21/17
A06.23	CORE ELEVATOR	4/21/17
A06.30	RESTROOM	4/21/17
A06.31	TYP RESTROOM	4/21/17
A06.50	LOADING DOCK & GARAGE AIR INTAKE	4/21/17
A06.61	GARAGE DETAILS	4/21/17
A07.00	STAIR	4/21/17
A07.01	STAIR	4/21/17
A07.02	STAIR-GARAGE	4/21/17
A07.03	STAIR-GARAGE	4/21/17
A07.10	STAIR-DETAILS	4/21/17
A07.11	STAIR-DETAILS	4/21/17
A07.20	ELEVATOR PLAN	4/21/17
A07.21	ELEVATOR SECT.	4/21/17
A07.22	ELEVATOR INT.	4/21/17
A07.23	ELEVATOR DET.	4/21/17
A08.00	INTERIOR DETAILS	4/21/17
A08.01	INTERIOR DETAILS	4/21/17
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S00.01	STRUCTURAL NOTES	4/21/17
S00.02	TYPICAL FOUNDATION DETAILS	4/21/17
S00.03	TYPICAL CONCRETE DETAILS	4/21/17

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S00.05	TYPICAL PT DETAILS	4/21/17
S00.06	TYIPCAL PT DETAILS	4/21/17
S00.07	TYPICAL MASONRY DETAILS	4/21/17
S00.10P4	LEVEL P4 FOUNDATION PLAN	4/21/17
S00.11P3	LEVEL P3 FRAMING PLAN	4/21/17
S00.12P2	LEVEL P2 FRAMING PLAN	4/21/17
S00.13P1	LEVEL P1 FRAMING PLAN	4/21/17
S00.14P0	LEVEL P0 FRAMING PLAN	5/02/17
S01.01	LEVEL 01 FRAMING PLAN	5/02/17
S01.02	LEVEL 02 FRAMING PLAN	4/21/17
S01.03	LEVEL 03 FRAMING PLAN	4/21/17
S01.04	LEVEL 04 FRAMING PLAN	4/21/17
S01.05	TYPICAL FRAMING PLAN (LEVEL 05, 06, 09, & 10)	4/21/17
S01.07	TYPICAL FRAMING PLAN (LEVEL 07, 08, 11, & 12)	4/21/17
S01.14	PENTHOUSE ROOF FRAMING PLAN	4/21/17
S01.15	EQUIPMENT FRAMING PLAN	4/21/17
S01.16	ROOF FRAMING PLAN	4/21/17
S02.00	COLUMN DETAILS	4/21/17
S02.01	COLUMN SCHEDULE	4/21/17
S02.02	COLUMN SCHEDULE	4/21/17
S02.10	BEAM SCHEDULES AND DETAILS	4/21/17
S02.20	SHEAR WALLS	4/21/17
S03.01	FOUNDATION SECTIONS	5/02/17
S03.02	FOUNDATION SECTIONS	4/21/17
S03.03	FOUNDATION SECTIONS	5/02/17
S04.01	STAIR SECTIONS	4/21/17
S04.02	STAIR SECTION	4/21/17
S05.01	BUILDING SECTIONS	5/02/17
S05.02	BUILDING SECTIONS	4/21/17

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M00.01	MECHANICAL COVER SHEET	4/21/17
M00.02	MECHANICAL CALCULATION SHEET	4/21/17
M00.03	MECHANICAL ENERGY COMPLIANCE SHEET	4/21/17
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M01.P3	MECHANICAL PLANS LEVEL P3	4/21/17
M01.P2	MECHANICAL PLANS LEVEL P2	4/21/17
M01.P1	MECHANICAL PLANS LEVEL P0 AND P1	4/21/17
M01.01	MECHANICAL PLANS LEVEL 01	4/21/17
M01.02	MECHANICAL PLANS LEVEL 02	4/21/17
M01.03	MECHANICAL PLANS LEVEL 03	4/26/17
M01.04	MECHANICAL TYPICAL FLOOR PLAN (LEVEL 04, 07, 08, 11 & 12)	4/26/17
M01.05	MECHANICAL TYPICAL FLOOR PLAN (LEVEL 05, 06, 09 & 10)	4/26/17
M01.06	MECHANICAL PLANS LEVEL 12	4/26/17

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M01.08	MECHANICAL PLANS LEVEL 14	4/26/17
M01.09	MECHANICAL PENTHOUSE PLAN	4/21/17
M04.01	MECHANICAL CORE PLANS LEVELS 02 - 05	4/21/17
M04.02	MECHANICAL CORE PLANS LEVELS 06 - 11	4/21/17
M04.03	MECHANICAL CORE PLANS LEVELS 12 -14	4/21/17
M05.01	MECHANICAL DETAIL SHEET	4/21/17
M05.02	MECHANICAL DETAIL SHEET	4/21/17
M05.03	MECHANICAL DETAIL SHEET	4/21/17
M05.04	MECHANICAL DETAIL SHEET	4/21/17
M06.01	MECHANICAL SCHEDULE SHEET	4/21/17
M06.02	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.03	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.04	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.05	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.06	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.07	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.08	MECHANICAL SCHEMATIC SHEET	4/21/17
M06.09	MECHANICAL SCHEMATIC SHEET	4/21/17
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P00.01	PLUMBING COVER SHEET	4/21/17
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P01.P2	PLUMBING PLAN LEVEL P2	4/21/17
P01.P1	PLUMBING PLAN LEVEL P1	4/21/17
P01.01	PLUMBING PLAN LEVEL 01	4/21/17
P01.02	PLUMBING PLAN LEVEL 02	4/21/17
P01.03	PLUMBING PLAN LEVEL 03	4/21/17
P01.04	PLUMBING TYPICAL FLOOR PLAN (LEVEL 04, 07, 08, 11 & 12)	4/21/17
P01.05	PLUMBING TYPICAL FLOOR PLAN (LEVELS 05, 06, 09 & 10)	4/21/17
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P03.01	PLUMBING TYPICAL CORE PLAN	4/21/17
P05.01	PLUMBING DETAIL SHEET	4/21/17
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P05.03	PLUMBING DETAIL SHEET	4/21/17
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P06.01	PLUMBING RISER DIAGRAMS	4/21/17
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E00.15	ELECTRICAL LIGHTING CALCULATION	4/21/17
E00.16	ELECTRICAL LIGHTING CALCULATION	4/21/17
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E01.05	ELECTRICAL PLAN LEVEL 05, 06, 09 & 10	4/21/17
E01.06	ELECTRICAL PLAN LEVEL 13	4/21/17
E01.07	ELECTRICAL PLAN LEVEL 14	4/21/17
E01.08	ELECTRICAL PENTHOUSE PLAN	4/21/17
E01.09	ELECTRICAL UPPER PENTHOUSE PLAN	4/21/17
E02.01	ELECTRICAL PLAN LEVEL 01	4/21/17
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E04.01	ELECTRICAL TYPICAL CORE PLAN	4/21/17
E04.02	ELECTRICAL PLAN LEVELS P0 & P1	4/21/17
E05.01	ELECTRICAL POWER RISER DIAGRAM	4/21/17
E05.02	FIRE ALARM RISER DIAGRAM	4/21/17
E05.03	FIRE ALARM ANNUNCIATOR PANEL	4/21/17
E06.01	ELECTRICAL SCHEDULES SHEET	10/10/16
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E06.03	ELECTRICAL SCHEDULES SHEET	4/21/17
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TN02.04	TELECOMMUNICATION RCP LEVEL 04	4/21/17
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TY01.04	SECURITY PLAN LEVEL 04	4/21/17
TY01.05	SECURITY PLAN LEVEL 05	4/21/17
TY01.06	SECURITY PLAN LEVEL 06	4/21/17
TY01.07	SECURITY PLAN LEVEL 07	4/21/17
TY01.08	SECURITY PLAN LEVEL 08	4/21/17
TY01.09	SECURITY PLAN LEVEL 09	4/21/17
TY01.10	SECURITY PLAN LEVEL 10	4/21/17
TY01.11	SECURITY PLAN LEVEL 11	4/21/17
TY01.12	SECURITY PLAN LEVEL 12	4/21/17
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U02	STRUCTURAL FACILITY DRAWING FOR PROPOSED PUBLIC STREET LIGHTS	10/06/16
U03	STRUCTURAL FACILITY DRAWING FOR PROPOSED PUBLIC STREET LIGHTS	10/06/16
U04	STRUCTURAL FACILITY DRAWING FOR PROPOSED PUBLIC STREET LIGHTS	10/06/16
U05	VERIZON OVERHEAD/UNDERGROUND RELOCATION PLAN AND MONTGOMERY CO. FIBER OPTIC CONDUIT PLAN	10/13/16
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U07	MONTGOMERY CO. FIBER OPTIC CONDUIT PLAN VERIZON OVERHEAD/UNDERGROUND RELOCATION PLAN AND MONTGOMERY CO. FIBER OPTIC CONDUIT PLAN	10/13/16
U08	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W TEMPORARY ELECTRIC SERVICE	8/19/16
U09	PEPCO OH REMOVAL PLAN	5/12/16
U10	PEPCO OH REMOVAL PLAN	5/12/16
U11	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W ELECTRIC SERVICE AND INSTALLATION OF MAINLINE CONDUIT	8/19/16
U12	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W ELECTRIC SERVICE AND INSTALLATION OF MAINLINE CONDUIT	8/19/16
U13	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W ELECTRIC SERVICE AND INSTALLATION OF MAINLINE CONDUIT	8/19/16
U14	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W ELECTRIC SERVICE AND INSTALLATION OF MAINLINE CONDUIT	8/19/16
U15	STRUCTURAL FACILITY DRAWING FOR PROPOSED 265/460V 304W ELECTRIC SERVICE AND INSTALLATION OF MAINLINE CONDUIT	8/19/16
U16	VERIZON TEMPORARY OH POLE RELOCATION PLAN	7/26/15
U17	VERIZON TEMPORARY OH POLE RELOCATION PLAN	7/26/15
GEOTHERMAL		
G00.01	GROUND HEAT EXCHANGER LAYOUT	4/21/17
G00.02	GROUND HEAT EXCHANGER DETAILS	4/21/17

List of Additional Documents:

General Information:

1. Informational Prevailing Wage rates for Montgomery County, Building and Highway Construction, dated June 3, 2013 (See Annex Three).
2. Garage 13 Wheaton, Maryland – Sign System Design & Programming, prepared by Montgomery County Parking Operations Section, dated October 19, 2016
3. Wheaton Lighting Fixture Schedule and Cut Sheets, Wheaton Office Building, as prepared by MCLA Architectural Lighting Design, dated October 10, 2016
4. LEED BD+C Core & Shell 2009 – Platinum Version 3.0 Scorecard, dated December 20, 2016 (See Annex Four).
5. WMATA, "No impact on WMATA facilities." letter, dated April 10, 2014.

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6. A Program of Requirements (POR) for A New Regional Headquarters Building for The Maryland-National Capital Park and Planning Commission, dated April 24, 2013. (Only as it applies and not superseded by attached Annex Two – Consolidated Program of Requirements as prepared by Gensler, dated Dec 8, 2016).
7. A Program of Requirements (POR) for A New Facility to House Offices for the Department of Environmental Protection and the Department of Permitting Services, dated June 13, 2013. (Only as it applies and not superseded by attached Annex Two – Consolidated Program of Requirements as prepared by Gensler, dated Dec 8, 2016).
8. A Program of Requirements (POR) for A New Facility to House Offices for Mid-County Regional Services, dated May 29, 2013. (Only as it applies and not superseded by attached Annex Two – Consolidated Program of Requirements as prepared by Gensler, dated Dec 8, 2016).

Environmental Information:

9. Wheaton Triangle Office Building Environmental Management Plan prepared by GTA, dated August 17, 2016.
10. Iron Ochre Evaluation for Wheaton Triangle Site, Reedy Avenue & Grandview Avenue, Wheaton MD prepared by ESC Mid-Atlantic, LLC, dated October 14, 2014.
11. Iron Ochre Evaluation Addendum Letter, Wheaton Triangle Site, by ECS dated August 18, 2016.
12. Phase I Environmental Site Assessment for Wheaton Triangle Site, Reedy Drive & Grandview Drive, Wheaton, Maryland, by ECS, dated July 31, 2014.
13. Phase II Environmental Site Assessment for Wheaton Triangle Site, Reedy Drive & Grandview Drive, Wheaton, Maryland, by ECS, dated July 30, 2014.
14. National Pollutant Discharge Elimination System Permit Application for Wheaton Triangle Office Building by GTA, dated May 26, 2016
15. Application for Wheaton Triangle Office Building - State Discharge Permit and NPDES Permit from Maryland Department of Environment, dated November 7, 2016.
16. State Discharge Permit & NPDES Permit from Maryland Department of Environment, issued March 1, 2017.

Geotechnical & Geothermal Information:

17. Subsurface Exploration and Geotechnical Engineering Analysis for Wheaton Triangle, Wheaton, Maryland, by ECS, dated June 20, 2014.

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18. Amendment to Report of Subsurface Exploration and Geotechnical Analysis, Wheaton Triangle, Reddie Drive, Wheaton, Maryland by ECS, revised April 5, 2016.
19. Geotechnical Review and Recommendations, Wheaton Triangle Office Building, Montgomery County, Maryland, for Wheaton/Silver Spring, LLC, as prepared by Geo-Technology Associates, Inc., 14280 Park Center Drive, Suite A, Laurel, MD 20707, dated August 18, 2016.
20. Seismic Refraction Study, Wheaton triangle, Reddie Drive and Grandview Avenue, Wheaton, Maryland, by ECS, dated April 6, 2016.
21. Formation Thermal Conductivity Test and Data Analysis at Diverso Energy, Wheaton, MD, by Allied Environmental Services, Inc. dated January 5-7, 2016.
22. Technical Data Sheet for High TC Geothermal Grout, by CETCO Minerals Technologies, updated July 2015.
23. Environmental Summary of Geothermal Additive for Wheaton Triangle Office Building, by GTA, dated July 19, 2016.
24. Report of Groundwater Evaluation for Wheaton Triangle Office Building by GTA, dated May 10, 2016.

Qualifications & Clarifications

Assumptions, Clarifications, Qualifications and Exclusions of the Office Building and Town Plaza:

Division 1: General Requirements and Miscellaneous Clarifications

1. The GMP Amendment Contract Value and Progress Schedule are based solely on the terms and conditions of this agreement and the associated Contract Documents and Exhibits.
2. Contract value includes prevailing wage premiums based on the State of Maryland Prevailing Wage rates dated June 3, 2013.
3. Sections 5.11, 6.2.11, and 6.3.1.2 of the AIA A-133 and Section 20.1.3 of the Turnkey General Conditions do not apply to CCIP or Subgaord costs.
4. Clark Foundations will not provide a Payment and Performance Bond for their Support of Excavation, Dewatering, and Foundation Tie-downs scope of work.
5. To the extent that the Contractor is required to provide a warranty of more than 12 months for any portion of the work, the Developer agrees to pursue only the Subcontractor/Supplier for any portion of the warranty in excess of the period covered by the Subcontractor's/Supplier's surety company. Contractor will assist Developer and County in contact and pursuit of Subcontractor as possible, but will not be liable for any damages.

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6. Glass and Glazing subcontractor bonds extend one year beyond substantial completion. With respect to any warranty obligation established in the Contract Documents that exceeds one year from substantial completion (“extended warranty”), Contractor agrees to assign to County at the time of final completion of the Work any such extended warranty.
7. Work outside of the limit of disturbance except as required to complete contract work and/or refurbish to existing condition is excluded, or as stipulated in the Contract Documents. Additionally, mill and overlay of Triangle Lane between Reddie Drive and the north edge of office building will be included for the entire width of the right of way; private parking spaces are excluded.
8. WMATA engineering review, associated fees, and track monitoring are not part of the Scope of Services and Work.
9. GMP Amendment assumes all WMATA agreements, easements, permits, and SSWP approvals and all jurisdictional approvals and demolition permits are obtained no later than October 1, 2017, and all other required building permits for all Town Plaza work South of Reddie Drive obtained by November 1, 2017. Any schedule or costs adjustments due to delay is agreed to be split 50%/50% between Developer Contingency and County Contingency. Developer and County will evaluate any potential claim by Contractor and work to mitigate costs.
10. As WMATA Agreements and Easements have not been finalized, there have been no plans developed with WMATA/County for pedestrian traffic flow during construction. As such, no temporary stair tower has been included from the Metro entrance at the bus parking lot to Georgia Avenue during construction. It is assumed pedestrians will need to walk around the project site to get access to Georgia Avenue from the bus parking lot. Development team will work with County & WMATA to coordinate construction on WMATA site. No costs have been included for additional construction traffic diversion or unusual phasing of project by WMATA and any such costs are not part of the Scope of Services and Work.
11. The project Substantial Completion date is contingent upon receipt of Tenant Improvement drawings no later than May 1st, 2018 and a Tenant Improvement Notice to Proceed of no later than August 3rd, 2018. Should either of these dates be delayed by the County, Clark will submit a recovery schedule, and Developer will submit a change order request per terms of the Turnkey General Conditions.
12. The cost of the work or subcontractors assigned by the County through its Procurement process to Developer under this contract do not count towards MFD requirement totals.
13. Any parking meters / parking controls on public streets, such as pay-as-you-go equipment, and all infrastructure, is assumed to be by the County unless indicated in the contract documents.
14. The Bikeshare equipment located at Georgia Avenue and Reddie Drive is to be removed by others prior to the start of the Town Square work. Developer will assist County in the coordination for moving Bikeshare equipment.
15. The project schedule and contract price for GMP Amendment #1 assume the RCS building will be vacated by August 31st, 2017 and all permits necessary to commence with building demolition

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shall be obtained by October 1st, 2017. If this does not occur, Developer/Contractor shall submit a change order request per terms of the Turnkey General Conditions.

16. Clark staffing of project to be agreed upon between Developer and Contractor.
17. Design, purchasing, procurement and installation of new or used fixtures, furniture, and equipment by County are not part of the Scope of Services and Work, and are not part of the substantial completion of the project or GMP Amendment #1.
18. Design, purchasing, procurement and installation of tenant fixtures and equipment, including but not limited to servers, computers, flat screen televisions, and Wellness Center equipment are not part of the Scope of Services and Work unless specified within the Contract Documents.
19. Wayfinding signage in the garage and code required signage in the garage and office base building are included in the Scope of Services and Work as per the Contract Documents.
20. Wayfinding signage inside tenant space and tenant specialty signage for the office space are not part of the Scope of Services and Work.
21. Area identified as the Day Care Center in the Program Requirements will be delivered as a cold dark shell per Contract Documents. All improvements are not included in the Scope of Services and Work.
22. Specialty furniture, equipment, fixtures, toys and potential base building required improvements for the Day Care Center are not included in the Scope of Services and Work.
23. Retail spaces shall be delivered as a cold dark shell.
24. Bonds for DOT, DPS, WSSC, SHA, etc. are not part of the Scope of Services and Work nor part of Exhibit D – Contract Price.
25. Security Kiosks and monitors are excluded. Assumed to be part of Security Allowance.
26. Interface between building security and elevators is part of Security Allowance.
27. Public Retail Signage is excluded.
28. Building Directory is excluded.
29. Acrylic code compliant interior signage to be provided in lieu of satin brushed aluminum.
30. Parking meter fees are excluded.
31. Grandview & Reedie intersection modification design and construction costs and schedule impact are excluded.

Division 2: Existing Conditions

32. Removal and salvaging of the existing parking meters is assumed to be by County prior to start of work.
33. Salvaging of the existing parking lot poles or lighting not included.
34. Asbestos abatement of the Mid-County Regional Services Center is excluded.
35. Project Schedule assumes 25 months of dewatering.

Division 3: Concrete

36. Vertical hook rebar in footings is excluded; footings to be poured monolithically.

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- 37. Corrosion inhibitor has been excluded from all concrete.
- 38. Stair 1 concrete to have a grade 2 – light sand aggregate finish with a clear sealer where the finish schedule calls for a “Sand Aggregate Polished Concrete Floor. No special aggregate or concrete mix is assumed for these areas.

Division 7: Thermal & Moisture Protection

- 39. Sheet Metal Worker wage rates are assumed for metal panels.
- 40. An on-site off-structure mockup of the exterior wall is included. This is to be a visual mockup; test mockup is excluded. Off-site laboratory testing of the building envelope system has been excluded.
- 41. Bituminous waterproofing on the backside of site concrete walls and footing at the Town Plaza Center is excluded.
- 42. Metal panels at open air shafts on main roof are to be sheet metal.
- 43. Rain screen to be by Swiss Pearl. The aluminum trim pieces at the corner of the Swiss Pearl panels have been excluded. We have included a butt joint at outside corner conditions of the Swiss Pearl panels.
- 44. Curtainwall systems by Kawneer and Glass Manufacturer JE Berkowitz are carried in bid price.
- 45. Proposal drawings as referenced in specification 08 44 13, 1.3, A (Glazed Aluminum Curtain Walls) are excluded.
- 46. Heat soaking or heat soak testing of the glass is excluded.
- 47. A two-coat finish will be used in lieu of 3 coats at all perimeter glazing systems
- 48. No low iron glass has been included in exterior glazing systems.
- 49. Submit previous test data on exterior glazing system ILO lab testing mockup and perform onsite testing of onsite mockup.

Division 8: Openings

- 50. Door types C/D/E/F to be provided as standard style, to be provided and manufactured by curtain wall manufacturer.
- 51. Sill pans below windows are excluded.

Division 9: Finishes

- 52. Painted drywall walls in lieu of glass sidelights to be included at elevator lobbies adjacent to glass doors at floors 2 through 14.
- 53. Provide painted drywall partitions with hollow metal doors and glass sidelights at each entrance to main building elevator lobbies in parking garage, rooms P4C06B, P3C06B, P2C06B, and P1C06A, in lieu of glass storefront entrances.
- 54. Painted drywall wall in lieu of MP-1, Mineral Profile Paneling panels above elevator at first floor elevator lobby off Triangle Lane; see elevation 8/A07.02.
- 55. Metal strap blocking in the drywall partition to anchor the handrail to be used in lieu of steel plates as indicated in detail 17 on A07.10.

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- 56. Interior soffits along the exterior walls are to be provided under the Tenant Improvement package.
- 57. Requirement for dry laying of interior and exterior stone is excluded. Range of acceptable variations is determined through the submittal process. This will be followed by an inspection of stone slabs at manufacturer to ensure compliance with approved range. From this inspection, the architect will generate an inspection report further detailing acceptance criteria. A final on-site inspection of cut stone pieces will occur to ensure compliance with approved range and the inspection report.
- 58. Terrazzo floors to be 3/8" thick in lieu of 1/2" thick.
- 59. Interior stone panels not to exceed 4'-6" x 4'-6" x 3/4".
- 60. Granite countertop to be used in lieu of specified QS-1 and QS-2 countertops in all bathrooms.
- 61. Drywall enclosures around columns in the tenant spaces are part of TI package as there will be electrical and IT services that will need to be installed in these enclosures.
- 62. Scribing the stainless-steel base to the floor as shown on details on A08.00 is excluded.
- 63. Exterior stone panels to be no larger than 6'-0" in any direction and 1-1/4" thick, as the manufacturer cannot produce pieces over this size.

Division 14: Vertical Transportation

- 64. Elevator scope excludes American Steel requirements.

Division 21: Fire Suppression

- 65. Black steel piping to be used within the garage sprinkler systems.
- 66. Per agreed to GMP Value Engineering, soft start fire pump controller with pressure reducing controls at each standpipe in lieu of variable frequency driver (VFD) fire pump controller was to be provided. Will provide soft start fire pump ILO VFD fire pump controller. Architect to update specification section 213900.

Division 22: Plumbing

- 67. Painting of MEP & sprinklers in Garage is excluded.
- 68. Perimeter drain around building foundation and associated sewer line run is excluded per ECS recommendation.
- 69. Plumbing Equipment Pump Package added in IFC Set is excluded. References IFC value engineering item #4; redesign efforts for this item to be combined with IFC value engineering items #2, 5, and 6 for target savings.

Division 23: Heating, Ventilation, and Air Conditioning

- 70. Internet access via fiber net as required for building management system to be provided by County.

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71. Welded steel conduit fuel oil piping with HDPE casing is provided.
72. One emergency power diesel generator is included in penthouse with one 500-gallon diesel tank in the garage for building emergency only. One natural gas is included in garage for garage emergency power only. A natural gas generator and associated infrastructure for data room to be included in Tenant Improvement documents.
73. HVAC Equipment Changes added in IFC Set are excluded. References IFC value engineering item #5; redesign efforts for this item to be combined with IFC value engineering items #2, 4, and 6 for target savings.
74. Ductwork Changes added in IFC Set are excluded. References IFC value engineering item #6; redesign efforts for this item to be combined with IFC value engineering items #2, 4, and 5 for target savings.
75. Alternative ductwork to be used for LE-1 & LE-2. Ductwork to be code compliant.
76. A fully operational workstation with printers, graphics software, laptop computers, additional programming time and classroom time has been excluded.
77. The duct and piping loop shown on the second floor on M01.02 outside of the building core and the prefunction lobby area is assumed to be part of the Tenant Improvement work. All ductwork associated with the Hearing Room is included in the tenant Improvement package.
78. Manufacturer's standard enclosure around the fin tube radiators in South stairwell to be provided.

Division 26: Electrical

79. Vehicle charging station equipment and installation is by others. Conduit and required electrical circuits to three dual charging stations is provided, as noted on the Contract Documents.
80. Solar Panels to be acquired through Power Purchase agreement by the County.
81. Garage Controls to be located in the Garage Emergency Electric Room (P1C11A) on the P1 level.
82. One garage IDF room is included on the P1 level. No IDF rooms will be provided on the P2, P3, or P4 levels.
83. A modified Office Building Controls Package is provided, including removal of controls added in IFC Set. References IFC value engineering item #2; redesign efforts for this item to be combined with IFC value engineering items #4, 5, and 6 for target savings.
84. Lighting Fixture Package to be modified based on a target value engineering savings of \$165,000. This package is contingent on modifications by the lighting designer and Developer accordingly.
85. The two (2) new street lights added to the electrical drawings along Reddie Drive have been excluded as shown on drawing C45, dated 4/21/2017. Proposed street lighting plan to be per Richter drawings dated 10/06/2016.
86. Remove individual circuit monitoring requirement from electrical documents.
87. Copper DAS in lieu of fiber optic.

Division 31-32: Earthwork & Site Improvements

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88. Any traffic control signals are excluded. Temporary traffic control devices per the Traffic Control Plan.
89. Due to the nature of this project and the post-well installation work such as rock ripping, drilling of tie down anchors, and drilling of hydraulic elevator jack hole, we cannot guarantee that all 150 wells will remain serviceable at completion of the geothermal system installation. Wells and the overall system will be tested during and after installation. Any well failures will be reported immediately by the Contractor to the Developer & County. As there is no additional room on the site for additional wells, such loss in geothermal system capacity, will need to be offset through the addition of dry coolers or other means by the General Contractor.
90. The geothermal work assumes there will not be transference from one well to another during well drilling such that well installation activities will closely follow drilling activities. If such transference occurs, a Change Order request may be submitted as outlined in Article 11 and 12 of the Turnkey General Conditions.
91. Handling, transporting, disposing or containment of asbestos, oil, gasoline, PCB's or other solid, liquid, gaseous or thermal irritant or contaminant, or any container or portion of the work which involves such substances by others is excluded. We have only included an allowance to excavate, haul, and dispose of petroleum contaminated, non-hazardous material (TPH<25,000ppm) in this agreement as defined below in Allowances section of this Exhibit.
92. Mass excavation activities for the building and town square are included as unclassified. Any associated delays and costs, other than subcontractor costs for mass excavation, will be an Excusable and Compensable Delay as defined in the Turnkey General Conditions section 11.5.1, 11.5.2 and 11.5.1.6. Developer to justify delay as required in Turnkey General Conditions section 12.4.1.
93. All other excavation work is based on factual and reasonably inferable information regarding existing conditions described in the soils reports and seismic refraction reports.
94. The relocation, repair, capping and/or removal of existing uncharted underground utilities/obstructions is not included. Any associated delays and costs will be an Excusable Compensable delay as defined in the Turnkey General Conditions section 11.5.1, 11.5.2, and 11.5.1.6.
95. Garage elevations to be redesigned to eliminate need for heavy duty insulation fill below the Town Square planter area. The three most southern precast concrete planter vaults along Triangle Lane to be eliminated. Planting area to remain unchanged.

Assumptions, Clarifications, Qualifications and Exclusions of the Public Parking Garage: The following items take priority over the County's Parking Garage Design Criteria:

96. Flagpoles are located on the site, but not within the garage.
97. The elevator lobbies at street level are per the Contract Documents.
98. Bird protection is not included inside the garage.

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- 99. Column spacing is per the contract documents.
- 100. Parking spaces are provided as per the Contract documents.
- 101. Drive aisles are provided as per the Contract Documents.
- 102. Speed ramps are provided as per the Contract Documents.
- 103. Solid shaft walls and elevator cab finishes are provided, in lieu of glass backed elevator shafts and cars.
- 104. A 5' aisle is included on only one side of a handicapped vehicle parking space.
- 105. A rated window is included in each stairwell of the P1, P2, P3, and P4 levels. The exterior wall of the stairwell at grade is solid.
- 106. Floor drains are provided as per the Contract Documents.
- 107. For all tie-downs, a Class II Protection system encases the pre-stressing steel over the free length and relies on the cement grout to protect the pre-stressing steel along the bond length. Epoxy coating on bars is provided.
- 108. Any concrete reinforcing which is below grade, including portions of the plaza which are covered with waterproofing and then have soil fill on them, will be epoxy coated. The portion of the ground floor which transitions to conditioned interior space and which does not have soil fill or waterproofing applied to it, does not have to be epoxy coated. This will be shown in the shop drawings.
- 109. A mud mat will be used in lieu of 6" washed gravel under the P4 slab.
- 110. Expansion joints are not provided.
- 111. The building will not be separated from the stairwells, elevator towers, walls, etc. as this is a cast in place concrete structure as opposed to a precast concrete structure.
- 112. Structure to be designed and constructed to be durable, minimize cracks and future maintenance problems as per best practice standards.
- 113. Concrete sealer will be provided on garage levels P1, P2, P3, and P4. Traffic coating will only be provided on P0 down ramp to P1 level.
- 114. Chloride (corrosion) inhibitor in the concrete is excluded.
- 115. Trench drains are included at the entry and bottom of speed ramp.
- 116. Exposed roof leaders are excluded.
- 117. All walls below grade are to be waterproofed; a permanent sub-drainage system is not included.
- 118. Standpipe systems in stairwells are to be wet standpipes.
- 119. Garage lighting includes dimming as per ASHRAE code requirements.
- 120. Light fixtures in the garage are the Cree IG Series CCT 400K Input 33W, with Wavemax Technology as substitute, as specified by County.
- 121. Public telephones are excluded from the exterior of the garage.
- 122. The design of the Parking Guidance system is not within the contract documents. A construction allowance is included, as defined below in the List of Allowances.

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List of Allowances assumed and carried within Exhibit D – Contract Price:

123. The following allowances are included in the General Contractor's Schedule of Values. Allowances include all handling, installation, sales tax, and subcontractor's overhead and profit.
- a. Hauling and disposal of 20,000 tons of non-hazardous petroleum contaminated materials to soil safe (TPH<25,000ppm). All non-hazardous petroleum contaminated materials (TPH>25,000ppm) are excluded. All petroleum in excess of 20,000 tons and other contaminated or hazardous materials are excluded per GDA section 8.
 - b. \$700,000 for the walkway allowance, which includes but is not limited to excavation, concrete, railings, and lights for the redesigned walkway.
 - c. \$250,000 for the Stage, which includes but is not limited to all requirements for the electrical, lighting, and storage cabinet at the stage.
 - d. \$275,000 allowance for Treatment of Dewatering as may be required by MDE.
 - e. \$25,000 for Base Building Perimeter Security. See attached Annex One to Exhibit A for defined scope.
 - f. \$10,000 for Televisions in the Main Lobby (TV's, Mounts, Hardware – no AV). Allowance includes all equipment, installation, infrastructure, conduit, cabling and power.
124. For the Public Parking Garage work, the following construction allowances are included in the Contract Price:
- a. Parking Guidance/Counting System: \$ 100,000. Allowance includes all equipment, installation, infrastructure, conduit, cabling and power.
 - b. Pay by Space System: \$ 150,000. Allowance includes all equipment, cabling, and installation. Contract value includes communication conduit with pull string and power provided to six locations: four office elevator lobbies located on garage levels P1, P2, P3, and P4, and 1st floor Parking Lobby South and Parking Lobby North.
 - c. Garage and garage elevator lobby security cabling and equipment: \$100,000. See attached Annex One to Exhibit A for defined scope.
125. For the Tenant Improvement work, the following allowances are included in the Contract Price:
- a. \$32,000 for an Acoustical Consultant and associated design effort.
 - b. \$40,000 for an Audio-Visual Consultant and associated design effort.
 - c. \$60,000 for an IT Consultant and associated design effort.
 - d. \$50,000 for a Security Consultant and associated design effort.
 - e. Tenant Improvements (hard costs only) per Exhibit D of this GMP Amendment #1.
126. \$250,000 allowance is included in "Other Construction" for design, purchase and installation of public art.
127. An allowance of \$45,000 is included for Environmental Engineering and Design.

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List of Add/Deduct Alternates for items not currently carried in Exhibit D – Contract Price:

128. The following is a list of add/deduct alternates. These values are for hard costs only and do not include Developer fees, General Contractor fees, contingency, or potential design fees.
- a. \$10,000 add for vertical hook rebar in footings
 - b. \$140,000 add for corrosion inhibitor in concrete
 - c. \$50,000 add for painting of garage MEP and sprinklers
 - d. \$56,000 add for perimeter drain around building foundation and the associated sewer line. This add price does not include the necessary permitting required from WSSC.
 - e. \$28,000 add for fiber optic DAS in lieu of copper

Schedule of Values Clarification:

129. GMP Amendment includes Savings Agreement between DOT/DPS/MNCPPC of no permit fees for MNCPPC Base Building Tower (Floors 1-14) and MNCPPC TI Levels 2, 3, 11-14.

LIST OF ANNEXES TO EXHIBIT A:

Annex One – IT, AV, and Security Scope of Work and Services, dated June 12, 2017

Annex Two – Consolidated Program of Requirements as prepared by Gensler, dated Dec 8, 2016

Annex Three – Informational Prevailing Wage rates for Montgomery County, Building and Highway Construction, dated June 3, 2013

Annex Four – LEED BD+C C&S Scorecard, dated Dec 20, 2016

Annex Five – Value Engineering to the Issued for Construction Contract Documents, dated June 7, 2017

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

DESIGN:

AUDIOVISUAL (INTERIORS)

1. Press Room, Conference Rooms, Hearing Room. Design will incorporate the location of the large screen presentation displays within these spaces. As indicated by others (equipment by Tenant) electrical outlets and/or telecommunication outlet locations will be identified. AV outlet locations will be located as provided by equipment provider. Videoconferencing (telecommunications connection) will be located and scheduled for pre-wire (data box with ring and pull string).
2. Conference Rooms for each floor (as required). Room design will incorporate location of large screen and presentation displays. As indicated by others (equipment by Tenant) electrical outlets and/or telecommunication outlet locations will be identified. Videoconferencing (telecommunications connection) will be located and scheduled for pre-wire (data box with ring and pull string).
3. Design will include cabling pathways (data jack with ring and pull string) for televisions in miscellaneous rooms such as kitchenettes and shared work areas.

Assumptions and Clarifications:

1. The Scope of Services and Work excludes any lobby spaces or building wide systems such as paging systems and digital signage, except required by code. Paging systems are assumed to be in the telephone system capability. Telephones and system are provided by the County.
2. The Initial Budget includes an allowance of \$40,000 for associated Audiovisual interior design services.

INFORMATION TECHNOLOGY (computer / telecommunications)

1. Base building design includes layout of required pathways and spaces for the facility, i.e. entrance conduits, entrance pathways, server room, backbone distribution infrastructure, and telecommunication rooms. Scope includes room layouts, A/MEP coordination requirements (room dimensions, power, lighting, cooling, fire protection, grounding, etc.) for each IT room.
2. Design for Wi-Fi in the Town Square consists of the infrastructure, such as the conduit, junction boxes, and ring and pull string.
3. Tenant Interior design includes layout of backbone, wireless access point outlets, distribution, routing, termination hardware within the communication rooms. Detailed network direction and requirements to be provided by County.

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

4. Tenant Interior Design will include office IT outlets location layouts. Workstation IT outlet location layout is part of the furniture scope, which is not included in this GMP Amendment #1. Detailed network direction and requirements to be provided by County.
5. Assist County IT designer with Data Center layout, as required. Data Center design is excluded.

Assumptions and Clarifications:

1. Base building design includes overall program and coordination of tenant requirements. Detailed requirements and direction to be provided by County.
2. IT infrastructure includes pathways, spaces, and wireless LAN outlets. Detailed requirements and direction to be provided by County.
3. IT does not include dedicated LAN/WAN or telephone lines. It is assumed telephone service is provided through telecommunications wiring by County.
4. PON system design to be provided by County.
5. Initial Budget includes an allowance of \$60,000 for associated Information Technology interior design services.

SECURITY

1. Base building design includes access camera locations as per Contract Documents, junction boxes, and conduit run to the main IT closet. Design will also include any A/MEP coordination requirements in the rooms.
2. Interiors design includes incorporating County design of access control and video surveillance system and specification for the interior fit-out, including access control system and coordination (card readers, magnetic locks/electric door strikes, monitoring) and video surveillance system and coordination (camera locations and specifications). Detailed requirements and direction to be provided by County.

Assumptions and Clarifications:

1. Base building design includes overall program and coordination information.
2. Security is based on one security solution for the facility, and does not include separate systems for each tenant.

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

3. Security design includes access control and video surveillance systems, but does not include threat assessment studies.
4. Initial Budget includes an allowance of \$50,000 for associated Security interior design services.

CONSTRUCTION

The GMP Amendment Contract Value for Base Building and Garage construction is based solely on the terms and conditions of this agreement and the associated Contract Documents and Exhibits, unless otherwise detailed below.

AUDIOVISUAL

Base Building:

Tenant Improvements (to be shown in future Tenant Improvements Documents and incorporated through a future Tenant Improvements Amendment):

1. In conference rooms and hearing room noted with Audio/Visual in POR (Annex Two), pricing to include the conduit with pull string only for the installation of County provided cabling and equipment. As required, conduit terminated in control panel in room designated by County.
2. Extension of vertical backbone riser with pull string as needed is part of IT scope.
3. In ceiling speakers in conference/hearing room noting speakers and required cabling. Cabling to be terminated at receptacles for connection to County provided equipment. This includes video conferencing.
4. Control wiring included for motorized shades that tie into the AV system if applicable.
5. Control wiring included for lighting systems that tie into the AV system if applicable.
6. Conduit and pull string as required for all televisions in miscellaneous rooms such as kitchenettes and shared work areas to floor IT room.

Exclusions from Scope of Services and Work and Initial Budget:

1. All audiovisual equipment including televisions, projections screens, projectors, microphones, portable speakers, cable receivers, and assisted listening devices.
2. Programmable/scene lighting control systems.
3. Computers including monitors, keyboards, printers and miscellaneous accessories.

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

4. Paging systems other than as required for the Fire Alarm system. (Assumption is paging system is part of the Fire Alarm System).
5. Digital Signage systems and related cabling for such systems.
6. Cabling for audiovisual visual equipment including televisions. In ceiling speaker cabling is included as described above.
7. Cable TV system(s).

INFORMATION TECHNOLOGY

Base Building

1. Vertical backbone riser and distribution infrastructure includes conduit from main level telecommunications room up to each floors' telecommunications closets. Conduit to be empty with pull string ready for tenant work. Conduit to extend from main telecommunications room out to service located along Grandview Avenue. This section will be provided with a pull string for the use by the phone/telecommunications company contracted by the County.
2. All required grounding bus bars.
3. Conduit and pull string from the building to the stage area of the plaza is included for County provided Town Square Wi-Fi connection.

Tenant Improvements (to be shown in future Tenant Improvements Documents and incorporated through a future Tenant Improvements Amendment):

1. Required backbone conduit with ring and pull string.
2. Telephone and computer data boxes with ring and pull string. Workstation areas will be provided with ring and pull string for furniture installers (provided by County) to connect to County provided furniture outlets/receptacles.
3. IT patch cable, and punchdown block included.
4. Conduit for one secure and one public Wi-Fi connection for the Regional Services Center (RSC).

Exclusions from Scope of Services and Work and Initial Budget:

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

1. Computer equipment including computers, racks, monitors, keyboards, printers, CPUs, miscellaneous accessories and hardware.
2. IT active equipment including routers, switches, modems, and UPS.
3. Service entrance cabling.
4. Wireless access point hardware.
5. All telephones and telephone related equipment.
6. LAN/WAN, telephone.
7. PON system (to be provided by County) or cabling if that is chosen by County.

SECURITY:

Base Building

1. Perimeter security on the main level inclusive only of access devices at five entrance locations and wiring to a central location on the first floor. Connections to monitoring equipment are not included.
2. Elevator security scope includes rough-in box in each cab for County provided equipment, and required data lines. One data line as required for emergency phones is provided from the machine room to the main telecommunications room.

Garage:

1. Garage security inclusive of conduit and pull string for security cameras and intercom, as per the Contract Documents.
2. A \$100,000 allowance is included in the Initial Budget for all garage and garage elevator lobby security cabling and equipment.

Tenant Improvements (to be shown in future Tenant Improvements Documents and incorporated through a future Tenant Improvements Amendment):

1. Doors and frames prepped for security by others.
2. Conduit and pull string for interior doors requiring access control devices.

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

Exclusions from Scope of Services and Work and Initial Budget:

1. Security cabling and equipment except as described above.
2. All access control except as described above.
3. CTV and video surveillance systems including all equipment.

Additional AV/IT/Security Clarifications:

1. The requirements for conduit and device back-box rough-ins, including pull cords and proper termination, for the base building are included. For the tenant work, conduit and pull string is included.
2. Some patching and painting of walls, floors, and ceilings for the installation of the security system is included assuming EAI installs per the General Contractor's schedule and not after finishes are completed.
3. The wire pathways in areas like "above ceiling locations" will be installed by County. The pathways will be available per the General Contractor's schedule. Core drills/slots are provided in vertical pathway locations noted on plans. Any TI requirements of the same will be included in the TI budget for the plans submitted. Firestopping of County provided items is not included.
4. Electrified door hardware (12VDC), as may be required, is part of the Turnkey security allowance. This includes power transfer devices (typically hinges) and cabling between the lock, the hinge and the overhead.
5. Rough-ins as shown on TY Security drawings are included for the base building. County will coordinate exact device locations and rough-in requirements.
6. 120VAC outlets and direct connections as will be required in the MDFs (main distribution frame (8th floor)), IDFs (intermediate distribution frame (TI floors)), PC locations, video display locations, 19 emergency phone locations and wherever required for proper system function is part of the tenant interiors design and budget.
7. The appropriate trailing cables for the cameras in each elevator cab are assumed to be part of the Turnkey security allowance.
8. All elevator controller connections associated with access control will be performed by an elevator technician as part of the security allowance; County will provide standard dry contacts from the access control systems.

Wheaton Office Building
Annex One to Exhibit A
IT, AV, and Security Scope of Services and Work

9. For the outside devices shown on drawing TY01.00 (two cameras and two emergency phones) appropriately sized waterproof buried conduit between each pole and pedestal and the building is provided. If the distance exceeds 100 meters, which includes the distance up the pole/pedestal and the distance within the building to the nearest MDF/IDF, 120VAC may be required at the devices. If 120VAC is required, prep the pole/pedestal in accordance with the NEC. Poles and pedestals will be provided and installed.
10. 19 POTS lines (standard copper lines with dial tone) for the emergency telephones are excluded. All incoming IT and telecom lines are by County.
11. Access to ports (quantity TBD) on both the MC and PP networks is part of the tenant interiors budget.

Turnkey
Wheaton Office Building
Annex Two to Exhibit A
Consolidated Program of Requirements

See attached Consolidated Program prepared by Gensler, dated December 8, 2016. This program reflects revised Program of Requirements through Tenant Interior design process. MCDOT is aware that the document does not reflect the approved SD for DPS (Floors 6, 7, 8), Recreation (Floor 10), and MNCPPC intake (Floor 2).

Interior design and document approvals by DOT of SD, DD, and CD will supersede document attached hereto.

In matters of conflict, this Consolidated Program supersedes Programs of Requirements listed in Exhibit A – Scope of Services and Work.



Wheaton Office Building

Consolidated Program

M-NCPPC, DPS, DEP, RSC, HHS, CUPF, REC

Program of Requirements Update

The original POR documents for M-NCPPC, DPS, DEP, and RSC assembled by OKKS dated 19 November 2013 were verified by Gensler and Stonebridge Carras over a series of interviews, meetings, and workshops in 2015 and 2016.

These meetings were to verify and adjust group structures, headcounts, and support needs. During this time, the individual workspace standard sizes were adapted to be both smaller and with less variety to increase the overall flexibility and fit in the new building.

Additionally, new direction was provided regarding the allocation of shared support within the facility. Recommendations for meeting space sharing as well as shared Intakes and other elements that had been assumptions during the OKKS programming effort and initial Gensler programming verification meetings were separated and reallocated to each group during the process.

Three new departments were added to the building in 2016 for which Gensler created new PORs (HHS, CUPF, and REC).

At right is the full building summary for all groups (including HHS, CUPF, and REC) showing headcount and total space requirement. Each group is broken out in the detailed sheets on the following pages. These are the programs being planned into the building and against which all test fits were measured.

Wheaton M-NCPPC Space Program Summary

updated: 12.08.16

FINAL PROGRAM SUMMARY

	Staff	NSF	Circulation (0.45 multiplier)	Planning Factor 0.1*(NSF+Circ)	USF
M-NCPPC Comm. Office & Counsel	43	5,445	2,450	790	8,685
M-NCPPC Parks	171	18,696	8,413	2,711	29,820
M-NCPPC Planning & M-NCPPC IT	145	16,757	7,541	2,430	26,727
M-NCPPC Shared Support (w/o Daycare)	4	19,835	8,926	2,876	31,637
Daycare Center					6,000
DPS	258	20,808	9,364	3,017	33,189
DPS Shared Support		6,743	3,034	978	10,755
DEP	181	14,036	6,316	2,035	22,387
DEP Shared Support		6,165	2,774	894	9,833
RSC	33	2,209	994	320	3,523
RSC Storage		1,100	495	160	1,755
Health and Human Services (HHS)	43	3,300	1,485	479	5,264
HHS Shared Support		2,508	1,129	364	4,000
Community Use of Public Facilities (CUPF)	32	2,568	1,156	372	4,096
CUPF Shared Support		1,458	656	211	2,326
CUPF and HHS Floor Shared		1,314	591	191	2,096
Recreation (REC)	81	8,136	3,661	1,180	12,977
REC Shared Support		2,758	1,241	400	4,399
REC Intake / Active Montgomery		1,080	486	157	1,723
Parking Entry & Access*					
Building Shared*		7,817	3,518		11,335
M-NCPPC Total	363			<i>usf/p</i> 283	102,869
DPS Total	258			170	43,944
DEP Total	181			178	32,221
RSC Total	33			160	5,278
HHS Total	43			240	10,312
CUPF Total	32			233	7,469
REC Total	81			236	19,099
Total Space Requirement	991				232,526
	<i>plus 6 for WSSC</i>	997			
	<i>plus 1 for Ombudsman</i>	998			

*These numbers have not been allocated to any of the groups. The are included only in the Total Space Requirements in Blue

Wheaton Space Program SummaryDepartment: **Maryland-National Capital Park and Planning Commission (M-NCPPC)**

Current Location: 8787 Georgia Ave, Silver Spring

Point of Contact: Judie Lai

6/27/16 MNCPPC changes

06/20/16 meeting changes

note all office and station sizes t.o. the program have been changed to new stds

03.02.16 Change Notes

2019						03.02.16 Change Notes
	Space Std.		Qty.	NSF	Comments	
<u>Commissioner's Office / Enclosed Suite</u>						
Private Office	240	Off1	1	240	6	2 offices added by MNCPPC, deleted 1 office deleted by MNCPPC, added back 2 admin, 2 tech writers (see note 6 below) 5 stns deleted by MNCPPC, 1 added for growth
Private Office	180	Off3	0	0		
Private Office	145	Off4	2	290		
Workstation	64	WS2	4	256		
Workstation	80	WS1	1	80		
			8	866		
<u>General Counsel / Enclosed Suite</u>						
Private Office	200	Off2	1	200	locate one in reception area	office size increased by MNCPPC hotelling office (size adjusted by Gensler) changed from 80 to 64 by MNCPPC
Private Office	180	Off3	1	180		
Private Office	145	Off4	2	290		
Private Office	100	Off6	1	100		
Workstation	64	WS2	1	64		
Workstation	48	WS3	2	96		
			8	930		
<u>Information Technology (ITI)</u>						
Private Office	180	Off3	1	180	Henry	1 office added stations downsized to 64sf includes 2 growth seats can be provided as benching
Private Office	145	Off4	3	435		
Workstation	80	WS1	0	0		
Workstation	64	WS2	20	1,280		
Workstation	48	WS3	3	144		
			27	2,039		
Subtotal Staff			43	3,835		
<u>Dedicated Support Space:</u>						
Commissioner's Conf Room	350		1	350	locate next to Auditorium on fir 2 adjacent to Comm conf room & Auditorium on fir 2	downsized from 500sf Gensler to evaluate size
Commissioner's Breakroom	360		1	360		
Commissioner's Conf Room	250		1	250	seating for 4-6 used by Commissioner's Office used by Commissioner's Office	added by MNCPPC smaller, only 2 seats per MNCPPC see below place one file cabinet in the copy room
Commissioner's Reception	100		1	100		
File Room (open area today)	100		0	0		
Copy Area	100		1	100		
General Counsel's Reception	100		1	100	seating for 2 seating for 8; law books on 2 walls used by General Counsel used by General Counsel	sized for 8p plus shelving
General Counsel Conf Room	275		1	275		
Distributed lateral files	15		3	45		
Storage cabinets for supplies	15		2	30		
Subtotal Dedicated Support				1,610		
Total NSF				5,445		

Notes:

1. Adjacencies: Commissioner's Office to be a secure suite. The Commissioner's Conf Room should be located adjacent to Auditorium along with Kitchen/Breakroom. Planning Board members to have private entry/exit to Auditorium.
2. General Counsel also requires secure limited access into suite with buzzer. All offices must lock.
3. The Commissioner's Breakroom should be adjacent to the Commissioner's Conference Room and Auditorium.
4. The File Room & distributed files used by Commissioner's Office as currently (8) 5-high shelves, (4) storage cabinets, and (11) total file drawers.
5. The (2) hotelling touchdown areas for Commissioner's Office double as board mtg prep & layout space.

Wheaton Space Program SummaryDepartment: **M-NCPPC Parks**

Current Location: 9500 Brunett Ave, Silver Spring

Point of Contact: Judie Lai

note all unassigned growth allocated to WS1

note all office and station sizes t.o. the

program have been changed to new stds

6/27/16 MNCPPC changes

06/20/16 meeting changes

03.02.16 Change Notes

	2019				06/20/16 meeting changes
	Space Std.	Qty.	NSF	Comments	03.02.16 Change Notes
<u>Directors' Office</u>					
Private Office	240 Off1	1	240	Mike,	DIRECTOR REQUIRES SUITE PER MNCPPC
Private Office	200 Off2	2	400	John, Mitra (acting)	
Private Office	145 Off4	2	290	Debbie, Megan, future attorney	reduced by 1
Workstation	80 WS1	1	80		-2 by MNCPPC, reduced by 1 place in suite
Workstation	64 WS2	4	256		+3 by MNCPPC, 1 in suite, 3 outside suite
Workstation	48 WS3	2	96		-1 by MNCPPC, reduced from 80sf
		12	1,362		
<u>Enterprise</u>					
Private Office	180 Off3	1	180	Christy (acting)	
Private Office	145 Off4	1	145		
Workstation	80 WS1	9	720		count changed from 2 to 8, 1 growth added here
Workstation	64 WS2	2	128		count changed from 3 to 2
Workstation	48 WS3	1	48	locate in Intake on fir 2	count changed from 4 to 1
		14	1,221		
<u>Facility Management</u>					
Workstation	80 WS1	5	400	Jim	seat FM group on floor 11
Workstation	64 WS2	2	128		count changed from 1 to 5, reduced by 1
Workstation	48 WS3	0	0		count changed from 4 to 2
		7	528		count changed from 4 to 0
<u>Management Services</u>					
Private Office	180 Off3	1	180		
Private Office	145 Off4	3	435		
Workstation	80 WS1	8	640		count changed from 5 to 9, reduce by 2
Workstation	64 WS2	2	128	sit 1 admin close to division chief	4 WS2 changed to WS1, increase by 2
		14	1,383		
<u>Public Affairs and Community Partnerships (PACP)</u>					
Private Office	180 Off3	1	180	includes Permits & Volunteer Svcs	
Private Office	145 Off4	2	290		
Workstation	80 WS1	7	560		count changed from 5 to 11, 2 growth added here
Workstation	80 WS1	2	160	INTAKE	
Workstation	48 WS3	3	144	INTAKE (LISTED AS 6X6)	updated count
Workstation	36 WS4	7	252	INTAKE	updated count, 5 Parks Permit techs, 2 seasonal
		22	1,586		
<u>Park Development (PDD)</u>					
Private Office	180 Off3	1	180	Michael (acting)	
Private Office	145 Off4	6	870		
Workstation	80 WS1	36	2,880		count changed from 30 to 36, growth added here
Workstation	64 WS2	3	192		3 admin staff, seat 2 close to division chief
Workstation	48 WS3	13	624	Inspectors mostly in the field	
		59	4,746		
<u>Park Planning & Stewardship (PPSD)</u>					
Private Office	180 Off3	1	180	John	
Private Office	145 Off4	3	435		
Workstation	80 WS1	17	1,360	seated on floor 11	seat count updated, seat 1 near division chief
Workstation	80 WS1	5	400	seated on floor 12	seat count updated
Workstation	64 WS2	2	128		seat count updated, seat near division chief
Workstation	48 WS3	6	288	2 seated on floor 12	
		34	2,791		
<u>Park Police</u>					
Private Office	145 Off4	3	435		1 office deleted
Workstation	80 WS1	6	480		
		9	915		
Future Growth	80	0	0		growth added in each group
Subtotal Staff		171	14,532		

Dedicated Support Space:

Waiting/Reception	100	1	100	Director's Office; seating for 2	seating count adjusted from 4 to 2
Transaction Room	120	0	0	used by Facility Mgmt	deleted
Secure File Room	150	1	150	Director's Office	
Small secure conference room	300	1	300	Director's Office	can be smaller (250sf) if needed
Open Team / Library	200	4	800		
Storage Room (Enterprise)	80	1	80	Typical office storage and camp items. Can be located near their office space.	
Storage Room (Volunteer Svcs)	150	1	150	for display resources, shirts & hats, in office space floors	
Cultural Resources Storage Rm	80	1	80	for materials storage	
Surveyors storage	10	1	10	closet near the surveyors' office with elect for chargers and shelves.	can be smaller and a lockable 2'x4' cabinet only if needed (sized here as a closet)
File Room	150	1	150	used by Facility Mgmt	
File Room	150	1	150	used by Park Ping & Stew	
File Room	150	1	150	used by Public Affairs	
Central File Rooms	750	1	750	shared by PDD and PPSD, 2 plotters and 1 trimmer can be put here.	
Plotter Room	380	1	380	locate on floor 11	added
Secure File Room	500	1	500	PDD's high density storage	size increased from 300sf, locate on 3
Distributed Flat Files	12	22	264	22- 36x45 5-drawer	
PPSD file room	150	1	150		
Subtotal Dedicated Support			4,164		
Total NSF			18,696		

Notes:

1. Director's Office includes the Park Foundation function as well as legal function. Director's Office should be adjacent to Mgmt Services.
2. Aquatics Lab has special requirements including 10' ceiling height, external ventilation & air exchange system, fire suppression system, separate HVAC controls, eye wash station, emergency shower, floor drainage, deep sink with grit trap, ventilation hoods. In addition, it requires an adjacent external storage room also with hose bib/washing area with drain, minimum 10' ceiling height and external access from Loading Dock. (Matthew Harper can provide more detailed requirements). Ideal if there is external storage or entry.
3. Parks requires 5-gallon gas storage for equipment ideally near the loading dock
4. Volunteer Services has extensive storage requirements including displays & collateral, tote boxes, and other odd-sized materials and resources. They have volunteers stop by to pick-up materials or bags which need to be staged on-site. One of the storage areas should be ideally be close to the loading dock due to batch purchasing of supplies by the season. Should also have a bag pick-up area for volunteers in the Public Intake Area.
5. Fingerprinting for Parks Mgmt Services should be close to the Public Intake Area. It would be ideal to locate Fingerprinting in a small conference room in the Intake Area. Finger printing is a small room to fit one desk and one chair
6. Parks staff do a lot of field work however they need their reference materials + bookshelves for scientific journals when in the office. They store supplies & field resources in tote boxes at the office.
7. Locate together: Public Affairs & Community Partnerships, Park Dev (PD), and Park Planning & Stewardship (PPSD). Marketing can be located anywhere. Enterprise is self-supporting.
8. Park Permits need to be part of the Public Intake Area. 10 staff + Parks Pass Staff = 11 people total. Parks Intake can be co-located with Planning Intake
9. There are many flat files and light tables. Ideal to have communal workspace for standing meetings and for flat files and light tables.

Wheaton Space Program SummaryDepartment: **M-NCPPC Planning**

Current Location: 8787 Georgia Ave, Sliver Spring

Point of Contact: Judie Lai

note all unassigned growth allocated to WS1

note all office and station sizes t.o. the program have been changed to new stds

6/27/16 MNCPPC changes

06/20/16 meeting changes

03.02.16 Change Notes

2019					06/20/16 meeting changes
	Space Std.	Qty.	NSF	Comments	03.02.16 Change Notes
<u>Directors' Office</u>					
Private Office	240 Off1	1	240	Gwen	
Private Office	200 Off2	1	200	Rose	
Private Office	180 Off3	1	180		
Workstation	80 WS1	2	160		1 station added
Workstation	64 WS2	1	64	also keeps fleet keys at desk	
		6	844		
<u>Planning: Area 1</u>					
Private Office	180 Off3	1	180	Robert	
Private Office	145 Off4	2	290		
Workstation	80 WS1	13	1,040		1 deleted 6/20/16, confirmed
Workstation	64 WS2	2	128		
		18	1,638		
<u>Planning: Area 2</u>					
Private Office	180 Off3	1	180	Glen & Luis	
Private Office	145 Off4	2	290		
Workstation	80 WS1	20	1,600		2 growth added as WS1
Workstation	64 WS2	1	64		
		24	2,134		
<u>Planning: Area 3</u>					
Private Office	180 Off3	1	180	John	
Private Office	145 Off4	2	290		
Workstation	80 WS1	20	1,600		1 deleted 6/20/16, confirmed
Workstation	64 WS2	1	64		
		24	2,134		
<u>Research & Special Projects (R&SP)</u>					
Private Office	180 Off3	1	180	Val	
Private Office	145 Off4	1	145		
Workstation	80 WS1	8	640		1 growth added as WS1
		10	965		
<u>Development Applications & Regulatory Coordination (DARC)</u>					
Private Office	180 Off3	1	180	Kathy	this group wants to be adj to intake
Private Office	145 Off4	2	290	Mark	
Workstation	80 WS1	13	1,040		1 deleted per MNCPPC, 1 added back
Workstation	80 WS1	3	240	INTAKE	2 growth added as WS1, 1 added (total 2 growth)
Workstation	48 WS2	1	48	INTAKE	supervisor in back, other 2 have view of counter
Workstation	64 WS2	1	64		LISTED AS 6X6 ON 5/9/16 MNCPPC MATRIX
Workstation	48 WS3	0	0		1 added per MNCPPC, deleted 1
		21	1,862		deleted 1
<u>Functional Planning & Policy</u>					
Private Office	180 Off3	1	180	Pamela	
Private Office	145 Off4	3	435		1 added
Workstation	80 WS1	16	1,280		2 growth added as WS, 2 added 6/20/16, confirmed
Workstation	64 WS2	2	128		
Workstation	48	1	48		1 deleted
		23	2,071		
<u>Management Services</u>					
Private Office	180 Off3	1	180	Mark	see note 8
Private Office	145 Off4	2	290		
Workstation	80 WS1	15	1,200		1 growth added as WS1
Workstation	64 WS2	1	64		person sits in reception on 14th floor
		19	1,734		3 staff added but size needed from MNCPPC
<u>Subtotal Staff</u>		145	13,382		
<u>Dedicated Support Space:</u>					
Small Conference Room	300	0	0	used by Dev Applic.	deletion of this room maintained
Open Team/Library	200	6	1,200		

Waiting/Reception	100	2	200	Director's Office; seating for 2. Waiting area for all floors that planning is on
File/Storage for each division	200	9	1,800	spread them on two floors, and one for Directors; this is to accommodate all files, plotters, and flat files.
File Room (Historic Preservation)	225	1	225	used by Function Plng
Central File Rooms	600	1	600	for DARC
Vault	550	1	550	4-hour fire-rated room
<i>Subtotal Dedicated Support</i>			3,375	
Total NSF			16,757	on floor 3, size adjusted, DARC files added on 2

Notes:

1. Chief office to be STC-rated. Sound proof printer/plotter room as well
2. Functional Planning & Policy needs to be adjacent to Areas 1-3. Director's Office should be adjacent to Mgmt & Technology Svcs.
3. The Public Info Desk is open 9:30-4:30pm with rotating staff manning the desk. Purchase masterplans and answer questions. Peak times may require 3 people manning the desk. Average 24 visitors per day with more phone/emails than walk-ins. The Intake area will also require (3) microfiche counters.
4. Historical Records file room should have limited access, but ideally maintain visual contact to limit theft.
5. Planning Area 1 is organized into 2 teams: 1) masterplanning team are collaborators and 2) regulatory teams which are more focus-intensive.
6. Ideally desire internal stairs to provide vertical connection within the secure zone.
7. 1,000 SF room for IT repair/storage/staging for Parks & Planning use only. Configured into one big open room.

Wheaton Space Program SummaryDepartment: **M-NCPPC Shared Support**Point of Contact: **Judie Lai**

6/27/16 MNCPPC changes

06/20/16 meeting changes

any support that is allocated as count/floor will
need to be re-evaluated when stack is revised

03.23.16 Change Notes

03.02.16 Change Notes

	Space Std.	2019 Qty	NSF	Used by	Comments	
Personal Use Room	64	2	128	Shared	1 on 12, 1 on 13	quantity per original POR bc no longer shared
Copy / Print Room	200	5	1,000	Shared	One per floor	assumes 4 full and 1 partial floor
Coffee / Pantry	200	5	1,000	Shared	One per floor	assumes 4 full and 1 partial floor
Large Conference Room	900	1	900	Shared	3rd floor	qty of 1 maintained, 24 seats
Medium Conference Room	500	4	2,000	Shared	One per floor	qty of 4 maintained, 18 seats
Small Conference Room	300	8	2,400	Shared	Two per floor	qty of 8 maintained, 10 seats
Team Area	200	-	-	Shared	Two per floor	added within group programs
Team Rooms	100	8	800	Shared	Two per floor	qty increased and size corrected
Private Phone Room	48	4	192	Shared	One per floor	added by MNCPPC
Aquatics Lab	350	1	350	Parks	1st floor	
Mud Room	300	1	300	Parks	1st floor	
Loading Dock Storage Room / Parks	320	1	320	Parks	1st floor	
Loading Dock Storage Room / Planning	200	1	200	Plng	1st floor	
Wellness Center	700	1	700	Shared	1st floor	
Locker Room	350	-	-		2 showers, 38 lockers each	retain shared rooms from before
M-NCPPC Federal Credit Union	250	-	-	Shared		deleted
Hearing Room	3,980	1	3,980	prks/plng	2nd floor	
Prefunction Area	1,893	1	1,893	prks/plng	2nd floor	
Press Room	120	1	120	prks/plng	2nd floor	
Planning counter	64	3	192	intake	2nd floor	
Parks permits counter	48	-	-	intake	2nd floor	these are tallied in PACP count
DARC small file room	150	1	150	intake	2nd floor	added 6/20, size verified
Cashier	48	4	192	intake	2nd floor	4 cashiers per 6/20/16 mtg, seats only, not headcount
Microfiche counter	64	3	192	intake	2nd floor	
Parks Volunteer item storage	20	1	20	intake	2nd floor	size corrected
Finger printing station/consultation room	120	1	120	intake	2nd floor	
ADA Accessible Family Restroom	80	1	80	intake	2nd floor	
Copy/Print	150	1	150	intake	2nd floor	no longer shared with RSC
Coffee/Pantry	150	1	150	intake	2nd floor	no longer shared with RSC
Mail Room	250	1	250	Shared	3rd floor	sized per DOT comment
Print Shop	400	1	400	Shared	3rd floor	DELETED, NOT INCLUDED IN MNCPPC NOTES, added back
Training Room	800	1	800	Shared	3rd floor	one requested in original POR
IT Storage / Staging / Repair	600	1	600	prks/plng	3rd floor	size adjusted by MNCPPC
Building Engineer Staff	64	4	256		3rd floor	06/20/16 added by MNCPPC
Daycare Program	6,000	1	6,000	prks/plng	3rd floor	
Total NSF			25,835			

Wheaton Space Program SummaryDepartment: **Dept of Permitting Services (DPS)**

Location: 255 Rockville Pike, Rockville

Point of Contact: *Simin Rasolee DPS updated 5/4/2016*

NOTE: locate items shaded in green adjacent to DPS Public Intake Area

	2019					
	POR Std.	Size	Space Std.	Qty.	NSF	Comments
<u>Directors Office</u>						
Private Office	280		240 Off1	1	240	Director - Diane Jones
Private Office	240		220 Off8	1	220	COO- Hadi Mansouri
Workstation	80		80 WS1	2	160	Executive Admin - Nancy
				4	620	
<u>Central Services (formerly Budget & Personnel)</u>						
Private Office	200		160 Off7	1	160	secured suite
Private Office	140		120 Off5	2	240	Manager - Vacant
Workstation	120		80 Off6	3	240	Management Budget Specialist- Barb& Teresa
Workstation			48 WS6	1	48	Administrative Specialist II
Shared Workstation	40		36 WS4	-	-	120 office if not a secure suite.
Workstation	64		64 WS2	1	64	Future intern or clerk
Workstation	64		64 WS2	2	128	Fiscal Assistant
				10	880	Office Services Coordinator
<u>IT</u>						
Private Office	200		160 Off7	1	160	secured suite
Private Office	140		120 Off5	6	720	Manager - Tom Laycock
Private Office	120		80 WS1	-	-	Sr. Info. Technology Spec - vacant
Shared Workstation	40		48 WS6	4	192	Info. Technology Spec II
Staff	-		-	4	-	Contractors
				15	1,072	locate in Document Imaging Room SF located below
<u>Customer Service</u>						
Private Office	200		160 Off7	1	160	Manager - Simin Rasolee
Private Office	140		120 Off5	1	120	Comm Outrch Mgr - Jessica Fusillo
Workstation	100		80 WS1	5	400	Permit Technicians
Microfiche Room			-	-	-	
				7	680	SF included below
<u>Division of Land Development</u>						
Private Office	220		180 Off3	1	180	Division Chief - Rick Brush
Workstation			64	1	64	Office Service Coordinator
Workstation	100		80 WS1	1	80	Sr. Permitting Services
				3	324	
<u>Land Development - Permit Processing</u>						
Private Office	200		160 Off7	1	160	Manager - Linda Kobylski
Workstation (permit technicians)	100		80 WS1	8	640	Permit Technicians
Project Search Intern	25		25 WS5	1	25	
Shared Workstation	40		36 WS4	-	-	Temps
				10	825	
<u>Land Development - Sediment & R.O.W Inspection</u>						
Private Office	200		160 Off7	1	160	Manager - Christina Contreras
Private Office	140		120 Off5	3	360	Program Manager
Workstation	60		25 WS5	23	575	Inspectors; see note below.
				27	1,095	
<u>Land Development - Right of Way Plan Review</u>						
Private Office	200		160 Off7	1	160	Manager - Atiq Panjshiri
Workstation	100		80 WS1	8	640	Sr. Permitting Services Specialist
				9	800	
<u>Land Development - Sediment & Stormwater Plan Review</u>						
Private Office	200		160 Off7	1	160	Manager - Mark Ethridge
Workstation	100		80 WS1	8	640	Sr. Permitting Services Specialist
				9	800	
<u>Land Development - Well & Septic</u>						
Private Office	224		160 Off7	1	160	Manager - Gene Von Gunten
Workstation	100		80 WS1	4	320	Permitting Specialists; see note below.
Workstation	40		48 WS6	1	48	Office Clerk
				6	528	

Division of Commercial Building Construction

Private Office	220	180	Off3	1	180	Division Chief - Steve Thomas
Workstation	80	80	WS1	-	-	Office Service Coordinator
				1	180	

Commercial Building Construction - Architectural, Life Safety, Structural

Private Office	200	160	Off7	1	160	Manager - Matt Shanks
Workstation	100	80	WS1	11	880	Sr. Permitting Services Specialists
				12	1,040	

Commercial Building Construction - Complex Structure, Green Building

Private Office	200	160	Off7	1	160	Manager - Hemal Mustafa
Workstation	100	80	WS1	7	560	Sr. Permitting Services Specialist
				8	720	

Commercial Building Construction - Electrical, Mechanical; Solar

Private Office	200	160	Off7	1	160	Manager - Mike Raffael
Private Office	140	120	Off5	1	120	Program Manager - Bill Kenealy
Workstation	100	80	WS1	6	480	Permit Techs
Workstation	60	25	WS5	11	275	Inspectors; see note below.
				19	1,035	

Division of Residential Building Construction

Private Office	220	180	Off3	1	180	Division Chief - George Muste
				1	180	

Building Construction Permit Processing (intake for Commercial & Residential Building)

Private Office	200	160	Off7	1	160	Manager - Gail Lucas
Shared Secured Office	100	120	Off5	4	480	Fee Payment Office & Mail Processing plus employees space
Workstation	100	80	WS1	11	880	Permit techs
Shared Workstation	40	25	WS5	-	-	Front Counter temp
				16	1,520	

Residential Building Construction - Residential Inspection

Private Office	200	160	Off7	1	160	Manager - Jim Sacket
Private Office	140	120	Off5	2	240	Program Managers
Workstation	60	25	WS5	18	450	Inspectors; see note below.
				21	850	

Residential Building Construction - Residential Plan Review

Private Office	200	160	Off7	1	160	Manager - Robert Kelly
Workstation	100	80	WS1	8	640	Permitting Specialist
Workstation	60	25	WS5	-	-	inspector
				9	800	

Division of Fire Prevention & Code Compliance

Private Office	220	180	Off3	1	180	Division Chief - Vacant
				1	180	

Fire Protection System - Plans & Inspections

Private Office	200	160	Off7	1	160	Manager - Joe Felton
Workstation	100	80	WS1	6	480	Sr. Permitting Services Specialist
Workstation	60	25	WS5	6	150	Inspectors; see note below.
				13	790	

Fire Code Compliance - Existing Building Permits & Inspections

Private Office		160	Off7	1	160	Manager - Rick Merck
Workstation		80	WS1	4	320	Sr. Permitting Services Specialist
Private Office		120	Off5	3	360	Program Manager
Workstation		25	WS5	17	425	Inspectors; see note below.
				25	1265	

Division of Zoning & Site Enforcement (Z&S)

Private Office	220	180	Off3	1	180	Division Chief - Ehsan Motazedi
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Workstation	100	80	WS1	2	160	Permit Tech
Workstation	80	64	WS2	1	64	Office Service Coordinator
				4	404	
<u>Z&S - Zoning</u>						
Private Office	200	160	Off7	1	160	Manager - Mark Beall
Workstation	100	80	WS1	9	720	Permit Specialist
				10	880	
<u>Z&S - Site Plan Enforcement</u>						
Private Office	200	160	Off7	1	160	Manager - Greg - Nichols
Private Office	140	120	Off5	1	120	Program Manager
Workstation	60	25	WS5	16	400	Inspector
				18	680	
Subtotal Staff				258	18,148	
<u>Dedicated Support Space:</u>						
Library Conference Room		300		1	300	doubles as conference room
Distributed Plotters		40		6	240	distributed currently
IT storage closet		120		1	120	
Document Imaging Room		400		1	400	to scan residential documents, 4p
Land Dev, FFC and other DPS Files		450		1	450	approx 15' x 30' area currently
Plan Review Tables		80		6	480	with flat files + storage under
COOP storage (Customer Svc)		120		1	120	disaster recovery. accessible location for
						emergency use
Outreach Storage		120		1	120	adj to Customer Service
Well and Septic Lab		150		1	150	locate in shared space or adj to department
Microfiche Room		140		-	-	used by DPS
FCC equipment storage		100		1	100	
FCC Photo & Licensing Room		80		1	80	
DPS supply storage room		100		1	100	
Subtotal Dedicated Support					2,660	
Total NSF					20,808	

Notes:

1. DPS is in the process of shifting to ePlans. Most of the paper files, maps & plans will be digitized by the time of the
2. Permit Technicians need to be adjacent to the Permit Intake Area as they meet with customers in their workstations.
3. Well & Septic Lab requires a sink with eye wash, icemaker, floor drain, undercounter refrigeration. Locate on office floor.
4. Inspectors are mostly in the field but come into the office every morning to prepare. Consider a multi-functional
5. DPS inspectors will use the fitness center showers
6. Directors Office, Budget and Personnel, and IT need to be

Wheaton Space Program Summary

Assigned Floor

Department: **DPS Shared Support**

NOTE: locate items shaded in green adjacent to DPS Public Intake Area

	Space Std.	2019		Used by	Comments
		Qty	NSF		
Personal Use Room	64	1	64		
Copy / Print Room	200	3	600		One per floor
Coffee / Pantry	200	3	600		One per floor
Large Conference Room	900	0	0		
Medium Conference Room	500	2	1,000		
Small Conference Room	300	4	1,200		
6p Team Room	150				
Open Collaboration Area	100	3	300		
IT Training Room	600	1	600		16-20p room
Locker Room	600	0	0		2 showers, 28 lockers each
County Mail Room	250	0	0		
WSSC Area	0	0	0		
Imaging Room	400	1	400		7th Floor near intake
Permit Counters	48	9	432	DPS	7th Floor Intake Area
Mail Room/Cashiers Room ("Payment Office")	500	1	500	DPS	7th Floor Intake Area
Intake waiting area	12	45	540	DPS	7th Floor Intake Area
Kids Space	100	1	100	DPS	7th Floor Intake Area
Self-Service Kiosks	9	3	27	DPS	7th Floor Intake Area
Consult Room	100	2	200	DPS	7th Floor Intake Area
ADA-accessible family restroom (public)	80	1	80	DPS	7th Floor Intake Area
Plan Pick-Up Area	100	1	100	DPS	7th Floor Intake Area

6,743

Notes:

1. Cashier room accommodates 4 people and is noted as a shared office on DPS program. Location to be determined
2. One of the above conference rooms will be dedicated to Public Intake Area.
3. Counter types: 2 zoning, 1 residential, 1 comm'l fast track, 1 land dev; 1 well & septic

Wheaton Space Program SummaryDepartment: **Dept of Environmental Protection (DEP)**

Locations: 255 Rockville Pike & 6th Floor EOB, Rockville

Points of Contact: Stan Edwards & Anthony Skinner

note all office and station sizes t.o. the
program have been changed to new stds

	2019			Comments	03.02.16 Change Notes
	Space Std.	Qty.	NSF		
<u>Director</u>					
Private Office	240 Off1	1	240	Director - Feldt	
Private Office	100 Off6	1	100	Attorney	
Workstation - Support	80 WS1	1	80		
Workstation - Support	64 WS2	1	64		
		4	484		
<u>Management Services</u>					
Private Office	180 Off3	1	180	Manager	
Private Office	100 Off6	1	100	HR Liaison	
Private Office	100 Off6	1	100	Supervisor	
Workstation	80 WS1	4	320		
Workstation - Support	64 WS2	3	192		
		10	892		
<u>WQPC & Technology Services</u>					
Private Office	160 Off7	1	160	Manager - Wan	
Workstation	80 WS1	6	480		
Workstation - Support	64 WS2	3	192		
		10	832		
<u>Water & Wastewater Policy</u>					
Private Office	180 Off3	1	180	Division Chief - Lake	
Workstation	80 WS1	3	240		
		4	420		
<u>Environmental Policy & Compliance (DEPC)</u>					
Private Office	180 Off3	1	180	Division Chief - Edwards	
Workstation - Support	64 WS2	1	64		
		2	244		
<u>DEPC - Office of Sustainability</u>					
Private Office	100 Off6	1	100	Supervisor - Vigen	
Workstation	80 WS1	10	800		
		11	900		
<u>DEPC - Environmental Compliance</u>					
Private Office	100 Off6	1	100	Supervisor - Martin	
Workstation	48 WS3	8	384	Env Health Specialists	
		9	484		
<u>Watershed Management (WMD)</u>					
Private Office	180 Off3	2	360	Division Chief - Shofar +1	
Workstation - Support	64 WS2	1	64		
		3	424		
<u>WMD - Stormwater CIP (Contractor Support)</u>					
Workstation	64 WS2	1	64		13 seats deleted
		1	64		
<u>WMD - Rainscapes</u>					
Private Office	100 Off6	1	100	Supervisor - English	
Workstation	80 WS1	3	240		
Workstation - Support	64 WS2	1	64		
		5	404		
<u>WMD - Stormwater Fac. Insp. & Maint.</u>					
Private Office	160 Off7	1	160	Manager - Stevens	
Private Office	100 Off6	2	200	Supervisors - Oden, Milberg	
Workstation	80 WS1	6	480		
Workstation - Support	64 WS2	1	64		6 seats deleted
Workstation	36 WS4	9	324	Permitting / Code Enforcement	
		19	1,228		
<u>WMD - Watershed Construction</u>					
Private Office	160 Off7	1	160	Manager - Stiles	
Workstation	80 WS1	6	480		
Workstation - Support	64 WS2	2	128		3 seats deleted
Workstation	36 WS4	3	108	Field Services - Level 2	
		12	876		
<u>WMD - Watershed Quality Planning & Monitoring</u>					
Private Office	160 Off7	1	160	Manager	
Private Office	100 Off6	1	100	Supervisor	
Workstation	80 WS1	5	400		
Workstation	48 WS3	5	240	Water Quality Specialists	
		12	900		
<u>WMD - Watershed Restoration & Capital Projects</u>					
Private Office	160 Off7	1	160	Manager - Carson	
Workstation	80 WS1	12	960		

Workstation - Support	64	WS2	1	64	
			14	1,184	
<u>Division of Solid Waste Division (DSWS)</u>					
Private Office	180	Off3	1	180	Division Chief - Locke
Private Office	100	Off6	1	100	HR Liaison
Workstation	80	WS1	1	80	
			3	360	
<u>DSWS - Collections Section</u>					
Private Office	160	Off7	1	160	Manager - Ennis
Private Office	100	Off6	2	200	Supervisors
Workstation	80	WS1	3	240	
Workstation - Support	64	WS2	2	128	
Workstation	36	WS4	15	540	Prog Spec / Code Enforce
			23	1,268	
<u>DSWS - Waste Reduction & Recycling Section</u>					
Private Office	160	Off7	1	160	Manager - Kao
Private Office	100	Off5	4	400	Supervisors/Vol. Coord.
Workstation	80	WS1	1	80	
Workstation	48	WS3	18	864	Program Specialists
			24	1,504	
<u>DSWS - Business Section</u>					
Private Office	160	Off7	1	160	Manager - Skinner
Private Office	100	Off5	3	300	Supervisors
Workstation	80	WS1	7	560	
Workstation	64	WS2	1	64	
			12	1,084	
<u>DSWS - Northern Ops. & Strategic Planning</u>					
Private Office	160	Off7	1	160	Manager - Davidson
Workstation	80	WS1	2	160	
			3	320	
					solid waste staff nsf 4,536
Subtotal Staff			181	13,872	
					total seat count reduced by 22
<u>Dedicated Support Space:</u>					
Reception Area - Director	100		1	100	
Secure Storage - Mgmt Svcs	64		1	64	Personnel and Contract Files
				164	
Subtotal Dedicated Support				164	
Total NSF				14,036	

Notes:

1. DEP has 6-7 walk-ins per day, but majority are simply looking for restrooms. DEP does not feel that they need to locate people in the Public Intake Area; however, a kiosk or display to create awareness of DEP programs is desirable.
2. DEP Watershed Mgmt interfaces with DPS for reviews and permitting.

Wheaton Space Program Summary

Department: DEP Shared Support

any support that is allocated as count/floor will
need to be re-evaluated when stack is revised
03.23.16 Change Notes

03.02.16 Change Notes

required to add since not shared between groups

deleted

design to be combined into single large room

design to be combined into single large room

added

size corrected

eliminated per DOT comment

this room acts as Mud Room

2 belong to solid waste?

	Space Std.	2019		Used by	Comments	
		Qty	NSF			
Personal Use Room	64	1	64			
Copy / Print Room	200	2	400		One per floor	
Coffee / Pantry	200	2	400		9, One per floor	
Large Conference Room	900	0	0			
Medium Conference Room	500	2	1,000			
Small Conference Room	300	2	600			
Xsmall Conference Room	150	2	300			
Collaboration Rooms / 4p	100	8	800			
Training Room	800	0	0			
Consolidated Storage Room (field activities)	450	1	450	1st Floor	2, 8	
Secure IT Storage	64	2	128		1	
Water Quality Specialist Lab	350	1	350		3, 7	
Plotter / File / Layout Area	200	1	200		4	
Large File Cabinet	9	8	72		5	
Consolidated Outreach Materials Storage	450	1	450		6	
Program Manager Storage Room	80	3	240			
Dedicated Storage Room	100	1	100			
Assembly Work Area	200	1	200			
Distributed 5-high Lateral Files	15	7	105			
Distributed 4-high Vertical Files	15	10	150			
IT Tech Workroom with Plotter	120	1	120			
Field Workstation	36	1	36			
		Total NSF	6,165			

Notes:

1. For IT equipment, combine into a single room

2. Consolidates previously-identified separate storage areas and serves: Stormwater Facility Inspection & Maintenance, Watershed Planning and Monitoring, Planning/Design/Construction and Rainscapes. To have shelving racks, hangers for equipment. Ideally locate near loading dock/ground level. Include Go-Kits. [NOTE: Other, redundant storage requirements have been eliminated.] We will also need to develop a solution for drying large nets.

3. Does not need to be near loading dock if there is a freight elevator that can be used to bring in samples

4. Contains 9 flat files, 2 plotters, and plan layout area on top of flat files

5. Serves Divisions/Groups, MS & DO

6. Consolidates previously identified separate areas: Sustainability, Rainscapes, Watershed Mgmt

7. Water Quality Specialist Lab requires a fume hood, sink with eye wash, storage for flammable liquids. Locate near mudroom & loading dock. Perhaps locate near Aquatics Lab, but not likely combined.

8. Mudroom has been taken out of DEP requirements, since it will be a shared support space. Adjacency to Consolidated Storage Room (below) preferred, since equipment cleaned off in mudroom would be stored in Consolidated Storage Room. Room must have large sink area, with an area where equipment could be washed off/down -- so preferably with a central drain and the ability to hose down the floor.

9. Provide exhaust and/or enclosure for microwave area of pantry

Wheaton Space Program SummaryDepartment: **Regional Services Center (RSC)**

Current Location: 2424 Reddie Drive, Wheaton

Point of Contact: Ana Lopez Van Balen

note all office and station sizes t.o. the
program have been changed to new stds

03.02.16 Change Notes

2019						
	Space Std.		Qty.	Sq. Ft.	Comments	03.02.16 Change Notes
<u>Director's Office</u>						
Private Office	240	Off1	1	240		
Private Office	180	Off3	1	180		reduced from 192 to 180 to align with standards
Workstation	64	WS2	2	128		
			4	548		
<u>Urban District</u>						
Private Office	180	Off3	2	360		reduced from 192 to 180 to align with standards
Supervisor	48	WS3	4	192	Can be benching, or a shared office	
Field Team			23	0	see note 4	
			29	552		
Subtotal Staff			33	1,100		
<u>Dedicated Support Space:</u>						
Coffee / Pantry	150		1	150	in RSC suite	added back to RSC, no longer shared
Copy / Print Room	150		1	150	in RSC suite	added back to RSC, no longer shared
RSC Director's Conf Room	500		1	500	seat 15 at table, 8 in side seating	
Director's Office Storage	150		1	150		
Reception Area	100		1	100	Seats 2 to 4 people	
Roll Call Room	1125		1	1,125	Would like seats for everyone in the department at the table. This meeting is daily, also used for training and doubles as space for disaster recovery. Seats 30 people	
Gear Storage	80		1	80	For disaster recovery items, should be near the Roll Call Room	
Locker Room - Men	600		0	0	1 shower, 20 full hgt lockers	see note 4
Locker Room - Women	350		0	0	1 shower, 3 full hgt lockers	see note 4
Breakroom	340		1	340	For the field team, a place to congregate. With TV but no millwork or plumbing. 12 people at one time	
Swing Workstation/File	300		1	300	For the field team to work in when in the office, includes areas for charging devices	
Equipment charging room	64		1	64	Located off the swing workstation designated space that has the capacity/electricity and access to charge equipment	
MCPD break room	300		1	300	Desk for 4, and an area to store their bicycles in the room.	
Subtotal Dedicated Support				2,209		
<u>Storage</u>						
Tools and Materials Storage	400		1	400	1500 SF Near the loading dock, all but 400SF could be offsite. See first floor spaces	these spaces are not accommodated at the new building
Gas Powered Equipment Storage	300		1	300	Near the loading dock, could be offsite. See first floor spaces	
Climate Controlled/Events Storage	400		1	400	Near the loading dock, possibly offsite. See first floor spaces	
Subtotal Storage				1,100		
Total NSF				3,309		

Notes:

1. RSC would like to be co-located with Urban District
2. RSC doesn't need a presence in the intake area, but would like a kiosk as a social service resource
3. Would prefer to be located on a lower level in the stack because of the nature of their work
4. 23 field staff will need full-height permanent lockers to access throughout the day.

Wheaton Space Program SummaryDepartment: **Licensure & Regulatory Services (L&R)**

Location: 255 Rockville Pike

Point of Contact: Clark Beil

	2019				
	Space Std.		Qty.	NSF	Comments
<u>Administration & Operations</u>					
Private Office	180	Off8	1	180	Sr Admin - C Beil
Private Office	100	Off6	1	100	K McCullough
Private Office	100	Off6	1	100	T Poole (supervisor)
Workstation	64	WS2	5	320	
			8	700	
<u>Environmental Health Services</u>					
Private Office	160	Off3	1	160	K Welch
Private Office	120	Off7	1	120	E Smedley
Workstation	64	WS1	10	640	Env. Inspection Program (10p)
Workstation	64	WS1	11	704	Env. Inspection Program (11p)
			23	1,624	
<u>Health Care Services</u>					
Private Office	160	Off3	1	160	K Schoonover
Private Office	120	Off7	2	240	K Queen, P Gallagher
Workstation	64	WS1	2	128	Assisted Living
Workstation	64	WS1	7	448	Long Term Care
			12	976	
<u>Subtotal Staff</u>			43	3,300	
<u>Dedicated Support Space:</u>					
				0	
<u>Subtotal Dedicated Support</u>			-		
<u>Total NSF</u>				3,300	

Notes:

Wheaton Space Program SummaryDepartment: **Licensure & Regulatory Services (L&R) Shared Support**

	Space Std.	2019		Notes	Comments	3-20-16 proposed reduction strategies
		Qty	NSF			
Personal Use Room	64	0	0			part of floor shared
Large Conference Room	900	0	0	2, 11		part of floor shared
Small Conference Room	300	0	0	9	10 - 12p	part of floor shared
Medium Conference Room	450	1	450	9	15 - 18p	500 to 450
Collaboration Rooms / 4p	100	2	200		4p	
Copy / Print Room	200	1	200	6		
Coffee / Pantry	130	1	130	12		200 to 130, seating in shared space
Quiet Car	150	0	0	7		deleted in 5/23 mtg
Lab	130	1	130	1		150 requested, reduced in 5/23 mtg
Locked Storage	150	1	150	8	PCI files	
Forms Storage	80	1	80	10		150 to 80
Consultation Room/Alcove	80	1	80		adj to reception	
Large File Cabinet	9	40	360			
HIPAA Files/Fax Room	150	1	150	4		180 to 150
Plan Review Office	150	1	150	3		200 to 150
Reception	300	1	300	5		400 to 300
Huddle Bars	36	3	108		between stns	qty of 4 to 3
Locked Supply Storage (Env)	20	1	20		closet	
		Total NSF	2,508			

Notes:

* This group does inspections of mobile units (food trucks), up to 5 a day, which needs a location to occur, DOT to review and advise

1. Provide one fridge, sink, lockable filing storage below counter in addition to general supply storage.

2. Department periodically holds all-hands meetings for 45p so flexible meeting space is important. Access to a large room in the building that is shared is preferred. Monthly

3. Provide space for rolled plan storage and two (2) 5 - high laterals for flat plan storage (one for pool and one for food), two (2) architecture plan review tables, one (1) plan review desk to include two (2) monitors and one computer for digital plan review, and two (2) bookshelves for project binders.

4. (8) 5-high file cabinets, table for fax machine and printer. Room must be lockable.

5. Reception desk must seat 2 staff, license photos are taken at desk, seating for min 10 in the lobby, provide displays for self-service forms, provide storage at the desk for additional forms (hanging in file folder okay). Plan to add self-service kiosk in future.

6. Accommodate mail slots for all staff in the Copy / Print Room

7. Space for inspectors to have heads-down focus/report writing

8. Locked storage for files transition out of space into storage, provide shelving for banker boxes.

9. Conference rooms shall be directly adjacent with an operable partition between with flexible tables that can be rearranged into classroom style for 15 test takers.

10. Storage room needed with storage designed for forms, to be shared by both groups

11. Potential to share larger conference room space with CUPF. To be evaluated further during space planning.

12. Potential to share café seating space with CUPF provided there are separate pantry spaces.

Wheaton Space Program Summary

Department: Community Use of Public Facilities (CUPF)

	2019					9/26/16 mtg modifications
	Space	Std.	Qty.	NSF	Comments	3/24/16 mtg modifications
<u>Director</u>						
Private Office	240	Off1	1	240	4 G Gong	
Private Office	120	Off5	-	-		(1) office shown from Director to Admin
Workstation	80	WS1	2	160	MCPS Mgrs	
Workstation	80	WS1	1	80	A Harvey	HR Liasion, locate away from circulation
Workstation	64	WS2	1	64	N Brooks / receptionist	
			5	544		
<u>Administrative Support Team</u>						
Private Office	120	Off5	1	120	4 Manager (180sf office requested)	try to increase size in test fit
Private Office	120	Off5	3	360	1, 4 P Cheung, P Hibbard, B DeFazio	(1) office shown from Director to Admin
Workstation	80	WS1	2	160	2 M Bean, P Welwitogoda	(1) Fiscal Assistant, (1) Office Services Coordinator
Workstation	64	WS2	3	192	3	(2) wkstn eliminated, (1) Prg. Specialist I (growth)
			9	832		
<u>Core Services Team</u>						
Private Office	120	Off5	3	360	4 Manager (180sf office requested)	(1) Prog. Mgr. I (reclass), (1) Prog. Mgr. I (growth)
Workstation	80	WS1	3	80	1 Program Specialist located at Active Montgomery Intake on floor 2	(1) Prog. Specialist II (growth)
Workstation	64	WS2	11	704		(1) wkstn eliminated
			17	1,144		
<u>Temps</u>						
Workstation	48	WS3	1	48		(2) temp wkstns eliminated
			1	48		
Subtotal Staff			32	2,568		
<u>Dedicated Support Space:</u>						
Reception Area - Director	64		0	0		removed, not in existing space
				0		
Subtotal Dedicated Support			-			
Total NSF				2,568		

Notes:

1. These two individuals are IT and require additional data drops and power for multiple CPUs. Offices must lock and be adjacent to IT storage.
2. These two individuals are shared with Recreation, if they are seated here perhaps they do not require desks in Recreation. M. Bean to be seated solely in REC, P. Welwitogoda shall have desks in both REC and CUPF.
3. One of these stations is the Financial Asst and he requires direct adjacency to PIC secured files/fax room.
4. provide power and data on wall at Manager offices for Smart Board, coordinate blocking as needed

Wheaton Space Program SummaryDepartment: **CUPF Shared Support**

	Space Std.	2019		Notes	Comments	
		Qty	NSF			
Personal Use Room	64	0	0			3-20-16 proposed reduction strategies
Boardroom	650	0	0	1,7		shared on floor
Small Conference Room	300	0	0	2		shared on floor
Small Conference Room	300	1	300			not shared so each suite has one conf rm inside
Collaboration Rooms / 4p	100	1	100			
Copy / Print Room	200	1	200	3		
Coffee / Pantry	130	1	130	8,9		200 to 130, seating in shared space
Secure IT Storage Closet/ Server Room	80	1	80			
5-high File Cabinet (in hallway)	9	7	63			cabinets shall be lockable
PCI Secure Room	120	1	120	6		
Storage Room	150	1	150	5		
Reception Area	300	1	300	4		
Coats (visitor and staff)	15	1	15			added per 5/31/16 CUPF comments
		Total NSF		1,458		

Notes:

1. Seat 14p at the table, side seating for an additional 16p. Board mtgs held quarterly. Staff mtgs for ~15p held weekly.
2. Min. 10p at the table, will also be used for training at laptops at the table.
3. Provide two multi-function copiers and mail slots for staff. Would like to see a centralized print area as well.
4. Seat 4, provide two self-service pcs (kiosks). Sightline needed by some staff to the front desk for back-up coverage when receptionist is away. Form storage needed at desk.
5. Banker box storage on shelving.
6. To include a secure fax machine and locked files. Fax may be shared with MNCPPC and located on the 2nd floor Intake area.
7. Potential to share larger conference room space with HHS. To be evaluated further during space planning.
8. Potential to share café seating space with HHS provided there are separate pantry spaces.
9. Pantry to include sink, disposal, fridge, microwave, filtered water, and preference for a toaster oven.

Wheaton Space Program SummaryDepartment: **CUPF Shared Support**

	Space Std.	2019		Notes	Comments	3-20-16 proposed reduction strategies
		Qty	NSF			
Personal Use Room	64	1	64			shared on floor
Large Conference Room	750	1	750	1		900 to 750
Medium Conference Room	300	1	300	1		500 to 300
Meeting Breakout / Café Seating	200	1	200	2		shared on floor
		Total NSF		1,314		

Notes:

1. Operable partition between large and small conf rooms, large room sized to hold CUPF board meetings, rooms together sized to hold L&R staff meetings
2. Shared café seating space can also serve as meeting breakout space, pantries are separate

Wheaton Space Program SummaryDepartment: **Recreation (REC)**

Location: 4010 Randolph Road

Point of Contact: Jeffrey Bourne

8/18/16 program edits per REC

6/16/16 program edits per REC

6/13/16 program edits per REC

5/23/16 meeting revisions

	2019					6/13/16 program edits per REC
	Space	Std.	Qty.	NSF	Comments	5/23/16 meeting revisions
<u>Director</u>						
Private Office	240	Off1	1	240	Director	
Workstation	64	WS1	1	64	SEAA	
Workstation	64	WS1	1	64	OSC	
Private Office	160	Off7	2	320	Division Chief / MII	180 requested, resized to 160 by DOT
Private Office	100	Off6	1	100	Prog Mgr II	160 requested, resized to 100 by DOT
Private Office	100	Off6	1	100	Prog Mgr II	wellness & fitness program manager II
<u>Communications & Outreach</u>						
Private Office	100	Off6	1	100	Prog Mgr I	160 requested, resized to 100 by DOT
Workstation	64	WS1	1	64	Admin Spec III	
Workstation	64	WS1	1	64	Admin Spec I	(1) workstation added
Workstation	64	WS1	1	64	Reception	(1) workstation added
Workstation	64	WS2	1	64	Rec Spec	
Workstation	36	WS4	1	36	Seasonal/Intern	
			13	1,280		
<u>Management Services</u>						
Private Office	160	Off7	1	160	Division Chief / MII	REC to identify any staff redundant to Intake (1) office added
Private Office	120	Off5	1	120	Manager III	160 requested, resized to 120 by DOT
Workstation	64	WS1	1	64	IT Tech/Spec II	
Workstation	64	WS1	1	64	IT Tech III	120 requested, changed to 80 cube in 5/23 mtg
Private Office	100	Off6	1	100	Sr IT Spec	120 requested, changed to 100 office in 5/23 mtg
Workstation	64	WS1	2	64	IT Spec I	one staff seated in Graphics Studio
Workstation	64	WS1	1	64	Acct III	
Workstation	64	WS2	4	256	Fisc Asst	
Private Office	100	Off6	1	100	Admin Spec III	80 requested, changed to 100 office in 5/23 mtg
Workstation	64	WS1	1	64	Admin Spec III	
Private Office	100	Off6	1	100	Bud Spec III	80 requested, changed to 100 office in 5/23 mtg
Workstation	36	WS4	1	36	Seasonal/Intern	
Workstation	64	WS2	3	192	Prog Aide	REC confirmed seats req'd on 9 and 2
			18	1,224		
<u>Countywide Programs</u>						
Private Office	120	Off5	1	120	Manager III	160 requested, resized to 120 by DOT
Workstation	64	WS1	2	128	OSC	
Workstation	36	WS4	1	36	Seasonal/Intern	
Private Office	100	Off6	3	300	Rec Supr	120 requested, changed to 100 in 5/23 mtg
Workstation	64	WS2	19	1,216	Rec Spec	
Workstation	64	WS2	1	64	Volunteer/TR Coordinator	
Workstation	36	WS4	1	36	Seasonal/Intern	
			28	1,900		
<u>Aquatics</u>						
Private Office	120	Off5	1	120	Manager III	160 requested, resized to 120 by DOT
Workstation	64	WS1	1	64	OSC	
Private Office	100	Off6	1	100	Progr Supr	120 requested, resized to 100 by DOT
Workstation	64	WS2	1	64	Rec Spec	
Workstation	36	WS4	1	36	Seasonal/Intern	
			5	384		
<u>Region/Areas & Community Centers</u>						
Private Office	120	Off5	1	120	Manager III	160 requested, resized to 120 by DOT
Workstation	64	WS1	1	64	OSC	
Private Office	100	Off6	3	300	Rec Supr	120 requested, resized to 100 by DOT
Workstation	36	WS4	1	36	Seasonal/Intern	
Workstation	36	WS4	2	72	Bullpen for Field Staff	
			8	592		
<u>Senior Programs</u>						
Private Office	120	Off5	1	120	Manager III	160 requested, resized to 120 by DOT
Workstation	64	WS1	2	128	Rec Spec	
Workstation	36	WS4	1	36	Seasonal/Intern	
Workstation	36	WS4	1	36	Bullpen for Field Staff	
			5	320		
<u>Growth</u>						
Workstation	64	WS1	4	256	distribute across plan	10 total requested
Subtotal Staff			81	5,956		

Wheaton Space Program SummaryDepartment: **Recreation (REC)**

Location: 4010 Randolph Road

Point of Contact: Jeffrey Bourne

8/18/16 program edits per REC

6/16/16 program edits per REC

6/13/16 program edits per REC

5/23/16 meeting revisions

	2019				
	Space Std.	Qty.	NSF	Comments	
<u>Dedicated Support Space:</u>					
Floor Waiting Area	250	1	250	seating for 4 w/ reception desk	300sf requested / one dedicated reception added
<u>Director</u>					
Files/Storage	100	1	100	secured	100sf requested
Plan/Constr. Storage	150	1	150	flat files, boards, binders	150sf requested
<u>Communications & Outreach</u>					
Files/Storage	200	0	0		deleted in 5/23 mtg w REC
<u>Management Services</u>					
IT Storage/Testing	350	1	350	see note 1	600sf requested
HR Records	200	1	200	secured.see note 2	200sf requested
Finance Records	200	1	200	PCI-certified secured	200sf requested
Graphic Studio	300	1	300	see note 3	300sf requested
<u>Countywide Programs</u>					
Event Storage	150	1	150	secured	150sf requested
Files/Storage	120	1	120		400sf requested
<u>Aquatics</u>					
Files/Storage	120	1	120	some to be accommodated onsite	600sf requested
<u>Region/Areas & Community Centers</u>					
Files/Storage	120	1	120	some in open, some in shared	200sf requested
<u>Senior Programs</u>					
Files/Storage	120	1	120	some in open, some in shared	200sf requested
			2,180		
<u>Subtotal Dedicated Support</u>			2,180		
Total NSF			8,136		

Notes:

1. Provide locked room with multiple data and power outlets at shelving to store small equipment that must remain on and on-line.
2. Two file areas- one for personnel files and one for HIPPA files
3. Graphic Designer seated in the Graphic Studio, no additional seat needed.

Wheaton Space Program SummaryDepartment: **REC Shared Support**

8/18/16 program edits per REC

6/16/16 program edits per REC

5/23/16 meeting revisions

	Space Std.	2019 Qty	NSF	Notes	Comments	
Personal Use Room	64	1	64	7		
Coffee / Pantry	300	1	300		provide seating	300sf requested
Copy / Print Room	280	1	280	1		280sf requested
Mail Room	64	1	64	6		80 to 64sf, directly adj to copy room
Large Conference Room	600	1	600		joined to 1 small	1600sf requested, seats ~30p @ 800sf
Small Conference Room	300	2	600		join 1 with the large	3 total requested, seats 10-12p @ 300sf
XSmall Conference Room	150	1	150		with web cam	added in 3/29/16 meeting
Consultation Room / 2-4p	100	1	100	4	alcoves or enclosed	1 on staff floor, 1 at Intake that is shared / confirm
Training Room	600	1	600	3		1200sf requested, resized per 5/23 mtg, seats 20

subtotal	2,758
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REC Intake / Active Montgomery

floor 2

Staff / Specialists	80	3	240			REC confirmed seats req'd on 9 and 2
Staff / Counter (space in Mgmt Svcs Intake below)	0	4	0			
Consultation Room / 2-4p	100	1	100	4	alcoves or enclosed	1 on staff floor, 1 at Intake that is shared
Family Restroom	80	1	80			recommend eliminate and share with MNCPPC
Management Services Intake	660	1	660	5	location TBD	counter area

subtotal	1,080
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Total NSF	3,838
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Notes:

1. Provide two multi-function copiers, one b&w and one color.
2. Currently files allocated to file rooms but some could be brought out onto the floor and incorporated into Huddle Bars
3. Training for 20p at computers
4. One should be adjacent to their public front counter for financial consultation
5. Seat 4 people at front desk, 3 people seated adjacent in workstations to support front desk activity. Sightline needed from workstations to front desk. Provide 2 self-serve pc kiosks at counter and seating for 6 visitors.
6. This does not need to be a separate room, but rather a lockable cabinet or space adjacent to copy room.
7. Mothers' Room on staff floor, there will be a shared Personal Use room at the Intake for public use

Wheaton Space Program SummaryDepartment: **Building Shared**

any support that is allocated as count/floor will
need to be re-evaluated when stack is revised

04.19.16 Change Notes

03.23.16 Change Notes

03.02.16 Change Notes

		2019				
	<i>Space Std.</i>	<i>Qty</i>	<i>NSF</i>	<i>Used by</i>	<i>Comments</i>	
Main Building Lobby	3,148	1	3,148	Shared	1st floor	
Conceirge Counter	60	1	60	Shared	1st floor	
Self-Serve Kiosks	10	3	30	Shared	1st floor	
Locker Room	800	2	1,600	Shared	1st floor	
Loading Dock with Trash Room	1,629	1	1,629	Shared	1st floor	maintain as full building shared
Housekeeping Storage	200	1	200	Shared	TBD	
Mail Room	800	0	0	Shared		each group must provide own mail space
Data Center	1,000	1	1,000	Shared	TBD	shared with cages inside to separate groups
Building Mail Room / USPS	150	1	150	Shared	near loading dock	central USPS drop off point
Cross-County Ombudsman Exec Asst.	80	0	0	Shared	2nd floor	deleted by DOT
		Total NSF	7,817			

Turnkey
Wheaton Office Building
Annex Three to Exhibit A
Prevailing Wage

See attached Prevailing Wage rates dated June 3, 2013.

INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry,
Prevailing Wage Unit.

The wage rates posted on this site are provided for **informational** purposes ONLY.

The wage and fringe rates may change between the time of issuance of the wage determinations and the
award of the public works contract. Therefore, prior to the award of the public works contract, verification
must be made with the public body, to insure that the rates contained in this determination are still
prevailing.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of
pre-advertisement for bids or onsite job posting for public work contracts that are funded with 50% of State
funds and are over \$500,000 in contract value.

MONTGOMERY COUNTY		BUILDING CONSTRUCTION			Print Date June 03, 2013
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
BALANCING TECHNICIAN	SR	\$ 27.16		\$12.58	
BOILERMAKER	AD	\$ 27.21	025	\$8.30	
BRICKLAYER	AD	\$ 33.08		\$15.12	
CARPENTER	AD	\$ 26.61		\$7.64	
CARPET LAYER	AD	\$ 26.61		\$7.64	
CEMENT MASON	AD	\$ 22.50		\$2.64	
COMMUNICATION INSTALLER TECHNICIAN	AD	\$ 24.63	510	\$11.97	a + b
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$ 24.14		\$8.97	
ELECTRICIAN	AD	\$ 39.75		\$13.78	
ELEVATOR MECHANIC	AD	\$ 39.70		\$27.01	
FIRESTOPPER	AD	\$ 26.06		\$7.66	
GLAZIER	AD	\$ 29.17		\$9.42	
INSULATION WORKER	AD	\$ 33.13		\$15.21	
IRONWORKER - FENCE ERECTOR	AD	\$ 33.13		\$15.20	
IRONWORKER - ORNAMENTAL	AD	\$ 29.55		\$15.33	
IRONWORKER - REINFORCING	AD	\$ 26.00		\$17.18	
IRONWORKER - STRUCTURAL	AD	\$ 29.55		\$15.33	
LABORER - AIR TOOL OPERATOR	AD	\$ 14.00		\$2.56	
LABORER - BLASTER - DYNAMITE	AD	\$ 14.00		\$2.56	
LABORER - BURNER	AD	\$ 14.00		\$2.56	
LABORER - CLEANER (JANITORIAL)	AD	\$ 18.56	001	\$15.05	
LABORER - COMMON OR UNSKILLED	AD	\$ 21.26		\$6.97	
LABORER - CONCRETE PUDDLER	AD	\$ 14.00		\$2.56	
LABORER - CONCRETE SURFACER	AD	\$ 14.00		\$2.56	
LABORER - CONCRETE TENDER	AD	\$ 14.00		\$2.56	
LABORER - CONCRETE VIBRATOR	AD	\$ 14.00		\$2.56	
LABORER - DENSITY GAUGE	AD	\$ 14.00		\$2.56	
LABORER - GRADE CHECKER	AD	\$ 14.00		\$2.56	
LABORER - HAND ROLLER	AD	\$ 14.00		\$2.56	
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$ 14.00		\$2.56	
LABORER - JACKHAMMER	AD	\$ 14.00		\$2.56	
LABORER - LANDSCAPING	AD	\$ 17.34	033	\$6.59	
LABORER - LAYOUT	AD	\$ 14.00		\$2.56	
LABORER - MASON TENDER	AD	\$ 14.00		\$2.56	
LABORER - MORTAR MIXER	AD	\$ 14.00		\$2.56	

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
LABORER - PIPELAYER	AD	\$ 14.00		\$2.56
LABORER - PLASTERER - HANDLER	AD	\$ 14.00		\$2.56
LABORER - SCAFFOLD BUILDER	AD	\$ 14.00		\$2.56
LABORER - TAMPER	AD	\$ 14.00		\$2.56
MILLWRIGHT	AD	\$ 27.96		\$12.30
PAINTER	AD	\$ 24.14		\$8.97
PILEDRIIVER	AD	\$ 25.77		\$8.18
PLUMBER	AD	\$ 38.17		\$15.82 a
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	\$ 23.78	033	\$6.87
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$ 23.50	033	\$6.87
POWER EQUIPMENT OPERATOR - BOBCAT	AD	\$ 20.15	033	\$0.00
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$ 33.10		\$9.70
POWER EQUIPMENT OPERATOR - BROOM TRUCK	AD	\$ 23.78	033	\$6.87
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$ 25.75	510	\$11.80 a + b
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$ 32.50		\$2.64
POWER EQUIPMENT OPERATOR - CRANE	AD	\$ 29.95		\$6.24
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$ 25.01		\$2.64
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$ 32.05		\$8.85
POWER EQUIPMENT OPERATOR - DRILLER	AD	\$ 29.30	003	\$15.05
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$ 20.50		\$2.64
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$ 17.78		\$5.73
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$ 27.00	033	\$6.87
POWER EQUIPMENT OPERATOR - GRADER	AD	\$ 25.03	005	\$14.85 a
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$ 25.75	005	\$11.80
POWER EQUIPMENT OPERATOR - LOADER	AD	\$ 26.25	033	\$7.27
POWER EQUIPMENT OPERATOR - MASTER MECHANIC	AD	\$ 32.46	033	\$6.87
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$ 34.42	033	\$9.70
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$ 25.92	001	\$13.35
POWER EQUIPMENT OPERATOR - OILER	AD	\$ 23.55	005	\$17.30 a
POWER EQUIPMENT OPERATOR - PAVER	AD	\$ 25.00	033	\$0.00
POWER EQUIPMENT OPERATOR - ROCK / STUMP TUB GRINDER	AD	\$ 25.75	005	\$11.80
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$ 22.02	033	\$10.70
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$ 25.75	005	\$11.80 a
POWER EQUIPMENT OPERATOR - SCREED	AD	\$ 15.68	033	\$3.44
POWER EQUIPMENT OPERATOR - SWEEPER	AD	\$ 25.03	005	\$14.85
POWER EQUIPMENT OPERATOR - TRENCHER	AD	\$ 25.75	005	\$11.80
RESILIENT FLOOR	AD	\$ 25.00	013	\$6.00
ROOFER/WATERPROOFER	AD	\$ 28.07		\$9.48
SHEETMETAL WORKER	AD	\$ 38.39		\$14.68
SPRINKLERFITTER	AD	\$ 29.63		\$17.72
STEAMFITTER/PIPEFITTER	AD	\$ 37.62		\$18.20 a
TILE & TERRAZZO FINISHER	AD	\$ 20.48		\$8.84
TILE & TERRAZZO MECHANIC	AD	\$ 23.74		\$9.99
TRUCK DRIVER - DUMP	AD	\$ 21.30	033	\$7.46
TRUCK DRIVER - TRACTOR TRAILER	AD	\$ 34.42		\$9.70

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
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FRINGE REFERENCES AS NOTED:

- a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
2 years service - 2 weeks paid vacation;
10 years service - 3 weeks paid vacation.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for public work contracts that are funded with 50% of State funds and are over \$500,000 in contract value.

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
(CH) 17-211 Commissioners' Hearing
(CR) 17-208 Commissioners' Review
(SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AIIST.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dlr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

END OF REPORT

INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry,
Prevailing Wage Unit.

The wage rates posted on this site are provided for **informational** purposes ONLY.

The wage and fringe rates may change between the time of issuance of the wage determinations and the
award of the public works contract. Therefore, prior to the award of the public works contract, verification
must be made with the public body, to insure that the rates contained in this determination are still
prevailing.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of
pre-advertisement for bids or onsite job posting for public work contracts that are funded with 50% of State
funds and are over \$500,000 in contract value.

MONTGOMERY COUNTY		HIGHWAY CONSTRUCTION			Print Date June 03, 2013
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
CARPENTER	AD	\$ 26.61		\$7.64	
CEMENT MASON	AD	\$ 19.56		\$2.69	
ELECTRICIAN	AD	\$ 34.60	510	\$16.01	
ELECTRICIAN - STREET LIGHTING	AD	\$ 34.60	510	\$16.01	
IRONWORKER - REINFORCING	AD	\$ 26.00		\$17.18	
IRONWORKER - STRUCTURAL	AD	\$ 26.88	021	\$17.24	
LABORER - AIR TOOL OPERATOR	AD	\$ 24.80		\$6.97	
LABORER - ASPHALT PAVER	AD	\$ 18.56	001	\$15.05	
LABORER - ASPHALT RAKER	AD	\$ 11.56		\$1.69	
LABORER - BLASTER - DYNAMITE	AD	\$ 24.80		\$6.97	
LABORER - BURNER	AD	\$ 24.80		\$6.97	
LABORER - COMMON OR UNSKILLED	AD	\$ 18.98		\$4.18	
LABORER - CONCRETE PUDDLER	AD	\$ 24.80		\$6.97	
LABORER - CONCRETE SURFACER	AD	\$ 24.80		\$6.97	
LABORER - CONCRETE TENDER	AD	\$ 24.80		\$6.97	
LABORER - CONCRETE VIBRATOR	AD	\$ 24.80		\$6.97	
LABORER - DENSITY GAUGE	AD	\$ 24.80		\$6.97	
LABORER - FLAGGER	AD	\$ 15.05		\$6.97	
LABORER - GRADE CHECKER	AD	\$ 24.80		\$6.97	
LABORER - HAND ROLLER	AD	\$ 24.80		\$6.97	
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$ 24.80		\$6.97	
LABORER - JACKHAMMER	AD	\$ 24.80		\$6.97	
LABORER - LANDSCAPING	AD	\$ 14.28		\$0.25	
LABORER - LAYOUT	AD	\$ 24.80		\$6.97	
LABORER - LUTEMAN	AD	\$ 15.77	510	\$5.85	
LABORER - MASON TENDER	AD	\$ 24.80		\$6.97	
LABORER - MORTAR MIXER	AD	\$ 24.80		\$6.97	
LABORER - PIPELAYER	AD	\$ 24.80		\$6.97	
LABORER - PLASTERER - HANDLER	AD	\$ 24.80		\$6.97	
LABORER - SCAFFOLD BUILDER	AD	\$ 24.80		\$6.97	
LABORER - TAMPER	AD	\$ 24.80		\$6.97	
MILLWRIGHT	AD	\$ 30.29		\$8.58	
WINTER - BRIDGE	AD	\$ 31.86		\$8.97	
PILED RIVER	AD	\$ 25.77		\$8.18	
PLUMBER	AD	\$ 38.17		\$15.82	

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	\$ 23.78		\$6.87
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$ 23.78		\$6.87
POWER EQUIPMENT OPERATOR - BOBCAT	AD	\$ 20.50	033	\$6.47 a
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$ 23.78		\$6.87
POWER EQUIPMENT OPERATOR - BROOM TRUCK	AD	\$ 20.42		\$6.87 a
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$ 27.00		\$6.87
POWER EQUIPMENT OPERATOR - CRANE	AD	\$ 27.22		\$6.87 a
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$ 39.16	005	\$14.10
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$ 25.30		\$11.55 a
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$ 24.85	005	\$11.80
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$ 27.01		\$6.87
POWER EQUIPMENT OPERATOR - GRADER	AD	\$ 29.00	021	\$3.29
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$ 20.00		\$6.30
POWER EQUIPMENT OPERATOR - LOADER	AD	\$ 24.60		\$9.38
POWER EQUIPMENT OPERATOR - MASTER MECHANIC	AD	\$ 27.50	033	\$6.87
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$ 26.16		\$6.87
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$ 23.78		\$6.87
POWER EQUIPMENT OPERATOR - OILER	AD	\$ 19.73	510	\$11.55
POWER EQUIPMENT OPERATOR - PAVER	SR	\$ 23.78		\$6.87
POWER EQUIPMENT OPERATOR - ROCK / STUMP TUB GRINDER	AD	\$ 25.75		\$11.80
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$ 20.42		\$6.87
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$ 17.50		\$1.05
POWER EQUIPMENT OPERATOR - SCRAPER - PAN	AD	\$ 25.75	003	\$11.80 a
POWER EQUIPMENT OPERATOR - SCREED	AD	\$ 14.25		\$3.10
POWER EQUIPMENT OPERATOR - SWEEPER	AD	\$ 24.85	027	\$11.80 a
POWER EQUIPMENT OPERATOR - TRENCHER	AD	\$ 27.00	015	\$4.17
SPRINKLERFITTER	AD	\$ 30.53	035	\$17.72
TRUCK DRIVER - DUMP	AD	\$ 17.89		\$4.47
TRUCK DRIVER - FLATBED	AD	\$ 28.70	033	\$6.27
TRUCK DRIVER - LOWBOY	AD	\$ 22.19	027	\$7.03
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$ 22.48	027	\$7.03
TRUCK DRIVER - WATER	AD	\$ 15.00	041	\$0.00

FRINGE REFERENCES AS NOTED:

a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
2 years service - 2 weeks paid vacation;
10 years service - 3 weeks paid vacation.

c. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day & Christmas Day.

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
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These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for public work contracts that are funded with 50% of State funds and are over \$500,000 in contract value.

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

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END OF REPORT

Turnkey
Wheaton Office Building
Annex Four to Exhibit A
LEED Scorecard

LEED Dashboard – Wheaton CBD – Office Building – Sample Draft dated December 20, 2016, two pages.

Annex Four

Wheaton Office Building



LEED BD+C - CS - Platinum			Point Thresholds Gensler				Point Totals					
Last Updated - 2016.12.20			Rating	USGBC	Standard	Y	MY	MN	N			
Comprehensive Scorecard			Certified	40-49	48-57	83	5	6	26			
			Silver	50-59	58-69							
			Gold	60-79	70-89							
Project Goal:			Platinum	80+	90+	Current Tracking						
Category	Credit Identifier	Credit Name	Points Available	Submission	Responsible for Documentation	Participate in Credit Achievement	Pursuing Credit (Y/N)	Y	MY	MN	N	Comments
Project Information	PIf1	Minimum Program Requirements	R	D	Architect, Owner	Owner, Architect	R	R				No Comment
	PIf2	Project Summary Details	R	D	Architect	Architect	R	R				No Comment
	PIf3	Occupant and Usage Data	R	D	Architect, Owner	Owner, Architect	R	R				No Comment
	PIf4	Schedule and Overview Documents	R	D	Architect	Architect	R	R				No Comment
	PIf5	Building System Control	R	D	Architect	Architect	R	R				No Comment
Sustainable Sites	SSp1	Construction Activity Pollution Prevention	R	D	Contractor	Contractor, Civil	R	R				2016.05.31 - Required. GC to enforce plan. Civil to verify plan meets or exceeds EPA standards and state so on drawings for documentation compliance.
	SSc1	Site Selection	1	D	Architect	Owner, Architect	Y	1				2016.07.22 - Documentation Complete. Marked Ready for Review.
	SSc2	Development Density and Community Connectivity	5	D	Architect	Owner, Architect	Y	5				2016.07.18 - Documentation Complete and Documentation Uploaded. Marked Ready for Review.
	SSc3	Brownfield Redevelopment	1	D	Architect, Owner	Owner, Architect	Y	1				2016.10.05 - Phase II documentation and brownfield description from GTA has been uploaded. Final documentation confirming remediation has been completed is required.
	SSc4.1	Alternative Transportation - Public Transportation Access	6	D	Architect	Owner, Architect	Y	6				2016.07.18 - Documentation Complete and Documentation Uploaded. Marked Ready for Review.
	SSc4.2	Alternative Transportation - Bicycle Storage and Changing Rooms	2	D	Architect	Owner, Architect	Y	2				2016.05.31 - 32 bicycle spaces and 6 showers are required. All tenants (county and retail tenants) must have access to showers. If unisex restroom/shower facility is utilized - water calculations will be negatively impacted due to increased water consumption from toilet instead of urinal.
	SSc4.3	Alternative Transportation - Low-Emitting and Fuel-Efficient Vehicles	3	D	Architect	Owner, Architect	Y	3				2016.04.05 - Parking is 411. (653 required by zoning). 13 Electric charging stations meets the 3% requirement with 3.16%.
	SSc4.4	Alternative Transportation - Parking Capacity	2	D	Architect	Owner, Architect	Y	2				2016.04.05 - Possibly pursue Exemplary Performance for this credit through SSc4.1 (must quadruple transportation) - possible with metro and multiple bus lines.
	SSc5.1	Site Development - Protect or Restore Habitat	1	D	Landscape	Landscape, Civil	Y	1				2016.10.03 - Oculus to review. All plantings are native or adaptive. Oculus to advise if sedums are adaptive. Civil to also review.
	SSc5.2	Site Development - Maximize Open Space	1	D	Civil	Landscape, Civil	Y	1				2016.10.03 - Civil to provide exhibit and document.
	SSc6.1	Storm water Design - Quantity Control	1	D	Civil	Landscape, Civil	Y			1		2016.10.03 - Regional Priority Credit. Civil will have update Oct 21, rough estimate approximately Oct 6.
	SSc6.2	Storm water Design - Quality Control	1	D	Civil	Landscape, Civil	Y	1				2016.10.03 - Regional Priority Credit. Civil will have update Oct 21, rough estimate approximately Oct 6.
	SSc7.1	Heat Island Effect - Non-roof	1	D	Architect	Architect	Y	1				2016.07.18 - Documentation Complete, but pending upload of final Site Plan in PIf4. Role of documentation changed to Architect.
	SSc7.2	Heat Island Effect - Roof	1	D	Landscape	Architect	Y	1				2014.09.04 - Opt 1: SRI values according to LEED for 75% of roof. Opt 2: Vegetated roof covering 50% of roof. Opt 3: Install high-albedo and vegetated roof meeting LEED criteria.
	SSc8	Light Pollution Reduction	1	D	Lighting	Owner, MEP, Lighting	Y		1			2016.10.03 - MCLA to investigate v4 credit as v2009 does not seem likely.
	SSc9	Tenant Design and Construction Guidelines	1	D	Architect	Owner, Tenant, Architect	Y	1				2016.10.03 - Gensler to provide draft to Stonebridge.
Water Efficiency	WEp1	Water Use Reduction	R	D	MEP	MEP	R	R				2016.04.14 - GHT confirms YES.
	WEc1a	Water-Efficient Landscaping - Reduce by 50%	2	D	Landscape	Civil, MEP, Landscape	Y	2				2016.10.03 - Oculus confirms yes.
	WEc1b	Water-Efficient Landscaping - Reduce by 100%	2	D	Landscape	Civil, MEP, Landscape	Y	2				2016.10.03 - Oculus confirms yes.
	WEc2	Innovative Wastewater Technologies	2	D	MEP	MEP	Y			2		2016.10.05 - GHT noted that this can only be achieved by greywater reuse - GHT (James Yang) to confirm.
	WEc3a	Water Use Reduction - 30%	2	D	MEP	MEP	Y	2				2016.04.14 - Comments from GHT: I don't think GHT has seen plumbing fixture cuts, and we don't yet have a schedule. If the owner is OK with legally binding the tenant least agreements, because we have showers, 40% will be feasible. Without a binding agreement, we can only really anticipate the 30% threshold until an FTE is provided and calculations are done.
	WEc3b	Water Use Reduction - 35%	1	D	MEP	MEP	Y	1				2016.04.14 - See WEc3a
	WEc3c	Water Use Reduction - 40%	1	D	MEP	MEP	Y	1				2016.04.14 - See WEc3a
Energy & Atmosphere	EAp1	Fundamental Commissioning of Building Energy Systems	R	C	CxA	CxA, Contractor	R	R				2016.05.31 - Commissioning Agent is on board.
	EAp2	Minimum Energy Performance	R	D	MEP	MEP, Lighting	R	R				2016.04.14 - GHT confirms YES.
	EAp3	Fundamental Refrigerant Management	R	D	MEP	MEP	R	R				2016.04.14 - GHT confirms YES.
	EAc1	Optimize Energy Performance	21	D	Energy Modeler	Energy Modeler	Y	12			9	2016.12.20 - Annual energy savings at 126.358 KWH with solar array at 10 watts/sf. 21.66% savings (this taked into account the developer controlled portion of the project.)
	EAc1a	Optimize Energy Performance (12% New / 8% Renovation)	3	D	Energy Modeler	Energy Modeler	Y	3				2016.05.31 - See EAc1.
	EAc1b	Optimize Energy Performance (14% New / 10% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.05.31 - See EAc1.
	EAc1c	Optimize Energy Performance (16% New / 12% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.05.31 - See EAc1.
	EAc1d	Optimize Energy Performance (18% New / 14% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.10.03 - See EAc1.
	EAc1e	Optimize Energy Performance (20% New / 16% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.05.31 - See EAc1.
	EAc1f	Optimize Energy Performance (22% New / 18% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.10.03 - See EAc1.
	EAc1g	Optimize Energy Performance (24% New / 20% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				2016.10.03 - See EAc1.
	EAc1h	Optimize Energy Performance (26% New / 22% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				No Comment
	EAc1i	Optimize Energy Performance (28% New / 24% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				No Comment
	EAc1j	Optimize Energy Performance (30% New / 26% Renovation)	1	D	Energy Modeler	Energy Modeler	Y	1				No Comment
	EAc1k	Optimize Energy Performance (32% New / 28% Renovation)	1	D	Energy Modeler	Energy Modeler	Y				1	No Comment
	EAc1l	Optimize Energy Performance (34% New / 30% Renovation)	1	D	Energy Modeler	Energy Modeler					1	No Comment
EAc1m	Optimize Energy Performance (36% New / 32% Renovation)	1	D	Energy Modeler	Energy Modeler					1	No Comment	

Wheaton Office Building



Comprehensive Scorecard			Point Thresholds			Point Totals						
			Rating	USGBC	Gensler Standard	Y	MY	MN	N			
			Certified	40-49	48-57	83	5	6	26			
			Silver	50-59	58-69							
			Gold	60-79	70-89							
Project Goal:			Platinum	80+	90+	Current Tracking						
Category	Credit Identifier	Credit Name	Points Available	Submission	Responsible for Documentation	Participate in Credit Achievement	Pursuing Credit (Y/N)	Y	MY	MN	N	Comments
	EAc2	On-Site Renewable Energy	4	D	MEP	MEP, Owner, Tenant	Y	4				2016.10.05 - GHT will provide annual energy usage once model is complete. Wheaton/Silver Spring LLC to advise on timeline of finalized size, rack size, drawings, etc. Credit will need to be deferred to Construction. Solar array will also need to be part of Cx.
	EAc3	Enhanced Commissioning	2	C	CxA	CxA, Contractor, MEP	Y	2				2016.05.31 - Commissioning Agent is on board.
	EAc4	Enhanced Refrigerant Management	2	D	MEP	MEP	Y	2				2016.10.05 - GHT confirms that based on current selections, and capturing requirement in TI guidelines, credit to remain YES.
	EAc5.1	Measurement and Verification - Base Building	3	D	MEP	MEP	Y		3			2016.12.20 - Proposal requested for additional services.
	EAc5.2	Measurement and Verification - Tenant Submetering	3	D	MEP	MEP	Y	3				2016.10.05 - GHT advises that sheet E05.01 has a # of sub-metering requirements, so this credit should remain as a YES.
	EAc6	Green Power	2	D	Architect	Owner, Architect	Y	2				2015.06.22 - Additional purchase would push toward platinum.
Materials & Resources	MRp1	Storage and Collection of Recyclables	R	D	Architect	Architect, Tenant	R	R				2016.05.31 - Gensler to coordinate dumpsters/storage of recycling.
	MRc2a	Construction Waste Management Divert 50% from Disposal	1	C	Contractor	Contractor	Y	1				2016.05.31 - GC to provide construction waste management plan to achieve diversion goals.
	MRc2b	Construction Waste Management Divert 75% from Disposal	1	C	Contractor	Contractor	Y	1				2014.09.04 - See MRc2a
	MRc3	Materials Reuse - 5% Reuse	1	D	Contractor	Contractor, Architect					1	No Comment
	MRc4a	Recycled Content - 10% of Content	1	C	Contractor	Contractor, Architect	Y	1				2016.05.31 - GC to provide LEED Action Plan to achieve recycled content goals.
	MRc4b	Recycled Content - 20% of Content	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - See MRc4b
	MRc5a	Regional Materials - 10% Manufactured	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	MRc5b	Regional Materials - 20% Manufactured + Extracted	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	MRc6	Certified Wood -50% FSC	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
Indoor Environmental Quality	IEQp1	Minimum Indoor Air Quality Performance	R	D	MEP	MEP	R	R				2016.04.14 - GHT: Confirmed. NOTE: Binding TI Guidelines requirements for retail tenants is *required*.
	IEQp2	Environmental Tobacco Smoke (ETS) Control	R	D	Architect	Architect, Tenant	R	R				2016.05.31 - Gensler to note non-smoking signage on drawings. Policy to be included in lease language and in Tenant and Design Construction Guidelines.
	IEQc1	Outdoor Air Delivery Monitoring	1	D	MEP	MEP	Y	1				2016.04.14 - GHT: Confirmed, although not in the current drawings, we can simply specify that the future tenant CO2 detectors can be accommodated by spare input points at each VAV box controller. NOTE: Binding TI Guidelines requirements for retail tenants is *required*.
	IEQc2	Increased Ventilation	1	D	MEP	MEP	Y		1			2016.04.14 - GHT: Although our design intends to pursue a 30% increase over ASHRAE 62.1-2007 requirements, we won't know feasibility until calculations are done towards end of design. NOTE: Binding TI Guidelines requirements for retail tenants is *required*.
	IEQc3.1	Indoor Air Quality Management Plan - During Construction	1	D	Contractor	Contractor	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	IEQc4.1	Low-Emitting Materials - Adhesives and Sealants	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	IEQc4.2	Low-Emitting Materials - Paints and Coatings	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	IEQc4.3	Low-Emitting Materials - Flooring Systems (GreenLabel Plus, FloorScore, etc.)	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	IEQc4.4	Low-Emitting Materials - Composite Wood and Agrifiber Products	1	C	Contractor	Contractor, Architect	Y	1				2014.09.04 - To be documented by GC, covered in Gensler specifications.
	IEQc5	Indoor Chemical and Pollutant Source Control	1	D	MEP, Architect	Contractor, Architect, Tenant, MEP	Y	1				2016.04.14 - GHT: Confirmed. NOTE: Binding TI Guidelines requirements for retail tenants is *required*. NOTE - Permanent Entryway systems will be installed where possible. All other locations where required will need to have cleaning contract for roll out mats that are in place 24/7/365.
	IEQc6.2	Controllability of Systems - Thermal Comfort	1	D	MEP	MEP, Tenant	Y			1		2016.10.05 - GHT advises that while there are a lot of VAV boxes, it is uncertain that the project will meet 50% thermal control requirement. Suggest moving to a NO and excluding from TI Guidelines. Marc Soulier to confirm.
	IEQc7.1	Thermal Comfort - Design	1	D	MEP	MEP	Y	1				2016.10.05 - GHT confirms, but noted that TI guidelines must cover this.
	IEQc8.1	Daylight and Views - Daylight 75% of Spaces	1	D	Architect	Architect, Tenant	Y			1		2016.10.03 - Gensler to provide analysis of one floor. Proposal sent and pending approval.
	IEQc8.2	Daylight and Views - Views for 90% of Seated Spaces	1	D	Architect	Architect, Tenant	Y	1				2016.10.03 - Gensler to provide analysis of one floor. Proposal sent and pending approval.
Innovation in Design	IDc1.1	Low Mercury Bulbs	1		Lighting	Contractor	Y	1				2016.10.03 - All consultants to double check any lights within scope are LED.
	IDc1.2	Exemplary Performance - Heat Island Effect Non-Roof	1		Landscape	Landscape, Civil	Y	1				2014.09.04 - Exemplary as 100% of parking will be underground.
	IDc1.3	Exemplary Performance - Public Transit Access	1		Architect	Architect	Y	1				2016.07.18 - Documentation Complete and Documentation Uploaded. Marked Ready for Review.
	IDc1.4	Exemplary Performance - On Site Renewable Energy	1		MEP, Energy Modeler	MEP	Y	1				2015.06.19 - 2% On Site Renewable Energy
	IDc1.5	ID - Green Housekeeping	1		Owner	Tenant	Y	1			1	2014.09.04 - Green cleaning contract or SOP.
	IDalt1	Green Education										2016.09.22 - Alternative.
	IDalt2	Alternate - TBD										2016.10.03 - Look into geothermal coolant not being a refrigerant. And the decreased footprint because of it being underneath the building.
	IDc2	LEED Accredited Professional	1		Architect	Architect	Y	1				2016.07.19 - Documentation Complete and Documentation Uploaded. Marked Ready for Review.
Regional Priority	RPc1	EAc1o	1								1	No Comment
	RPc2	EAc2	1				Y	1				No Comment
	RPc3	MRc1.1e	1								1	No Comment
	RPc4	SSc5.1	1				Y	1				No Comment
	RPc5	SSc6.1	1				Y			1		No Comment
	RPc6	WEc2	1							1		No Comment

Wheaton Office Building
Annex Five to Exhibit A
Value Engineering to the Issued for Construction Contract Documents
7-Jun-17

#	Description	Value	Accepted	Potential	Rejected	Notes
1	Remove Garage Controls Package added in IFC Set (Ref mech backup for more info)	\$ (111,440)			X	Required by DOT
2	Remove Office Building Controls Package added in IFC Set (Ref mech backup for more info)	\$ (43,555)	\$ (60,000)			Intent is to accept as much as possible, have targeted \$60,000 of savings from items #2, #4, #5 and #6 combined
3	Revert back to original natural gas and diesel generator from original design and eliminate revisions made in IFC Set (Ref mech backup for more info)	\$ (482,840)	\$ (482,840)			Switch back to natural gas generators, based on net savings between mechanical and electrical
4	Delete Plumbing Equipment Pump Package added in IFC Set (Ref mech backup for more info)	\$ (9,475)	Included in #2			Intent is to accept as much as possible, have targeted \$60,000 of savings from items #2, #4, #5 and #6 combined
5	Delete HVAC Equipment Changes added in IFC Set (Ref mech backup for more info)	\$ (60,785)	Included in #2			Intent is to accept as much as possible, have targeted \$60,000 of savings from items #2, #4, #5 and #6 combined
6	Delete Ductwork Changes added in IFC Set (Ref mech backup for more info)	\$ (52,688)	Included in #2			Intent is to accept as much as possible, have targeted \$60,000 of savings from items #2, #4, #5 and #6 combined
7	Delete clean outs added at every level of kitchen exhaust riser in IFC Set	\$ (14,068)			X	Required by code
8	Additional 200 LF of 10" Offsite Sanitary (Sheet C54), additional 15" RCP pipe (add) that replaces 12" HDPE (deduct), resize of bioretention areas along Triangle Lane added by WSSC	\$ (80,000)			X	DOT to confirm with WSSC this is required, SC/Bohler to investigate reason for add.
9	Provide 3/8" thick terrazzo floors in lieu of 1/2" thick terrazzo floors	\$ (80,000)	\$ (80,000)			
10	Delete requirement for encasing underslab plumbing in concrete turnaround, put underslab plumbing below slab as previously shown	\$ (22,900)			X	Required by DPS
11	Remove requirement for painting of MEP & sprinklers in Garage (sprinklers are galvanized pipes per specifications)	\$ (50,000)	\$ (50,000)			This is MoCo Garage standard, Marcelo to confirm this can be deleted.
12	Remove Fountain & Fountain Pump Room Allowance (\$75,000 allowance for fountain and \$50,000 allowance for fountain pump room) and add a \$25,000 ALLOWANCE for pavers to be installed in it's place.	\$ (100,000)			X	
13	Reduce Lobby TV Allowance to \$10,000	\$ (5,000)	\$ (5,000)			
14	Remove Elevator Dispatch Allowance	\$ (2,000)	\$ (2,000)			Not required. DOT no longer doing visitor management
15	Remove Public Retail Signage Allowance	\$ (25,000)	\$ (25,000)			All neighborhood signs will be provided by DOT
16	Reduce Floor By Floor Parking Space Counter Allowance to \$200,000 - this allows for car counters to monitor each floor individually	\$ (75,000)	\$ (75,000)			
17	Reduce Pay By Space Allowance to \$150,000 (to include 1 machine on levels P1-P4 and 1 machine at each of the (2) public lobbies on the first floor. \$15,000 furnish and install per machine and \$60,000 for infrastructure	\$ (275,000)	\$ (275,000)			
18	Remove Garage Security Allowance	\$ (100,000)			X	County/Stonebridge to review EAI requirements
19	Remove Building Directory Allowance	\$ (25,000)	\$ (25,000)			TVs in lobby to act as building directory
20	Provide regular concrete sealer on P1 and P2, remove Traffic Coating @ P1 & P2. Only keep traffic coating on P0 down ramp to P1 level	\$ (200,000)	\$ (200,000)			
21	Delete exterior sun shading devices	\$ (35,000)			X	Required for energy model
22	Remove perimeter drain around building foundation and associated sewer line run at 413' to remove water as it is no longer required per ECS recommendation	\$ (56,000)	\$ (56,000)			
23	Delete Garage Emergency Electric Room added in IFC Set (architectural costs only, Mechanical costs captured elsewhere)	\$ (15,000)			X	Required by the county
24	Delete Garage Control Room - P2 added in IFC Set (architectural costs only, Mechanical costs captured elsewhere)	\$ (15,000)	\$ (15,000)			Intent is to combine all garage IDF / control rooms into one room on P1 - SC/Gensler to provide updated sketches, target savings of \$30,000 between item #24 and #25
25	Combine four IDF rooms into one IDF room on P1. Delete IDF rooms on P2, P3 and P4.	\$ (45,000)	\$ (15,000)			Intent is to combine all garage IDF / control rooms into one room on P1 - SC/Gensler to provide updated sketches, target savings of \$30,000 between item #24 and #25
26	Provide steel grating as shown on original GMP drawings, delete roofing, gutter and downspout added at equipment platform	\$ (21,000)			X	SC to review if roofing is required
27	Provide custom color ACM metal panel in lieu of Pure Free Form metal panel for MW-5	\$ (150,000)		X		Add alternate item is rejected, but SC has option to investigate with tenant. If tenant accepts, VE savings would return to contingency.
28	Delete Clark Concrete Bond	\$ (165,000)			X	

Wheaton Office Building
Annex Five to Exhibit A
Value Engineering to the Issued for Construction Contract Documents
7-Jun-17

#	Description	Value	Accepted	Potential	Rejected	Notes
29	Delete Clark Foundations Bond	\$ (56,870)	\$ (56,870)			County to review internally, Clark can provide more input if required
30	Delete Green Wall in Lobby. We have included an Allowance of \$50,000 for the revised lobby walls in lieu of the Green Wall.	\$ (100,000)			X	
31	Delete wood ceiling in Lobby. We have included an Allowance of \$50,000 for the revised lobby ceiling in lieu of the wood ceiling.	\$ (100,000)			X	
32	Delete sill pans below windows added in IFC set	\$ (25,000)	\$ (25,000)			
33	Delete metal panels at open air shafts on main roof, replace with sheet metal	\$ (15,000)	\$ (15,000)			
34	Reduce Stage Allowance to \$150,000	\$ (100,000)			X	
35	Increase Light Fixture Value Engineering Target Allowance to \$165,000. This is contingent on lighting designer approving VE lights	\$ (40,000)	\$ (40,000)			
36	Provide painted drywall walls, with hollow metal doors and glass sidelights at entrances to main elevator lobby in parking garage in lieu of glass storefront entrances	\$ (50,000)	\$ (50,000)			SC to work with Gensler to provide concept sketch
37	Provide painted drywall walls in lieu of MP-1, Mineral Profile Paneling panels above elevator at first floor	\$ (10,000)	\$ (10,000)			
38	Provide granite countertop in lieu of specified QS-1 and QS-2 countertops in all bathrooms. We have carried an allowance of \$100/sf for granite countertops in these locations	\$ (100,000)	\$ (100,000)			SC to work with Gensler to provide concept sketch
39	Provide painted drywall walls in lieu of glass sidelights at elevator lobbies adjacent to glass doors at floors 2 through 14.	\$ (50,000)	\$ (50,000)			SC to work with Gensler to provide concept sketch
40	Delete bituminous waterproofing on the backside of site concrete walls and footing at the Town Plaza Center	\$ (20,000)	\$ (20,000)			
41	Raise concrete structure and eliminate heavy duty insulation fill, target savings of \$300,000	\$ (300,000)	\$ (300,000)			
42	Provide acrylic code compliant interior signage in lieu of sating brushed aluminum	\$ (10,000)	\$ (10,000)			
43	Delete requirement for dry laying of interior / exterior stone	\$ (25,000)	\$ (25,000)			
44	Delete requirement for conduit guards in parking garage. Remove \$20,000 allowance currently carried within Misc Metals budget as no conduit guards are shown on the drawings	\$ (20,000)			X	
45	Reduce allowance for wood cladding at scrim wall at Town Center to \$50,000	\$ (25,000)			X	
46	Use black steel piping within the garage dry-pipe systems in lieu of galvanized steel piping	\$ (20,000)	\$ (20,000)			
47	Provide welded steel conduit fuel oil piping with HDPE casing in lieu of the specified product	\$ (50,000)	\$ (50,000)			Clark ROM - needs to be confirmed with subcontractors
48	Provide 304 stainless steel ductwork in lieu of galvanized ductwork for LE-1 & LE-2	\$ (20,000)	\$ (20,000)			Clark ROM - needs to be confirmed with subcontractors
49	Provide schedule 40 PVC piping for vent system within wet walls only	\$ (10,000)			X	Clark ROM - needs to be confirmed with subcontractors
50	Provide door types C/D/E/F by curtainwall manufacturer ILO specified Dawson / Ellison Bronze manufacturer	\$ (100,000)	\$ (100,000)			
51	Pay as Change Order to GMP in lieu of in base GMP the costs of engineering to investigate alternative SOE schemes along Triangle Lane (Rakers). This is only a movement of money and will be paid by SC/County after issuance of Contract	\$ (46,000)	\$ (46,000)			
52	Reduce Floor By Floor Parking Space Counter Allowance to \$100,000 (This is in addition to #16 above - this would fund a counter at the garage entrance, and one nest floor)	\$ (100,000)	\$ (100,000)			Allowance includes: \$40k for counter equipment, \$20k for additional counter nest, \$10k for electrical, \$15k for EV repeaters, and \$15k for misc. items
53	Eliminate "vertical hook" rebar in footings by pouring footings monolithically	\$ (10,000)	\$ (10,000)			Clark ROM - needs to be confirmed with subcontractors
54						
55						
56						

Value Engineering Total \$ (2,413,710)

Markup on IFC VE = \$ (224,545)

Total Value Engineering Reduction = \$ (2,638,255)

**Wheaton Office Building
GMP Amendment
Exhibit B – Progress Schedule
June 21, 2017**

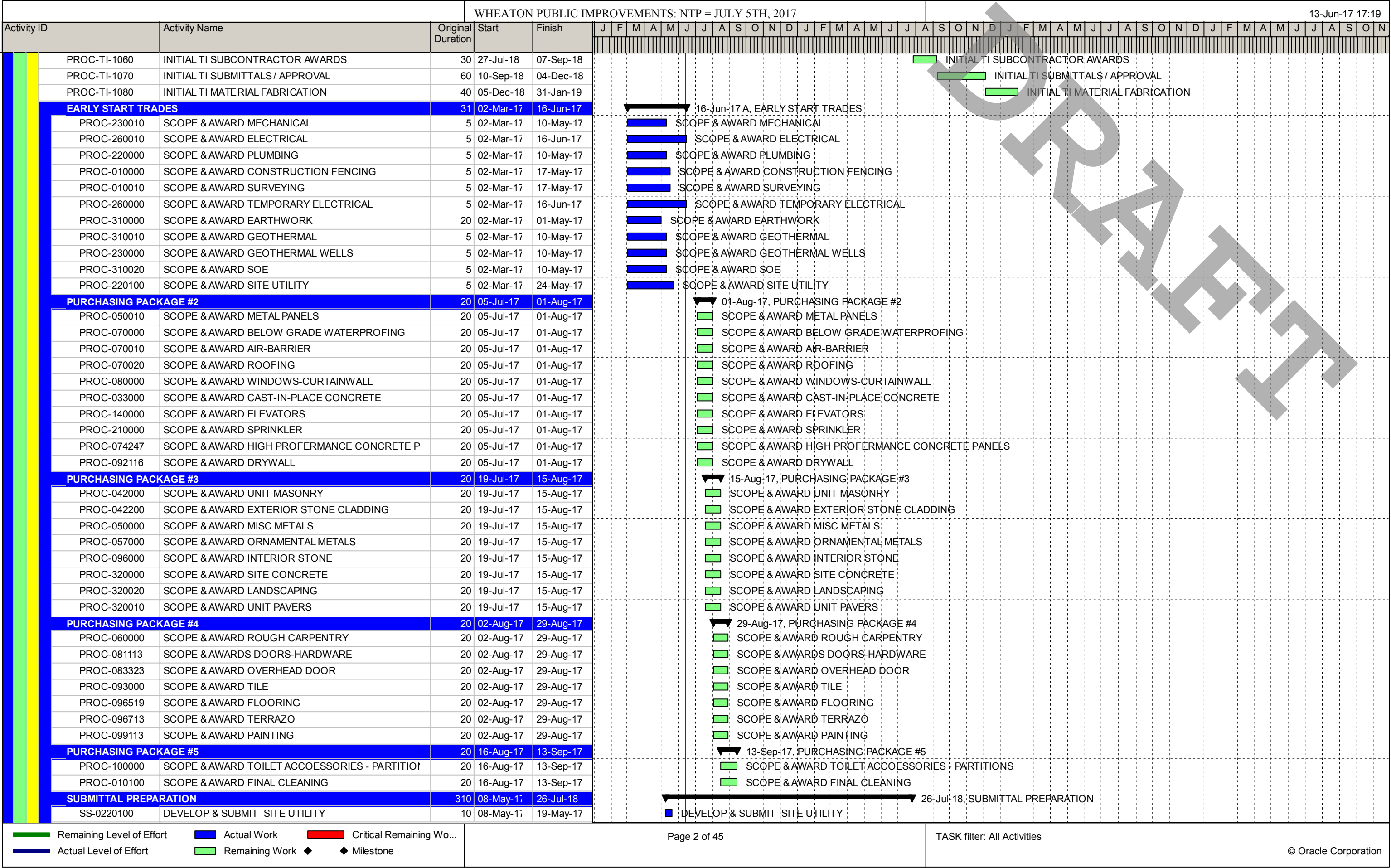
Attachments:

- 1. Wheaton Progress Schedule, dated June 15, 2017.**
- 2. Draft Wheaton Milestone Schedule, dated June 13, 2017. To be revised 40 days after execution of the GMP Amendment.**

GMP Amendment #1 Wheaton Office Building Exhibit B - Progress Schedule							
ID	Task Mod	Task Name	Duration	Start	Finish	Predecessors	1st Ha Qtr
75		MNCPPC Presentation (1) & Review of Initial SD (Floors 3, 11-14)	5 days	Mon 10/31/16	Fri 11/4/16	74	
76		Gensler Develop SD (Floors 2, 3, 11-14)	5 days	Mon 11/7/16	Fri 11/11/16	75	
77		MNCPPC Presentation (2) & Review of Revised SD (Floors 3, 11-14)	5 days	Mon 11/14/16	Fri 11/18/16	76	
78		MNCPPC Presentation & Review of Revised SD (Floor 2)	5 days	Mon 11/14/16	Fri 11/18/16	76	
79		Gensler Prepare Final SD (Floors 2, 3, 11-14)	10 days	Mon 11/21/16	Fri 12/2/16	77,78	
80		MNCCPPC Presentation of Final SD (Floors 2, 3, 11-14)	5 days	Mon 12/5/16	Fri 12/9/16	79	
81		SC Review of Schematic Design	10 days	Mon 12/12/16	Fri 12/23/16	73	
82		M-NCPPC Schematic Design Approval	21 days	Mon 12/26/16	Mon 1/23/17	81	
83		Design Development (Floors 3, 11-14)	60 days	Mon 3/13/17	Fri 6/2/17		
84		Gensler Revise Drawings with TI VE Adjustments	10 days	Mon 3/13/17	Fri 3/24/17		
85		Gensler Prepare Initial DD (Floors 3, 11-14)	25 days	Mon 3/27/17	Fri 4/28/17	84	
86		MNCPPC Presentation & Review of Initial DD (Floors 3, 11-14)	5 days	Mon 5/1/17	Fri 5/5/17	85	
87		Gensler Prepare Final DD (Floors 3, 11-14)	15 days	Mon 5/8/17	Fri 5/26/17	86	
88		MNCPPC Presentation of Final DD	5 days	Mon 5/29/17	Fri 6/2/17	87	
89		Design & Package Coordination & Distribution	0 days	Fri 6/2/17	Fri 6/2/17	88	
90		SC Review of DD and Drawing Modifications	10 days	Mon 6/5/17	Fri 6/16/17	83	
91		M-NCPPC Design Development Approval (Floors 3, 11-14)	15 days	Mon 6/19/17	Fri 7/7/17	90	
92		Design Development (Floors 1 & 2)	60 days	Mon 5/29/17	Fri 8/18/17		
93		Gensler Prepare Initial DD (Floors 1 & 2)	10 days	Mon 5/29/17	Fri 6/9/17		
94		MNCPPC Presentation & Review of Initial DD (Floors 1 & 2)	5 days	Mon 6/12/17	Fri 6/16/17	93	
95		Gensler Prepare Final DD (Floors 1 & 2)	15 days	Mon 6/19/17	Fri 7/7/17	94	
96		MNCPPC Presentation & Review of Final DD (Floors 1 & 2)	5 days	Mon 7/10/17	Fri 7/14/17	95	
97		Design & Package Coordination & Distribution	5 days	Mon 7/17/17	Fri 7/21/17	96	
98		M-NCPPC Design Development Approval (Floors 1 & 2)	15 days	Mon 7/24/17	Fri 8/11/17	97	
99		50% Construction Documents (Floors 1-3, 11-14)	35 days	Mon 7/10/17	Fri 8/25/17	91	
100		Gensler Prepare 50% Construction Documents	25 days	Mon 7/10/17	Fri 8/11/17	91	
101		MNCPPC Presentation of 50% Construction Documents	5 days	Mon 8/14/17	Fri 8/18/17	100	
102		Design & Package Coordination & Distribution	5 days	Mon 8/21/17	Fri 8/25/17	101	
103		SC 50% CD Review and Drawing Modifications	10 days	Mon 8/28/17	Fri 9/8/17	102	
104		M-NCPPC 50% CD Review	15 days	Mon 9/11/17	Fri 9/29/17	103	
105		Permit Construction Documents Floors 1, 2, 3, 11, 12, 13, 14	40 days	Mon 10/2/17	Fri 11/24/17	104	
106		Gensler Prepare Permit Construction Documents Floors 1, 2, 3, 11-14	35 days	Mon 10/2/17	Fri 11/17/17	104	
107		Design & Package Coordination & Distribution	5 days	Mon 11/20/17	Fri 11/24/17	106	
108		SC Permit CD Review and Drawing Modifications	15 days	Mon 11/27/17	Fri 12/15/17	107	
109		M-NCPPC Permit CD Review	15 days	Mon 12/18/17	Fri 1/5/18	108	
110		Final Construction Documents	40 days	Mon 1/8/18	Fri 3/2/18	109	
111		Gensler Finalize "Issued for Construction" Set	10 days	Mon 1/8/18	Fri 1/19/18	109	
112		Final CD SC Review	20 days	Mon 1/22/18	Fri 2/16/18	111	
113		Permit Packaging	5 days	Mon 2/19/18	Fri 2/23/18	112	
114		Permit Submission & Bid Package	5 days	Mon 2/26/18	Fri 3/2/18	113	
115		MNCPPC Final CD Review	15 days	Mon 3/5/18	Fri 3/23/18	114	
116		Permitting	80 days	Mon 3/5/18	Fri 6/22/18	114	
117		TI "Approved Construction Documents"	15 days	Mon 6/25/18	Fri 7/13/18	116	
118							
119		DPS DESIGN					
120		Tenant Coordinate Unique Needs in BB	20 days	Fri 8/1/14	Thu 8/28/14		
121		Tenant Detailed Program and Space Standards	405 days	Fri 8/29/14	Thu 3/17/16	120	
122		Tenant Block/Stack	20 days	Fri 3/18/16	Thu 4/14/16	121	
123		Final DPS Design Criteria (Comments, Org Chart, Adjacencies)	17 days	Fri 4/15/16	Mon 5/9/16	122	
124		Final Program by Gensler	10 days	Tue 5/10/16	Mon 5/23/16	123	
125		DPS Approval of Final Program	5 days	Tue 5/24/16	Mon 5/30/16	124	
126		Test Fit - 7th Floor	15 days	Tue 5/31/16	Mon 6/20/16	125	
127		DPS Review of Initial Test Fit - 7th Floor	10 days	Tue 6/21/16	Mon 7/4/16	126	
128		Revise Test Fit (Final Test Fit - 7th Floor)	10 days	Tue 7/5/16	Mon 7/18/16	127	
129		DPS Approval of Final Test Fit - 7th Floor	80 days	Tue 7/19/16	Mon 11/7/16	128	
130		Test Fit - 6th & 8th Floor	10 days	Thu 12/1/16	Wed 12/14/16		
131		DPS Review of Initial Test Fit - 6th & 8th Floor	5 days	Thu 12/15/16	Wed 12/21/16	130	
132		Revise Test Fit (Final Test Fit - 6th & 8th Floor)	11 days	Thu 12/22/16	Thu 1/5/17	131	
133		DPS Approval of Final Test Fit - 6th & 8th Floor	6 days	Fri 1/6/17	Fri 1/13/17	132	
134		DPS Submit Revised Test Fit 6th & 8th Floor	5 days	Mon 1/16/17	Fri 1/20/17	133	
135		SC/Gensler Review of DPS Submitted Test Fits - 6th & 8th Floor	7 days	Mon 1/23/17	Tue 1/31/17	134	
136		Meeting to Review/Discuss DPS Submitted Test Fits - 6th & 8th Floor	1 day	Wed 2/1/17	Wed 2/1/17	135	
137		Gensler Revise Test Fits - 6th & 8th Floor	17 days	Thu 2/2/17	Fri 2/24/17	136	
138		DPS Review of Revised Test Fits - 6th & 8th Floor	10 days	Mon 2/27/17	Fri 3/10/17	137	
139		Gensler Revise Test Fits (Final Test Fits 6th & 8th Floor)	5 days	Mon 3/13/17	Fri 3/17/17	138	
140		DPS Approval of Final Test Fits - 6th, 7th, & 8th Floor	5 days	Mon 3/20/17	Fri 3/24/17	139	
141		Schematic Design	30 days	Mon 3/27/17	Fri 5/5/17	140	
142		Gensler Prepare Initial SD	5 days	Mon 3/27/17	Fri 3/31/17		
143		DPS Presentation (1) & Review of Initial SD	5 days	Mon 4/3/17	Fri 4/7/17	142	
144		Gensler Prepare SD2	10 days	Mon 4/10/17	Fri 4/21/17	143	
145		DPS Presentation (2) & Review of SD	5 days	Mon 4/24/17	Fri 4/28/17	144	
146		Design & Package Coordination & Distribution	5 days	Mon 5/1/17	Fri 5/5/17	145	
147		SC Review of Schematic Design	5 days	Mon 5/8/17	Fri 5/12/17	141	
148		DPS Schematic Design Approval	15 days	Mon 5/15/17	Fri 6/2/17	147	
149		Design Development	45 days	Mon 6/5/17	Fri 8/4/17	148	
150		Gensler Prepare Initial DD	15 days	Mon 6/5/17	Fri 6/23/17		

GMP Amendment #1 Wheaton Office Building Exhibit B - Progress Schedule							
ID	Task Mod	Task Name	Duration	Start	Finish	Predecessors	1st Ha Qtr
151		DPS Presentation & Review of Initial DD	5 days	Mon 6/26/17	Fri 6/30/17	150	
152		Gensler Prepare Final DD	15 days	Mon 7/3/17	Fri 7/21/17	151	
153		DPS Presentation of Final DD	5 days	Mon 7/24/17	Fri 7/28/17	152	
154		Design & Package Coordination & Distribution	5 days	Mon 7/31/17	Fri 8/4/17	153	
155		SC Review of DD and Drawing Modifications	5 days	Mon 8/7/17	Fri 8/11/17	149	
156		DPS Design Development Approval	15 days	Mon 8/14/17	Fri 9/1/17	155	
157		50% Construction Documents	35 days	Mon 9/4/17	Fri 10/20/17	156	
158		Gensler Prepare 50% Construction Documents	25 days	Mon 9/4/17	Fri 10/6/17	156	
159		DPS Presentation of 50% Construction Documents	5 days	Mon 10/9/17	Fri 10/13/17	158	
160		Design & Package Coordination & Distribution	5 days	Mon 10/16/17	Fri 10/20/17	159	
161		SC 50% CD Review and Drawing Modifications	10 days	Mon 10/23/17	Fri 11/3/17	160	
162		DPS 50% CD Review	10 days	Mon 11/6/17	Fri 11/17/17	161	
163		Permit Construction Documents Floors 6, 7, & 8	35 days	Mon 11/20/17	Fri 1/5/18	162	
164		Gensler Prepare Permit Construction Documents Floors 6, 7, & 8	30 days	Mon 11/20/17	Fri 12/29/17	162	
165		Design & Package Coordination & Distribution	5 days	Mon 1/1/18	Fri 1/5/18	164	
166		SC Permit CD Review and Drawing Modifications	15 days	Mon 1/8/18	Fri 1/26/18	165	
167		DPS Permit CD Review	10 days	Mon 1/29/18	Fri 2/9/18	166	
168		Final Construction Documents	40 days	Mon 2/12/18	Fri 4/6/18	167	
169		Gensler Finalize "Issued for Construction" Set	10 days	Mon 2/12/18	Fri 2/23/18	167	
170		Final CD SC Review	20 days	Mon 2/26/18	Fri 3/23/18	169	
171		Permit Packaging	5 days	Mon 3/26/18	Fri 3/30/18	170	
172		Permit Submission & Bid Package	5 days	Mon 4/2/18	Fri 4/6/18	171	
173		DPS Final CD Review	15 days	Mon 4/9/18	Fri 4/27/18	172	
174		Permitting	80 days	Mon 4/9/18	Fri 7/27/18	172	
175		TI "Approved Construction Documents"	15 days	Mon 7/30/18	Fri 8/17/18	174	
176							
177		RSC/DEP/SOLID WASTE DESIGN					
178		<i>Tenant Coordinate Unique Needs in BB</i>	20 days	Fri 8/1/14	Thu 8/28/14		
179		<i>Tenant Detailed Program and Space Standards</i>	405 days	Fri 8/29/14	Thu 3/17/16	178	
180		<i>Tenant Block/Stack</i>	20 days	Fri 3/18/16	Thu 4/14/16	179	
181		<i>Final Design Criteria</i>	10 days	Fri 3/18/16	Thu 3/31/16	179	
182		<i>Final Program by Gensler</i>	5 days	Fri 4/1/16	Thu 4/7/16	181	
183		<i>County Approval of Final Program</i>	10 days	Fri 4/8/16	Thu 4/21/16	182	
184		<i>Test Fit</i>	10 days	Fri 4/22/16	Thu 5/5/16	183	
185		<i>County Review of Initial Test Fit</i>	10 days	Fri 5/6/16	Thu 5/19/16	184	
186		<i>Revise Test Fit (Final Test Fit)</i>	10 days	Fri 5/20/16	Thu 6/2/16	185	
187		<i>County Approval of Final Test Fit</i>	8 days	Fri 6/3/16	Tue 6/14/16	186	
188		<i>Schematic Design (Align w/ HHS, CUPF, REC)</i>	69 days	Tue 10/4/16	Fri 1/6/17	72	
189		<i>Gensler Prepare Initial SD</i>	44 days	Tue 10/4/16	Fri 12/2/16	188SS	
190		<i>County Presentations (1) & Review of Initial SD</i>	5 days	Mon 12/5/16	Fri 12/9/16	189	
191		<i>Gensler Prepare Revised SD</i>	5 days	Mon 12/12/16	Fri 12/16/16	190	
192		<i>County Presentations (2) & Review of Revised SD</i>	5 days	Mon 12/19/16	Fri 12/23/16	191	
193		<i>Gensler Prepare Final SD</i>	5 days	Mon 12/26/16	Fri 12/30/16	192	
194		<i>County Presentations (3) & Review of Final SD</i>	5 days	Mon 1/2/17	Fri 1/6/17	193	
195		<i>SC Review of Schematic Design</i>	10 days	Mon 1/9/17	Fri 1/20/17	188	
196		<i>County Schematic Design Approval</i>	21 days	Mon 1/23/17	Mon 2/20/17	195	
197		Design Development	60 days	Mon 3/27/17	Fri 6/16/17		
198		Gensler Revise Drawings with TI VE Adjustments	15 days	Mon 3/27/17	Fri 4/14/17		
199		Gensler Prepare Initial DD	15 days	Mon 4/17/17	Fri 5/5/17	198	
200		County Presentations & Review of Initial DD	5 days	Mon 5/8/17	Fri 5/12/17	199	
201		Gensler Prepare Final DD	15 days	Mon 5/15/17	Fri 6/2/17	200	
202		County Presentations & Review of Final DD	5 days	Mon 6/5/17	Fri 6/9/17	201	
203		Design & Package Coordination & Distribution	5 days	Mon 6/12/17	Fri 6/16/17	202	
204		SC Review of DD and Drawing Modifications	10 days	Mon 6/19/17	Fri 6/30/17	197	
205		County Design Development Approval	15 days	Mon 7/3/17	Fri 7/21/17	204	
206		50% Construction Documents	35 days	Mon 7/24/17	Fri 9/8/17	205	
207		Gensler Prepare 50% Construction Documents	25 days	Mon 7/24/17	Fri 8/25/17		
208		County Presentation of 50% Construction Documents	5 days	Mon 8/28/17	Fri 9/1/17	207	
209		Design & Package Coordination & Distribution	5 days	Mon 9/4/17	Fri 9/8/17	208	
210		SC 50% CD Review and Drawing Modifications	10 days	Mon 9/11/17	Fri 9/22/17	209	
211		County 50% CD Review	15 days	Mon 9/25/17	Fri 10/13/17	210	
212		Permit Construction Documents	40 days	Mon 10/16/17	Fri 12/8/17	211	
213		Gensler Prepare Permit CDs	35 days	Mon 10/16/17	Fri 12/1/17		
214		Design & Package Coordination & Distribution	5 days	Mon 12/4/17	Fri 12/8/17	213	
215		SC Permit CD Review and Drawing Modifications	15 days	Mon 12/11/17	Fri 12/29/17	214	
216		County Permit CD Review	15 days	Mon 1/1/18	Fri 1/19/18	215	
217		Final Construction Documents	40 days	Mon 1/22/18	Fri 3/16/18	216	
218		Gensler Finalize "Issued for Construction" Set	10 days	Mon 1/22/18	Fri 2/2/18		
219		Final CD SC Review	20 days	Mon 2/5/18	Fri 3/2/18	218	
220		Permit Packaging	5 days	Mon 3/5/18	Fri 3/9/18	219	
221		Permit Submission & Bid Package	5 days	Mon 3/12/18	Fri 3/16/18	220	
222		County Final CD Review	15 days	Mon 3/19/18	Fri 4/6/18	221	
223		Permitting	80 days	Mon 3/19/18	Fri 7/6/18	221	
224		TI "Approved Construction Documents"	15 days	Mon 7/9/18	Fri 7/27/18	223	
225							
226		HHS, CUPF and Recreation					

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<div><div></div><div></div><div></div><div></div></div>	MFD-0033000100	FAB & DELIVER FOOTING REBAR SHOP DRAWINGS	15	23-Mar-18	12-Apr-18																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

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Activity ID	Activity Name	Original Duration	Start	Finish	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N			
	STAIRS-04-1080	INSULATE STAIRWELL WALLS - LEVEL 04	2	26-Jun-19	27-Jun-19																																					
	STAIRS-05-1070	CLOSE DUCT SHAFT - LEVEL 05	2	26-Jun-19	27-Jun-19																																					
	STAIRS-06-1060	INSPECT DUCT RISER - LEVEL 06	2	26-Jun-19	27-Jun-19																																					
	RI-09-IDF-1010	SET DOOR FRAME "03C07A" LEVEL 09 IDF ROOM	1	27-Jun-19	27-Jun-19																																					
	GARAGE-P41120	SWING DOORS - LEVEL P4	5	27-Jun-19	03-Jul-19																																					
	GARAGE-P0-1040	LAYOUT WALLS - LEVEL P0	5	27-Jun-19	03-Jul-19																																					
	STAIR-03-1090	FINISH STAIR WELL WALLS - LEVEL 03	2	28-Jun-19	01-Jul-19																																					
	RI-09-IDF-1020	IN WALL ELECTRIC ROUGH IN LEVEL 09 IDF ROOM	2	28-Jun-19	01-Jul-19																																					
	RI-09-ER-1060	INSPECT WALLS FOR ONE SIDE LEVEL 09	1	28-Jun-19	28-Jun-19																																					
	Core-02-00140	INSULATE PLUMBING PIPING - 2ND FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-03-00120	ELECTRICAL & CONTROL INWALL ROUGH-IN -3RD FL	5	28-Jun-19	05-Jul-19																																					
	Core-03-00130	TEST PLUMBING IN WALL - 3RD FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-04-00110	PLUMBING INWALL ROUGH-IN - 4TH FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-05-00100	FRAME CORE WALLS - 5TH FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-06-00090	INSTALL SPRINKLER LOOP - 6TH FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-06-00085	SET DOOR FRAMES - 6TH FLOOR	5	28-Jun-19	05-Jul-19																																					
	Core-07-00070	INSTALL VANITY AND TOILET PARTION SUPPORTS - 7T	5	28-Jun-19	05-Jul-19																																					
	Core-07-00080	INSULATE DUCT LOOP - 7TH FLOOR	5	28-Jun-19	05-Jul-19																																					
	STAIRS-02-1110	INSTALL WALL RAIL - LEVEL 02	2	28-Jun-19	01-Jul-19																																					
	STAIRS-04-1090	CLOSE STAIR WELL WALLS - LEVEL 04	2	28-Jun-19	01-Jul-19																																					
	STAIRS-05-1080	INSULATE STAIRWELL WALLS - LEVEL 05	2	28-Jun-19	01-Jul-19																																					
	STAIRS-06-1070	CLOSE DUCT SHAFT - LEVEL 06	2	28-Jun-19	01-Jul-19																																					
	RI-09-ER-1070	HANG AND FINSH INTERIOR LEVEL 09	4	01-Jul-19	05-Jul-19																																					
	GARAGE-P3-1100	CAULK - CMU JOINTS AND HEAD OF WALL - LEVEL P3	5	01-Jul-19	08-Jul-19																																					
	Core-09-00020	INSTALL MEDIUM PRESSURE DUCT LOOP - 9TH FLOO	10	01-Jul-19	15-Jul-19																																					
	STAIR-03-1100	INSTALL WALL RAIL - LEVEL 03	2	02-Jul-19	03-Jul-19																																					
	RI-09-IDF-1030	INSPECT WALLS FOR ONE SIDE LEVEL 09 IDF ROOM	1	02-Jul-19	02-Jul-19																																					
	Core-08-00040	PIPE SANITARY WASTE - 8TH FLOOR	5	02-Jul-19	09-Jul-19																																					
	Core-08-00050	INSTALL SHAFT WALLS AT ELEVATOR AND STAIRS - 8T	5	02-Jul-19	09-Jul-19																																					
	Core-08-00060	TEST DUCT LOOP - 8TH FLOOR	5	02-Jul-19	09-Jul-19																																					
	STAIRS-02-1120	PRIME PAINT STAIRS -- LEVEL 02	2	02-Jul-19	03-Jul-19																																					
	STAIRS-04-1100	FINISH STAIR WELL WALLS - LEVEL 04	2	02-Jul-19	03-Jul-19																																					
	STAIRS-05-1090	CLOSE STAIR WELL WALLS - LEVEL 05	2	02-Jul-19	03-Jul-19																																					
	STAIRS-06-1080	INSULATE STAIRWELL WALLS - LEVEL 6	2	02-Jul-19	03-Jul-19																																					
	RI-01-GA-1090	INSPECT CEILING FOR CLOSE LEVEL 01	5	02-Jul-19	09-Jul-19																																					
	RI-09-IDF-1040	HANG AND FINSH INTERIOR LEVEL 09 IDF ROOM	4	03-Jul-19	09-Jul-19																																					
	STAIR-03-1110	PRIME PAINT STAIRS -- LEVEL 03	2	05-Jul-19	08-Jul-19																																					
	GARAGE-P41130	MOUNT WALL MOUNTED EQUIPMENT - LEVEL P4	5	05-Jul-19	11-Jul-19																																					
	GARAGE-P0-1050	SET HOLLOW METAL DOOR FRAMES - LEVEL P0	5	05-Jul-19	11-Jul-19																																					
	STAIRS-02-1130	POINT UP STAIRS - LEVEL 02	2	05-Jul-19	08-Jul-19																																					
	STAIRS-04-1110	INSTALL WALL RAIL - LEVEL 04	2	05-Jul-19	08-Jul-19																																					
	STAIRS-05-1100	FINISH STAIR WELL WALLS - LEVEL 05	2	05-Jul-19	08-Jul-19																																					
	STAIRS-06-1090	CLOSE STAIR WELL WALLS - LEVEL 06	2	05-Jul-19	08-Jul-19																																					
	RI-09-ER-1080	PRIME PAINT ELECTRIC ROOM LEVEL 09	1	08-Jul-19	08-Jul-19																																					
	RI-09-ER-1075	HANG TEMP DOOR AND LOCK LEVEL 09	2	08-Jul-19	09-Jul-19																																					
	RI-10-ER-1030	FRAME ELECTRIC ROOM WALLSLEVEL 10	2	08-Jul-19	09-Jul-19																																					
	RI-10-ER-1040	SET DOOR FRAME "03C08A" LEVEL 10	1	08-Jul-19	08-Jul-19																																					
Remaining Level of Effort			Actual Work		Critical Remaining Wo...		Page 20 of 45																														TASK filter: All Activities					
Actual Level of Effort			Remaining Work		◆ Milestone																																© Oracle Corporation					

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WHEATON PUBLIC IMPROVEMENTS: NTP = JULY 5TH, 2017					
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Activity ID	Activity Name	Original Duration	Start	Finish	J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N
SITEW-1220	INSTALL ROOF DECKING- ARMATURE WALKWAY	10	11-Dec-18	24-Dec-18	
SITEW-1230	INSTALL RAILINGS & GUARDRAIL- ARMATURE WALKW	15	26-Dec-18	16-Jan-19	
SITEW-1180	TOPSOIL AND PLANTINGS - AMPHITHEATER	20	10-Jan-19	06-Feb-19	
SITEW-1240	GREEN ROOF- ARMATURE WALKWAY	25	17-Jan-19	20-Feb-19	
SITEW-1250	FINISH PAINT STEEL FRAMING AND RAIL- ARMATURE	15	21-Feb-19	13-Mar-19	
SITEW-1270	ARMATURE WALKWAY PUNCH	30	14-Mar-19	24-Apr-19	
SITEW-1260	AMPHITHEATER PUNCH	30	20-Mar-19	30-Apr-19	
SITE UTILITIES		587	27-Jul-17	15-Nov-19	
SITE-1080	WATERLINE REPLACEMENT ENNALLS AVENUE - SITE U	40	27-Jul-17	21-Sep-17	
SITE-1010	SITE UTILITIES OFF SITE	100	27-Jul-17	18-Dec-17	
SITE-1020	8" WATER SERVICE - SITE UTILITIES	8	27-Jul-17	07-Aug-17	
SITE-1030	8" FIRELINE - SITE UTILITIES	10	08-Aug-17	21-Aug-17	
SITE-1040	SAINTARY LATERAL 8" - SITE UTILITIES	10	22-Aug-17	05-Sep-17	
SITE-1090	MANHOLE AND SEWERLINE REPLACEMENT VEIRS MIL	40	22-Sep-17	16-Nov-17	
SITE-1510	STORM DRAIN REEDIE DRIVE AND AMPHITHEATER - S	60	22-Nov-17	19-Feb-18	
SITE-1100	MANHOLE AND SEWR LINE REPLACEMENT UNNAMED	20	20-Feb-18	19-Mar-18	
SITE-PEPCO-10	SET PEPCO TRANSFORMER VAULTS	10	06-Mar-19	19-Mar-19	
SITE-PEPCO-10	BACKFILL AROUND VAULTS	5	20-Mar-19	26-Mar-19	
SITE-PEPCO-10	PEPCO INSPECT VAULTS - 30DAY CONSTRUCTION QL	30	27-Mar-19	07-May-19	
SITE-PEPCO-10	PEPCO INSTALLS PRIMARY DUCTBANK	20	08-May-19	05-Jun-19	
SITE-PEPCO-10	PEPCO PULLS CABLE	10	06-Jun-19	19-Jun-19	
SITE-PEPCO-10	PEPCO SETS TRANSFORMERS	5	20-Jun-19	26-Jun-19	
SITE-PEPCO-10	PEPCO TERMINATES CABLES	5	27-Jun-19	03-Jul-19	
SITE-PEPCO-10	PEPCO ENERGIZES	5	05-Jul-19	11-Jul-19	
SITE-1060	STORM LATERALS TO BIOFILTERS - SITE UTILITIES	5	21-Aug-19	27-Aug-19	
SITE-1070	FIRE HYDRANT RELOCATION ON REEDIE - SITE UTILI	5	11-Nov-19	15-Nov-19	
HARDSCAPE/LANDSCAPE		265	01-May-19	14-May-20	
SITE-1330	DEMO AND ROUGH GRADE SIDEWALK - NORTH PLAZ	8	01-May-19	10-May-19	
SITE-1340	INSTALL STREET LIGHT BASES - NORTH PLAZA	7	13-May-19	21-May-19	
SITE-1110	WATERPROOF BIO RENTENTION SHELF - TRAINAGLE	7	22-Jul-19	30-Jul-19	
SITE-1200	BACKFILL AND TOP WITH GRAVEL FOR WORKZONE -	5	31-Jul-19	06-Aug-19	
SITE-1210	EXCVATE FOR BIORETENTION BOX - TRAINAGLE LANI	10	07-Aug-19	20-Aug-19	
SITE-1220	SET BIO-BOX - TRAINAGLE LANE	7	21-Aug-19	29-Aug-19	
SITE-1230	CONNECT STORM LATERALS - TRAINAGLE LANE	8	30-Aug-19	11-Sep-19	
SITE-1240	BACKFILL TO SIDEWALK SUBGRADE - TRAINAGLE LAN	10	12-Sep-19	25-Sep-19	
SITE-1250	POUR STREET LIGHT FOUNDATIONS - TRAINAGLE LA	7	26-Sep-19	04-Oct-19	
SITE-1260	FORM AND POUR NEW CONCRETE CURB AND GUTTE	12	07-Oct-19	22-Oct-19	
SITE-1000	BUILDING HARDSCAPE	70	16-Oct-19	27-Jan-20	
SITE-1120	WATERPROOF STRUTURAL SLAB - NORTH PLAZA	15	16-Oct-19	05-Nov-19	
SITE-1265	POUR SIDEWALK SUBBASE - TRAINAGLE LANE	8	23-Oct-19	01-Nov-19	
SITE-1270	BACKFILL AND PLANT BIORETENTION BOX - TRAINAG	8	04-Nov-19	13-Nov-19	
SITE-1050	DEMO SIDEWALK AND CURB - REEDIE & GEORGIA AVE	5	04-Nov-19	08-Nov-19	
SITE-1310	INSTALL RIGID INSULATION - NORTH PLAZA	12	06-Nov-19	21-Nov-19	
SITE-1140	POUR SITEWALL - REEDIE & GEORGIA AVE	7	11-Nov-19	19-Nov-19	
SITE-1280	INSTALL UNIT PAVERS - TRAINAGLE LANE	10	14-Nov-19	27-Nov-19	
SITE-1350	FORM AND POUR CONCRETE CURB - NORTH PLAZA	8	18-Nov-19	27-Nov-19	
SITE-1150	RELOCAATE STREET LIGHTS - REEDIE & GEORGIA AV	15	20-Nov-19	12-Dec-19	

Remaining Level of Effort

Actual Work

Critical Remaining Wo...

Actual Level of Effort

Remaining Work

Milestone

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TASK filter: All Activities

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**Wheaton Office Building
GMP Amendment
Exhibit C – MFD Plan
June 21, 2017**

**The attached “Draft” MFD Plan, dated June 12, 2016, has been approved by
Montgomery County.**

**Wheaton Office Building
GMP Amendment
Exhibit C – MFD Plan
Draft - 06/12/2017**

Development and Construction of Wheaton Public Improvements

Minority, Female, And Disabled Person Program Contract Service Agreement and Protocol

Introduction

Wheaton/Silver Spring LLC (the “Developer”) will provide services for the development and construction of the Wheaton Public Improvements (the “Project”), all as more fully described in the Turnkey Contract.

The Developer shall require Clark Construction Group, LLC (the “Contractor”) to exercise good faith efforts in order to comply with the Minority, Female, and Disabled Person Program (“MFD”) provisions of Sections 11B-56—11B-64 of the Montgomery County Code (“Code”). These provisions require the Developer and Contractor to commit toward achieving or exceeding the goal of twenty percent (20%) of the Guaranteed Maximum Price of the construction for the Project in the purchase of goods/services or subcontracting opportunities on the Project, direct or indirect as it relates to this Project, with the inclusion of certified minority businesses recognized by the County’s MFD Program.

The Contractor, under the direction of the Developer, shall exercise good faith efforts in achieving or exceeding the twenty percent (20%) goal of MFD participation of the Guaranteed Maximum Price of the construction costs for the Project.

The Contractor must exercise good faith efforts toward insuring the full utilization of certified minority businesses that are owned, controlled and daily operated by minorities, women and persons with disabilities (MFD). The Contractor shall institute practices that offer full access, and are transparent, to MFD participation on the Project.

The 20% Goal of MFD participation shall commence during the construction phase of the Project. The dollar value will be subject to monetary adjustments based upon changes in the scope of the Project during the design phase, and subject to waiver conditions granted by the County throughout the course of the construction phase. Once the Project has achieved Substantial Completion and the County is occupying the Wheaton Public Improvements, the Developer shall require the Contractor to comply with the requirements regarding submission of activity reporting per the requirements of the County’s Minority, Female, and Disabled Person Program.

Communication

The Contractor must communicate to members of the Project development and construction teams its requirements for utilizing MFD's in the following manner:

- Distribute to all members of the Developer's, Contractor's, and County's management teams the Contractor's minority business organizations/associations and the County's MFD policy that promulgates this Plan/protocol;
- Copies of the policies must be posted on bulletin boards in all Project offices;
- Incorporate its MFD Plan and MFD Policy in the Contractor's Operation and Maintenance Manual
- Inform/outreach to minority businesses or organizations as to available opportunities
- Provide listing to the MFD office all purchasing needs of available goods/services or subcontracting opportunities

The Contractor must make good faith efforts to recruit from the County's database of certified minority businesses through the use of such means as local advertising media; signs placed at the site of the Project; local, minority newspapers, websites, email distributions, contacts with community leaders/organizations and public or private institutions operating within or serving the Project area, such as: National Business League – including, but not limited to, Montgomery County; NAACP – including, but not limited to, the Montgomery County chapter; certification entities recognized by the County's MFD program (MFD vendors must also be registered in the County's vendor database), and; other similar organizations that may be referred for consideration.

MFD Reporting and Compliance Documents/Minority Business Utilization

Prior to the commencement of the construction phase of the Project, the Developer, through its Contractor must submit and provide its Contractor MFD Plan. The Contractor MFD Plan must be consistent with the terms of this MFD Plan and must include the following:

- A. the percentage of total contract dollars to be paid to all certified MFD vendors over the duration of the construction phase of the Project;
 - B. name of each MFD vendor identified and other complete designated information required on each MFD vendor, MFD type for each MFD vendor, and set forth a goal with respect to the estimated dollar amount of contracts to be awarded to each certified MFD vendor over the duration of the Project;
 - C. a procedure which will ensure that certified MFD vendors are notified in advance or give time of pending contractual opportunities that will also inform and be coordinated with the MFD office;
 - D. a procedure which will ensure that contracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis with certified MFD vendors, whenever feasible. Additionally, where feasible, quantities for contracts must be either made small enough to encourage bids from certified MFD vendors or let on a negotiated basis; and,
 - E. a procedure which will require non-MFD bidders, where competitive bids are solicited, to submit MFD utilization goals, that will require the Contractor to evaluate each bid for its responsiveness to supporting the Contractor in achieving the stated MFD goals;
- ;

As part of the Guaranteed Maximum Price Proposal, the Developer shall submit the Contractor MFD Plan. The Contractor MFD Plan must be consistent with the requirements of this MFD Plan. As part of the negotiation and execution of the Guaranteed Maximum Price Amendment, the County and the Developer shall make such additions, deletions and modifications to the Contractor MFD Plan as they deem necessary or desirable, and the final Contractor MFD Plan shall be attached to the GMP Amendment as an Exhibit with the approval of the MFD Office

During the construction phase of the Project, the Developer, through the Contractor, will be required to submit a supplemental quarterly report on MFD activity of actual payment (attached is Supplemental A): tracking total value, certified MFD vendors, MFD dollar award for each group, MFD percentage for each group, and total MFD percentage of total dollars.

The Contractor will not be restricted as to goods/services or subcontracting opportunities in support of the contract, direct or indirect in nature or levels of tier of certified MFD participation. Further, the Developer, and its Contractor, may be required to coordinate periodic meetings with minority groups and the MFD office of Project progress of MFD participation or issues that may require discussion or demand attention. As with all aspects of the implementation of the MFD plan, the Developer and its Contractor must use good faith efforts to remove any and all barriers, artificial or otherwise, in the bidding process to insure fair and equal opportunity toward open competition.

Once the Contractor MFD Plan has been approved by the County pursuant to execution of the GMP Amendment, the Developer may not amend the Contractor MFD Plan to reduce the goal set forth therein without the written consent of the Director, the Director's designee or Chief of Office of Business Relations and Compliance.

The County reserves the right to conduct financial audits, request solicitation documents, view or review procedures relevant to the MFD award process or to review any other related materials or information, at the request or discretion of the MFD office

Waiver

The County's MFD office under the Office of Business Relations and Compliance will determine on a case by case basis whether the Contractor, under the direction of the Developer, has made or exercised "good faith efforts" to secure the purchase of goods/services or subcontracting from certified MFD vendors. If the MFD office determines that the Contractor has made such good faith efforts and has been unable to secure the purchase of goods/services or subcontracting from certified MFD vendors, the MFD office may determine that there are no certified MFD vendors available and / or capable of providing that which is required by the Developer or Contractor on the Project. Once such a determination is made, the MFD Office may grant either a partial or full waiver to the Developer.

Default; Liquidated Damages

Pursuant to Section 7.3.3.4(c) of the Procurement Regulations, if, at the end of the construction phase, the Developer has failed to comply with the goal set forth in the MFD Plan, as such MFD Plan may have been modified by the Developer and the County and approved by the Director, the Developer shall be liable for liquidated damages in an amount equal to the difference between (a) all amounts the

Developer has agreed under the MFD Plan to pay to MFD subcontractors and (b) all amounts actually paid MFD subcontractors considering any relevant waiver or dispute resolutions.

Dispute Resolution

If the County or the Developer encounter any dispute regarding the obligations of this MFD Plan, such dispute must be resolved by taking the following steps:

- The parties shall review written documentation from the MFD subcontractor or the Contractor;
- the MFD Office, the Developer and the Contractor will meet and discuss, analyze and execute a plan of action to be taken;
- the MFD Office, the Developer and the Contractor may decide to meet with all parties involved to present facts and issues to be resolved;
- The Developer, Contractor and the MFD Office will determine a viable solution in resolving the disputed issue in moving forward;
- written documentation will be on file to support the resolution of the dispute;
- should there be a failed resolution between all parties involved, an arbitrator must be involved and must be an independent individual with experience in minority outreach programs and independent of the County, the Developer or Contractor.

This Contract Service Agreement and Protocol is an exhibit to the Turnkey Contract, is binding on the County and the Developer and is deemed to be compliance by the Developer of the requirements of Section 7 of the Procurement Regulations.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's
Name: Clark Construction Group, LLC
Address: 7500 Old Georgetown Road
City: Bethesda State: MD Zip: 20814
Phone Number: 301-272-8100 Fax Number: N/A Email: N/A

CONTRACT NUMBER/PROJECT DESCRIPTION: Wheaton Public Improvements

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: Wes Stith
Title: Vice President
Address: 7500 Old Georgetown Road
City: Bethesda State: MD Zip: 20814
Phone Number: 301-272-6884 Fax Number: N/A Email: wesley.stith@clarkconstructi
on.com

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The targeted goal percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is 20 % of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: TBD – Based on Subcontractor Awards
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: _____

Subcontractor Name: TBD – Based on Subcontractor Awards

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: TBD – Based on Subcontractor Awards

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: TBD – Based on Subcontractor Awards

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this
subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

- E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

As a material inducement to Clark entering into this Subcontract, Subcontractor warrants that this Subcontract shall achieve a minimum of _____% Minority, Female, Disabled-Owned (MFD) participation in accordance with Montgomery County's Minority Business Program (www.montgomerycountymd.gov/mfd). Subcontractor's obligation to achieve the stated minimum MFD participation is not reduced in the event the lower-tier subcontractor(s) is unable to perform and/or the total sum payable to the Subcontractor is revised by change order(s). Subcontractor is required to submit its MFD Performance Plan (Exhibit J-1) within thirty (30) days of the Notice to Proceed. Subcontractor is required to submit the MFD Monitoring and Tracking Report (Exhibit J-2) with the Subcontractor's monthly payment requisition in order to receive approval of the payment requisition. Lower Tier MFD Subcontractors are required to submit the MFD Report of Payments Received (Exhibit J-3) directly to the Montgomery County Office of Business Relations and Compliance monthly. Failure to comply with this provision may subject Clark and the Subcontractor to costs, damages, and penalties, including but not limited to the liquidated damages set forth in the Contract Documents for which Subcontractor shall be solely liable therefor.

Also reference Exhibits J-1, J-2 and J-3 attached.

- F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.
See attached plan.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

MFD Program Officer

Date: _____

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

Director
Cherri Branson
Office of Procurement

Director
Cherri Branson
Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: Clark Construction Group, LLC

Wesley S. Stith

Signature

Wes Stith

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 1
(03/07/2017)

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.
A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor : _____

This subcontractor will provide the following goods and/or services: _____



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 1
(03/07/2017)

2. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

PMMD-65 Rev. 06/15



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 1
(03/07/2017)

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Cheri Branson
Office of Procurement

Date: _____

Director
Cheri Branson
Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature



Typed Name

Date

PMMD-65 Rev. 06/15



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 1
(03/07/2017)

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature _____

Typed Name _____

Date _____

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature _____

Typed Name _____

Title _____

Date _____

APPROVED:

Cheri Branson, Director, Office of Procurement

Date _____

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

PMMD-65 Rev. 06/15



EXHIBIT J - 2
(03/07/2017)

MFD Monitoring and Tracking Report

Reporting Period:		Project:	
FROM:		Contract Number:	
TO:		Total Reporting Dollar Value:	
Prime Contractor Name:		Total Reporting Dollar Value To MFD's:	
Contact Person:		Percent of Total Dollars to MFD Vendors:	
Phone Number:			
E-Mail Address:		Signature:	

<u>MFD Vendor(s)</u>	<u>MFD Type</u>	<u>Goods/Services Provided</u>	<u>MFD Dollar Award</u>	<u>Percent of Total Dollars To MFD</u>



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 3
(03/07/2017)



Montgomery County MFD Report Of Payments Received For Office Use Only
Office of Business
Relations & Compliance

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program Specialist II
255 Rockville Pike Ste 180
Rockville, MD 20850

PMMD-97 10/09



WHEATON PUBLIC IMPROVEMENTS
WHEATON, MD

EXHIBIT J - 3
(03/07/2017)



Montgomery County Office of Business Relations and Compliance	MFD Report Of Payments Received	For Office Use
SAMPLE ONLY! NOT TO BE USED BY PRIME		

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program Specialist II
255 Rockville Pike Ste. 180
Rockville, MD 20850

PMMD-97 10/09



EXHIBIT J - 3
(03/07/2017)



OFFICE OF PROCUREMENT

Isiah Legget
County Executive

David E. Dise
Director

NOTICE

TO: Minority Subcontractor

FROM: Alvin V. Boss, CCPB Program Manager
Office of Business Relations and Compliance

SUBJECT: MFD Report of Payments Received

This notice is to request that you complete the attached MFD Report of Payments Received and forward it to:

Office of Business Relations and Compliance
255 Rockville Pike
Suite 180
Rockville, MD 20850

The policy of the Montgomery County Office of Business Relations and Compliance is to assure that minority businesses receive the consideration stated in the Performance Plan that accompanies the contract between the County and the prime contractor. The Office of Procurement administers the Performance Plan so that each subcontractor named in the contract is in full compliance. As a designated subcontractor, please submit the attached form on a monthly basis during the period the subcontractor's services are in effect.

Should you have any questions about the MFD Report of Payments Received, please call the Minority Procurement Office at 240-777-9912.

Attachment

MFD Report of Payments Received
(Please retain copies for your records and for reporting)

Wheaton Public Improvements GMP MFD Compliance Plan

3/23/2017

Description	MFD	Awarded Prime Subcontractor	A	B	C
			Contract Value (\$)	MFD Target	MFD % Target C = B / A
Layout / Survey / Field Engineering	TBD	TBD	253,500	76,000	30%
Private Utility Locating	TBD	TBD	5,000	0	0%
Photographic Documentation	TBD	TBD	5,891	5,891	100%
Pest Control	TBD	TBD	8,000	0	0%
Final Cleaning	TBD	TBD	109,800	0	0%
Site Utilities	TBD	TBD	1,107,774	55,389	5%
Dry Utilities	TBD	TBD	923,456	230,864	25%
PEPCO Material Control Letter Allowance	TBD	TBD	150,000	0	0%
Earthwork	TBD	TBD	6,068,535	1,213,707	20%
Fence	TBD	TBD	72,574	72,574	100%
Support of Excavation	TBD	TBD	5,060,000	0	0%
Dewatering	TBD	TBD	955,000	0	0%
Site Concrete	TBD	TBD	344,383	344,383	100%
Pavers	TBD	TBD	728,314	0	0%
Landscape	TBD	TBD	942,356	0	0%
Asphalt Paving	TBD	TBD	282,072	0	0%
Striping	TBD	TBD	18,495	0	0%
Demolition	TBD	TBD	150,515	0	0%
Cast in Place Concrete	TBD	TBD	23,124,922	4,781,231	21%
Unit Masonry	TBD	TBD	751,440	112,716	15%
Stone	TBD	TBD	335,053	335,053	100%
Miscellaneous Metals	TBD	TBD	2,529,370	632,343	25%
Ornamental Metals	TBD	TBD	554,850	138,713	25%
Rough Carpentry	TBD	TBD	680,994	680,994	100%
Millwork	TBD	TBD	412,756	103,189	25%
Waterproofing	TBD	TBD	1,934,352	483,588	25%
Air Barrier	TBD	TBD	358,301	358,301	100%
Metal Panels	TBD	TBD	1,524,627	0	0%
High Performance Concrete Panels	TBD	TBD	3,261,450	815,363	25%
Roofing	TBD	TBD	1,310,980	327,745	25%
Caulking & Sealants	TBD	TBD	80,210	0	0%
Doors, Frames, and Hardware	TBD	TBD	298,334	0	0%
Overhead Coiling Doors & Grilles	TBD	TBD	29,995	0	0%
Glass & Glazing	TBD	TBD	6,008,490	958,157	16%
Louvers	TBD	TBD	28,154	0	0%
Drywall	TBD	TBD	3,877,122	969,281	25%
Tile	TBD	TBD	253,541	0	0%
Resilient Flooring	TBD	TBD	31,262	0	0%
Terrazzo	TBD	TBD	145,524	0	0%
Stretched Fabric Wall Systems	TBD	TBD	4,911	0	0%
Paint	TBD	TBD	285,926	0	0%
Toilet Compartments	TBD	TBD	46,215	46,215	100%
Toilet Accessories	TBD	TBD	37,677	37,677	100%
Fire Protection Specialties	TBD	TBD	28,675	28,675	100%
Flagpoles	TBD	TBD	44,000	0	0%
Loading Dock Equipment	TBD	TBD	46,490	0	0%
Building Maintenance Equipment	TBD	TBD	51,669	0	0%
Entrance Floor Mats	TBD	TBD	59,436	0	0%
Signage	TBD	TBD	96,491	96,491	100%
Elevators	TBD	TBD	3,351,061	0	0%
Fire Suppression	TBD	TBD	947,784	284,335	30%
Plumbing/HVAC	TBD	TBD	10,406,598	3,121,979	30%
Geothermal Wells	TBD	TBD	2,070,081	134,555	7%
Electrical	TBD	TBD	7,512,491	2,253,747	30%
Third Party Inspections and CoFO Fees Allowance	ALLOWANCE		80,000	0	0%
Discharge of Construction Dewatering Allowance	ALLOWANCE		100,000	0	0%
Exterior Fountain and Equipment Allowance	ALLOWANCE		75,000	0	0%
Fountain Pump Room Allowance	ALLOWANCE		50,000	0	0%
Parking Guidance System Allowance	ALLOWANCE		275,000	0	0%
Pay by Space Allowance	ALLOWANCE		425,000	0	0%
Garage Security Allowance	ALLOWANCE		100,000	0	0%
Exterior Wall Off Structure Mockup Allowance	ALLOWANCE		60,000	0	0%
Building Directory Allowance	ALLOWANCE		25,000	0	0%
Perimeter Security Allowance	ALLOWANCE		25,000	0	0%
Misc Landscaping at Triangle and Grandview Allowance	ALLOWANCE		25,000	0	0%
MOT at Area of Off Site Utility Replacement Allowance	ALLOWANCE		25,000	0	0%
Armature Steel, Decking, Roofing, Handrails Allowance	ALLOWANCE		1,462,190	0	0%
Wood Stage Allowance	ALLOWANCE		250,000	0	0%
Excess Liability Insurance	N/A		N/A		
GC Bond	N/A		N/A		
General Conditions and Fee	N/A		N/A		
			\$92,684,087	\$18,699,154	20.18%
Total MFD Participation (Goal = 20%)					MFD Participation Goal (20%)
Percentage			Cost of Work		
20.18%			\$18,699,154		
					\$18,536,817

**Wheaton Public Improvements
GMP Amendment
Exhibit D - Contract Price; Schedule of Values**

Development Budget

MCCOR's #001-033 (Excluding #30)

6/7/2017

Description	GMP Estimate (6/5/17)	Notes
Land		
A&E	\$ 5,399,473	
A&E Tenant	\$ 1,822,322	
Developer Fee	\$ 5,504,627	4% Design, Construction and Other Construction
<u>Construction:</u>		
Base Building	\$ 99,976,915	Includes Prevailing Wage; Includes IFC VE savings of \$2,638,255 per 6/5 meeting, \$500,000 Clark reduction, & add of \$150,000 for entrance canopy ceiling.
Site Improvements	*In above	
Garage	*In above	
Tenant Improvements	\$ 27,674,599	Allowance - Includes Prevailing Wage
Insurance	\$ <u>912,224</u>	
Subtotal - Construction	\$ 128,563,738	
Other Construction	\$ 1,830,154	Includes utility relocation and art allowance
Testing & Inspection	\$ 1,446,745	
Bonds, Permits and Fees	\$ 1,681,888	
Other Consultants	\$ 400,000	
Developer Contingency	\$ <u>5,427,525.28</u>	
Total Costs	\$ 152,076,473	

Note: Allowances included are as outlined in the GMP Amendment.

Version 8

Note: Excludes all design and construction work on Garage 45 & WMATA Garage, and Excludes all work at Reedie/Grandview Intersection

Note: Excludes LEED CI for MNCPPC (MCCOR #030)

**GMP Amendment
Wheaton Office Building
Exhibit E - Developer Fee Schedule**

6/6/2017

Design Phase (40%)

			Amount		Total
During Design Phase (30%)					
	(Aug 2014 - Dec 2016)	29 months	\$ 1,540,454	\$	1,540,454
	(Jan 2017 - May 2017)	1 Lump Sum	\$ 110,934	\$	110,934
At Execution of GMP Amendment (10%)		1 Lump Sum	\$ 550,463	\$	550,463

Construction Phase (60%)

			Amount/Month		Total
During Construction Phase (Including Value Engineering Phase)					
	(Jan 2017 - March 2020)	39 months	\$ 84,687	\$	3,302,776
TOTAL FEE (100%)				\$	5,504,627

-

Notes:

Percentages are agreed upon percentages and distribution per Turnkey
Excludes any fees assoaited with changs in Scope of Work

**Wheaton Office Building
GMP Amendment
Exhibit F – Bond Forms
3/30/17**

**Bond Requirements
Coversheet**

Subcontractor Payment Bond Form
Rider to Payment Bond
Subcontractor Performance Bond Form
Rider to Performance Bond
Dual Obligor Rider Subcontractor Acknowledgement Letter
Form of Dual Obligor Rider

Project No: XXXXXX

Bond No: _____

Contract No: XXXXXX

PAYMENT BOND
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That **(SUBCONTRACTOR NAME)** of **(ADDRESS)** (hereinafter called the "Principal"), as Principal and _____

_____ a corporation organized and existing under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CLARK CONSTRUCTION GROUP, LLC, 7500 OLD GEORGETOWN ROAD, BETHESDA, MARYLAND 20814** (hereinafter called the "Obligee"), in the sum of **(XXXXXXXXXXXX DOLLARS) (\$XXX,XXX.XX)**, for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by **(OWNER NAME)** for **(PROJECT NAME)** and;

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated **(DATE)** to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in Exhibit B and elsewhere in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee in writing.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	_____	(Principal)	(Seal)
	_____	(Business Address)	
Witness:		By	
_____	Or Secretary's Attest	_____	_____
		(Signature)	(Title)
		_____	(Surety)
			(Seal)
		_____	(Business Address)
Witness:		By	
_____	Or Secretary's Attest	_____	_____
		(Signature)	(Title)

RIDER TO PAYMENT BOND

This Rider is attached to and incorporated into that certain Payment Bond, Bond No. _____, dated _____ and issued by _____ (the "Surety"), with _____ as the Contractor and Principal and _____ as the Owner.

If there are more than one Surety, the companies comprising the Surety bind themselves in such sum jointly and severally for the full penal sum of this Performance Bond.

This change is effective as of the effective execution date of the Bond to which it is attached. The attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this ___ day of _____, 2012.

[insert name of surety]

BY: _____

[insert name of contractor]

BY: _____

Project No: XXXXXX

Bond No: _____

Contract No: XXXXX

PERFORMANCE BOND (Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That **SUBCONTRACTOR NAME** of **ADDRESS** (hereinafter called the "Principal"), as Principal and _____

_____ a corporation organized and existing under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CLARK CONSTRUCTION GROUP, LLC, 7500 OLD GEORGETOWN ROAD, BETHESDA, MARYLAND 20814** (hereinafter called the "Obligee"), in the sum of **(XXXXXXXXXXXX DOLLARS) (\$XXX,XXX.XX)**, for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by **(OWNER NAME)** for **(PROJECT NAME)** and;

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated **(DATE)** to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in Exhibit B and elsewhere in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee in writing.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

(Seal)

(Business Address)

Witness:

Or Secretary's Attest

By

(Signature)

(Title)

(Surety)

(Seal)

(Business Address)

Witness:

Or Secretary's Attest

By

(Signature)

(Title)

RIDER TO PERFORMANCE BOND

This Rider is attached to and incorporated into that certain Performance Bond, Bond No. _____, dated _____ and issued by _____ (the "Surety"), with _____ as the Contractor and Principal and _____ as the Owner.

If there are more than one Surety, the companies comprising the Surety bind themselves in such sum jointly and severally for the full penal sum of this Performance Bond.

This change is effective as of the effective execution date of the Bond to which it is attached. The attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____, 2012.

[insert name of surety]

BY: _____

[insert name of contractor]

BY: _____

January 30, 2017

ADDRESS HERE

**Re: Subcontractor Performance and Payment Bond – Dual
Obligee Rider**
Project: Wheaton Public Improvements

Dear _____:

We are requiring that your Performance and Payment Bond for this Project identify multiple obligees. Specifically, in addition to Clark Construction Group, LLC, we are requiring that Montgomery County, Maryland and S/C Wheaton Office, LLC be added as obligees. Please do the following:

1. Please execute the Acknowledgement below and return it to my attention immediately.
2. Also enclosed is a Dual Obligee Rider to be attached to your Performance and Payment Bond, once issued. Please execute the Rider where appropriate and return it, along with the executed Performance and Payment Bond, to my attention.

Please contact me should you have any questions.

Very truly yours,

David Tacchetti
Clark Construction Group, LLC

ACKNOWLEDGED AND AGREED TO BY:

(Subcontractor – Full Corporate Name)

By: _____
(Authorized Signature)

Title: _____
(Corporate Title)

Date: _____

ENCLOSURE

DUAL OBLIGEE RIDER

(_____Project)

RIDER to be attached to and form a part of the Performance Bond and Payment Bond, Bond No. _____ in the amount of \$_____, issued on behalf of _____ as Principal with _____ as Obligee (together, the “**Performance and Payment Bonds**”).

IT IS HEREBY UNDERSTOOD AND AGREED that, effective this _____ day of _____, 20____, the following (together, the “**Additional Obligees**”) are named as additional obligees under the Performance and Payment Bonds: _____; and

IT IS FURTHER UNDERSTOOD AND AGREED that the following is hereby added to and becomes a part of the Performance and Payment Bonds:

Provided, however, under the Performance and Payment Bonds, Surety shall not be liable to the obligees in the aggregate in excess of the penal sum(s) above stated; and

Provided, further, that the Additional Obligees when enforcing the Performance and Payment Bonds shall have no right against the Principal or the Surety except such as the Obligee would have, and shall be subject to all offsets and defenses however arising which would be available against the Obligee.

All other terms and conditions of the Performance and Payment Bonds are unchanged.

Signed, sealed with our seals and dated this _____ day of _____, 20____.

PRINCIPAL:

By: _____
Name: _____
Title: _____

SURETY:

By: _____
Name: _____
Title: _____

**SURETY: Fidelity and Deposit Company of
Maryland**

By: _____

Name: _____

Title: _____

**SURETY: Travelers Casualty and Surety
Company of America**

By: _____

Name: _____

Title: _____

**Turnkey
Wheaton Office Building
Exhibit G - Insurance Requirements**

For purposes of this Exhibit, the following organizational information is furnished for the information of the County:

Because S/C Wheaton/Silver Spring, LLC (the "Developer") [note: this assumes turnkey contract assigned by Wheaton/Silver Spring, LLC to S/C Wheaton/Silver Spring, LLC) does not have any employees, it has entered into a development agreement (the "Agency Agreement") with Stonebridge Associates, Inc. ("SAI") whereby the Developer has delegated and assigned its managerial responsibilities (but not financial obligations) under the Turnkey Contract to SAI.

The Developer shall procure and maintain (or shall cause SAI or the general contractor for construction, as set forth below, to procure and maintain) in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below:

1. Coverage and Limits

(a) On-Site Activities - Pursuant to the terms of the Construction Contract, the general contractor for construction shall purchase and maintain insurance for all on sight activities at and for the Project under a Contractor's Contractor Controlled Insurance Program ("CCIP"), which will provide general liability coverage in an amount at least equal to \$50,000,000, and which shall name the Developer, SAI, Wheaton/Silver Spring, LLC, StonebridgeCarras, LLC, BA Wheaton/Silver Spring, LLC, and Montgomery County MD (and its elected and appointed officials, officers, consultants, agents and employees) (the "Developer Parties"), among others, as additional insureds (with broad form endorsement CG 20 10 11 85) for all ongoing and completed operations. The CCIP shall be further endorsed and stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the Developer Parties.

(b) Off-Site Activities - SAI shall maintain General Liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for claims arising out of its off-site activities.

(c) SAI shall maintain Statutory Workers' Compensation and Employer's Liability insurance for its employees with limits of no less than \$500,000/\$500,000/\$500,000.

(d) SAI shall maintain Fidelity Insurance for claims due to employee theft or other misappropriation of funds in the amount of not less than \$5,000,000 per occurrence/aggregate. This insurance shall be maintained until Substantial Completion of the Work.

(e) Developer, SAI or the Contractor shall provide Builder's Risk insurance on a replacement cost basis in an amount at least equal to the guaranteed maximum price under the Construction Contract. Such insurance shall be written on a completed value, "all risk" form and shall insure the interests of the County, the Developer, the Contractor and its subcontractors in the Work as their interests may appear. The Developer shall pay all deductibles in connection with this insurance except to the extent the Construction Contract requires the Contractor to pay all or a portion of the deductibles. Any loss insured under the Builder's Risk Policy shall be adjusted and settled by the Developer on behalf of the insureds. Any resulting settlement shall be made payable to the Developer, on behalf of the insureds (as their interests may appear). The Builder's Risk policy shall contain terms and conditions customary in the marketplace for projects similar to the Project.

2. General Insurance Requirements

(a) Each insurance policy required under this section shall be issued by an insurance company authorized to do business in the State of Maryland and such insurance carrier must maintain an A.M. Best rating of no less than A-VIII.

(b) The named insured under each policy shall be required to notify the County at least thirty (30) days prior to any cancellation or non-renewal of any required insurance (ten (10) days' notice for cancellation due to non-payment of premium).

(c) All certificates of insurance and all notices required pursuant to this Exhibit must be sent to the attention of:

[insert name and address of County representative]

(d) Receipt and review by the County of any insurance certificates, or failure to request such evidence of insurance, shall not relieve the Developer of its obligation to comply with the insurance provisions of the Agreement.

(e) The insurance provisions of the Agreement shall not be construed as a limitation on the Developer's responsibilities and liabilities pursuant to the terms and conditions of the Agreement, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein, unless specifically provided otherwise in the Agreement.

3. Evidence of Insurance

Simultaneously with the execution of the Agreement, the Developer or SAI shall provide the County certificate(s) of insurance evidencing that all required insurance is in force, other than the CCIP. Upon execution of the Construction Contract (and prior to commencing construction), the general contractor for construction shall provide the County certificate(s) of insurance evidencing that the CCIP is in force. Not later than two (2) business days prior to the expiration date of each of the required policies, the Developer (or general contractor in the case of the CCIP) shall deliver to the County

a certificate of insurance evidencing renewal of coverage.

GENERAL CONDITIONS OF CONTRACT

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ARTICLE 1

DEFINITIONS AND USE OF TERMS

1.1 DEFINED TERMS

1.1.1 Additional Developer Fee. See Section 12.1.3.

1.1.2 Additional Notice. See Section 3.4.5.4 of the Contract.

1.1.3 Applicable Laws. Federal and local laws, codes, ordinances, rules, regulations and requirements (and official interpretations of the foregoing) imposed by Governmental Authorities having jurisdiction over the Project and applicable to the Services and the Project, including, but not limited to, (a) Americans with Disabilities Act rules and regulations, (b) ADA Accessibility Guidelines, (c) Fair Housing Act rules and regulations and design guidelines, to the extent applicable, (d) health and sanitary codes, (e) zoning regulations, surveys, special exceptions, proffers, zoning conditions and easements (f)

permits and licenses, (g) guidelines and guidance documents (to the extent they are legally binding), and (h) any and all covenants, conditions, restrictions, and reservations affecting the Project site.

1.1.4 Approved Construction Documents. See Section 4.3.3.4 of the Contract.

1.1.5 Application for Payment. An Application for Payment is a request from the Developer for a progress or final payment on the prescribed form and includes all information required to be submitted with the form to substantiate the Developer's right to payment. Unless otherwise provided, Applications for Payment must be submitted in the format specified by the County.

1.1.6 Architect. M. Arthur Gensler Jr & Associates, Inc., or another architect selected by the Developer for the Project and reasonably approved by the County.

1.1.7 Certificate of Final Completion. The Certificate of Final Completion is a form the County executes to confirm the date of Final Completion in accordance with Section 14.3.

1.1.8 Certificate of Insurance. A Certificate of Insurance is a form acceptable to the County, describing and certifying the insurance coverage obtained by the insured Developer, Architect, Contractor or Subcontractor, as applicable, from an insurer acceptable to the County.

1.1.9 Certificate of Substantial Completion. The Certificate of Substantial Completion is a form the County executes to confirm the Substantial Completion in accordance with Section 14.2.

1.1.10 Change Order. A written order signed by the County and the Developer relating to a change in the Services and the Work which is within the general scope of the Contract and which may increase or decrease the time of performance of the Services or the Work and/or the Contract Price.

1.1.11 Claim. See Section 16.1.

1.1.12 Concurrent Delay. See Section 11.6.3.

1.1.13 Construction Contract. The contract for construction of the Project to be entered into by the Developer and the Contractor.

1.1.14 Construction Contract Savings. The difference between the guaranteed maximum price in the Construction Contract and the actual cost of the Work plus the Contractor's Fee under the Construction Contract.

1.1.15 Construction Documents. Documents that illustrate and describe the further development of the approved Design Development Documents and consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work and are at a level of completion so that a prudent contractor, following generally accepted industry procedures, could undertake and complete the Work without an unreasonable amount of clarifications from the Architect and without an unreasonable amount of change orders.

1.1.16 Construction GMP Proposal. See Section 3.4.1 of the Contract.

1.1.17 Contract or Turnkey Contract. The written agreement between the County and the Developer, as executed by the parties, covering the Services and the Work to be performed, the time for performance and the cost of performance.

1.1.18 Contract Administrator The Contract Administrator is the County's representative authorized to oversee administration of the Contract as provided in Section 4.1.

1.1.19 Contract Amendment. A Modification to the Contract signed by the Developer and Director which provides for a change in the Contract provisions, including additional services or work outside the scope of the original Contract.

1.1.20 Contract Documents. The Contract Documents consist of the Contract between County and Developer, the Construction Contract, the Design Contract, these General Conditions of Contract, other documents and Exhibits listed in the Contract and Modifications issued after execution of the Contract. The Contract Documents also include, by reference, the provisions of the Montgomery County Code (2004), as amended, and the Montgomery County Procurement Regulations, as amended, listed in Exhibit K to the Contract.

1.1.21 Contract Price. The total amount payable by the County to the Developer for proper performance of the Services and the Work under the Contract Documents and is more fully described in the Contract, and is subject to adjustment only as provided in the Contract Documents.

1.1.22 Contract Time. The Contract Time is the total period of time to be stated in the GMP Amendment between the Date of Commencement and Substantial Completion of

the Work. The Contract Time is subject to adjustment only by Change Order as provided herein.

1.1.23 Contractor. Clark Construction Group, LLC, or another general contractor selected by the Developer and reasonably approved by the County. The Contractor is also the person or entity identified as the principal on the Performance and Payment Bonds.

1.1.24 Cost of the Services. Costs incurred by the Developer in the performance of the Services as contemplated by the Contract Documents

1.1.25 Cost of the Services and the Work. Costs incurred by the Developer in the performance of the Services and the Work as contemplated by the Contract Documents.

1.1.25.1 Construction Costs. Costs incurred by the Contractor including Contractor General Conditions and Fee pursuant to the Construction Contract between Contractor and Developer.

1.1.26 County. Montgomery County, Maryland. Unless noted otherwise, including specifically the exceptions outlined in Section 4.1, the authority of the County is granted to the Contract Administrator or such person as is expressly designated in writing by the Director as having such authority. Only the Director has the authority to execute a Change Order or Contract Amendment. For the purposes of ordering extra work or services by a Field Order, the County is defined as the Contract Administrator.

1.1.27 County Report. See Section 4.5.1 of the Contract.

1.1.28 CPM Progress Schedule. See Section 11.2.1.

1.1.29 Date of Commencement. The date established in the GMP Amendment for commencement of construction upon which the Contract Time begins to run.

1.1.30 Date of Substantial Completion. The Date of Substantial Completion is the date agreed to by the County and the Developer in accordance with Section 14.2 upon which the Work is found to be substantially complete.

1.1.31 Day, day, Days or days. Unless otherwise specifically modified, the term "day" means a calendar day. **Business Day** or **Business Days** means days in which Montgomery County, Maryland is open for business for a full day.

1.1.32 Design Contract. The contract for the

design of the Project to be entered into by the Developer and the Architect.

1.1.33 Design Development Documents. Documents that illustrate and describe the development of the approved Schematic Design Documents and consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

1.1.34 Design Documents. The various iterations of documents prepared by the Design Team for the Project, consisting of Concept Documents, Schematic Design Documents, Design Development Documents and Construction Documents to be submitted by the Developer to the County for review and approval in accordance with the procedures set forth in Article 4 of the Contract.

1.1.35 Design Package. A set of drawings and specifications submitted by the Developer to the County from time to time in accordance with Article 4 of the Contract.

1.1.36 Design Team. The Architect and its consultants and the Developer's other design consultants (to the extent engaged at the time of execution of the Contract, as listed in Exhibit J attached to the Contract).

1.1.37 Defective or Nonconforming Work. "Defective or nonconforming" is Work that is unsatisfactory, faulty or deficient, in that it:

- .1 Does not conform to the Contract Documents;
- .2 Does not meet the requirements of any inspection, test or approval referred to in the Contract Documents or required by law;
- .3 Is used or not of recent manufacture;
- .4 Contains defects;
- .5 Represents an Or-Equal or Substitution not properly approved by the County; or
- .6 Has been damaged prior to Substantial Completion.

1.1.38 Delay. The term "delay" refers to any circumstance which has the effect of preventing the Developer from performing Services or Work, or a portion thereof.

- .1 An *excusable delay*, as defined in Subsection 11.5.1 may entitle the Developer to an adjustment in the Progress Schedule, but does not entitle the Developer to any additional compensation except as otherwise defined in 11.5.2.
- .2 A *compensable delay*, as defined in Subsection 11.5.2 may entitle the Developer to additional compensation and an adjustment in the Progress Schedule.
- .3 An *unexcused delay*, as defined in Subsection 11.5.1 does not entitle the Developer to an adjustment in the Progress Schedule or additional compensation.

1.1.39 Department. The Department means the County Department of General Services.

1.1.40 Developer. Wheaton/Silver Spring, LLC or its assigns, to the extent permitted by Section 12.9 of the Contract. For purposes of this Contract, Developer is the County's "Contractor" as such term is defined by the Montgomery County Code and Montgomery County Procurement Regulations. References to Contractor, otherwise, throughout this contract shall mean the general contractor as set forth above in Section 1.1.23.

1.1.41 Developer Contingency. See Section 3.6 of the Contract.

1.1.42 Developer Fee. A fee payable by the County to the Developer for the performance of the Developer's obligations under the Contract, as more fully described in Section 3.2 of the Contract.

1.1.43 Developer Remediation Obligations. See Section 8.8.2.

1.1.44 Developer Authorized Representative. The person or persons designated in writing by the Developer from time to time who shall each have such authority to act on behalf of the Developer as the Developer shall designate in writing to the County from time to time.

1.1.45 Developer's Warranty. See Section 10.2.1.

1.1.46 Director. The Director means the Director, Department of General Services.

1.1.47 Dispute. See Section 16.3.

1.1.48 Disputed Item. See Section 4.6.3 of the Contract.

1.1.49 Disputed Item Notice. See Section 4.6.3 of the Contract.

1.1.50 Effective Date. July 31, 2013.

1.1.51 Existing Conditions. See Section 12.4.1.

1.1.52 Field Order. A Field Order is a written instruction issued by the County to the Developer directing a change in the Services or the Work which may adjust the amount payable to the Developer but will not change the Contract Price or Contract Time.

1.1.53 Final Completion or Finally Complete. The stage in the progress of the Work, when all of the Work, including all Punch List work, is complete in accordance with the Contract Documents.

1.1.54 Force Majeure. Unforeseeable causes beyond the control of the County (acting in its contracting capacity) or the Developer, including, without limitation, acts of God or of the public enemy, riot, insurrection, war, casualty, flood, epidemic, quarantine restrictions, freight embargoes, terrorist acts, unusually severe weather and shortage of materials or labor. Delays caused by the County acting in its regulatory capacity shall be included as Force Majeure events.

1.1.55 GDA. The General Development Agreement entered into by the County and the Developer concurrently with the execution of the Contract, as amended from time to time.

1.1.56 Geological Studies. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site in the Developer's possession at the time of submission of the GMP Proposal.

1.1.57 GMP Amendment. See Section 3.4.5.3 of the Contract.

1.1.58 GMP Date. The date of submission of the GMP Proposal to the County

1.1.59 GMP Proposal. See Section 3.4.1 of the Contract.

1.1.60 Government Authorities. Authorities having jurisdiction over the development, design and construction of the Project, acting in their regulatory capacity.

1.1.61 Hazardous Materials. Hazardous Materials means (a) any "hazardous waste" as

defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) any "oil, petroleum products, and their by-products" as defined by Md. Code Ann., Envir., §4-401(g) (1996 Repl.Vol.), as amended from time to time, and regulations promulgated thereunder; (d) any "controlled hazardous substance" or "hazardous substance" as defined by Md. Code Ann., Envir., §7-201 (1996 Repl. Vol.), as amended from time to time, and regulations promulgated thereunder; (e) any "infectious waste" as defined by the Md. Code Ann., Envir., § 9-227 (1996 Repl. Vol.), as amended from time to time and regulations promulgated thereunder; (f) any substance the presence of which on the Project site is prohibited, regulated, or restricted by Applicable Laws similar to those set forth in this definition; and/or (g) any other substance which by Applicable Laws requires special handling in its Generation because of its effect or potential effect on the environment. The term "Generation" means the usage, collection, generation, storage, transportation, treatment, or disposition.

1.1.62 Indemnified Parties. The County and its respective officers, members and employees.

1.1.63 Land or Site means the land and improvements thereon for the Office Building and Town Square located at Public Parking Lot 13, Parts of Lot 13 and 14 in Block H, Lots 11 and 12 and 2424 Reedy Drive in Wheaton, Maryland, as more particularly described in the GDA.

1.1.64 LEED. The Leadership in Energy and Environmental Design Green Building Rating System for New Construction, developed and maintained by the U.S. Green Building Council.

1.1.65 LEED Platinum Certification. A certification from the U.S. Green Building Council that the office building component of the Project has achieved LEED Platinum status (2009 v. 3, C&S certification).

1.1.66 Liquidated Damages. The amount payable by the Developer to the County for each day of unexcused delay in achieving Substantial Completion of the Work. The amounts of liquidated damages are stated in Section 7.2.2 of the Contract.

1.1.67 Long Lead Items. Those Punch List Items that cannot reasonably be completed within

ninety (90) days of the date of Substantial Completion.

1.1.68 Mandatory Referral. The mandatory referral process pursuant to §20-301 et seq. of the Land Use Article of the Annotated Code of Maryland

1.1.69 MFD. Minority, Female and Disabled Person Owned Businesses as certified by the County.

1.1.70 MFD Program. The County's Minority, Female and Disabled program.

1.1.71 Modification. A Modification is (i) a Contract Amendment; (ii) a Change Order or (iii) a Field Order.

1.1.72 MOSHA. Maryland Occupational Safety and Health Act of 1973.

1.1.73 Non-Design Team Use. See 4.2 of the Contract.

1.1.74 Notice to Proceed. A Notice to Proceed is a written notice given by the County to the Developer delivered after execution of the Contract directing the Developer to commence design of the Project.

1.1.75 Office Building. The public office building (both base building and tenant improvements) and garage portion of the Project, as more fully described in Exhibit A to the Contract.

1.1.76 Pencil Draw. A preliminary version of an Application for Payment.

1.1.77 Permit Set. See Section 4.3.3.2 of the Contract.

1.1.78 Planning Board. Montgomery County Planning Board of the Maryland National Capital Park and Planning Commission, which is the entity responsible for the Mandatory Referral process.

1.1.79 Potential Design Change. See Section 4.5.2 of the Contract.

1.1.80 Preconstruction Developer's Fee. See Section 3.2.2 of the Contract.

1.1.81 Prevailing Wage Law. The Wage Requirements Law, Montgomery County Code Section 11B-33C.

1.1.82 Program Requirements. Those design guidelines specified by the County for the Project and included in Exhibit A to the Contract.

1.1.83 Progress Schedule. The major milestone schedule for the performance of the Services and the Work, as may be modified from

time to time as provided in the Contract; the initial Progress Schedule is attached to the Contract as Exhibit B. The Progress Schedule shall be modified as part of the GMP Amendment. Any schedule that is a part of the Construction Contract or the Design Contract shall not be considered the Progress Schedule hereunder

1.1.84 Project. The development, design and construction of (i) the Office Building, containing approximately 308,000 gross square feet to be owned by the Maryland-National Capital Park and Planning Commission (the "Commission") and to be occupied by the Commission, and Montgomery County Department of Permitting Services (DPS), Department of Environmental Protection (DEP), Division of Solid Waste (DSW), Wheaton Regional Services Center (RSC), Community Use of Public Facilities (CUPF), Department of Health and Human Services, Licensure and Regulatory Service (HHS), and Department of Recreation (Rec) and/or other governmental agencies designated by the County, including a public parking facility containing approximately 397 parking spaces to be owned by the County, and (ii) the Town Square to be owned by the County. The Public Office Building and the Town Square are all as more fully described in Exhibit A to the Contract.

1.1.85 Punch List. The list initially prepared by or on behalf of the Developer identifying items that are required to be completed or corrected by the Developer as part of Final Completion (as set forth in Article 14) of the Work; this list shall be reviewed and supplemented, as appropriate and approved by the County at the time of Substantial Completion of all or a portion of the Work.

1.1.86 Punch List Items. Items of uncompleted Work set forth in the Punch List.

1.1.87 Redline Record Drawings and Specifications See Section 2.4.2.

1.1.88 Remediation Costs. See Section 8.3.3.

1.1.89 Required Changes. See Section 4.6.2 of the Contract.

1.1.90 Retainage. See Section 13.2.2.

1.1.91 RFI. A request for information from the Contractor to the Developer regarding interpretation of a portion of the Approved Construction Documents.

1.1.92 RFP. See Recitals in the Contract.

1.1.93 Savings. The difference between (a) the actual Cost of the Services and the Work plus the Developer's Fee and (b) the Contract Price set

forth in the GMP Amendment, as adjusted pursuant to the terms of the Contract Documents.

1.1.94 Schedule of Values. The breakdown of components of the Contract Price set forth in Exhibit D to the Contract.

1.1.95 Schematic Design Documents. Documents consisting of drawings and other documents that consist of preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

1.1.96 Services. The professional design services to be performed on behalf of the Developer by the Design Team relating to the Project.

1.1.97 Separate Contractor. The term Separate Contractor refers to a person or entity with which the County has contracted to construct other portions of the Project or perform other operations at the Site.

1.1.98 Shop Drawings. Shop Drawings generally consist of those drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor detailing the fabrication or assembly of some portion of the Work, copies of which are made available by the Developer to the County to indicate the details of execution of that portion of the Work.

1.1.99 Standard of Care. The generally accepted standard of care required of design professionals performing services similar to the Services for a project of the type and complexity, and in the locality of, the Project under similar conditions and circumstances.

1.1.100 Standards. See Section 6.3.1 of the Contract.

1.1.101 Stop Order. See Section 10.4.1.

1.1.102 Subcontractor. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work, and includes any Supplier who performs Work such as installation of materials and equipment. The term "Subcontractor" does not include a Separate Contractor or any subcontractors of a Separate Contractor.

1.1.103 Substantial Completion. Substantial Completion is the stage in the progress of the Work, as confirmed by the Developer and the

County, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents (i) so the County can occupy or utilize the entire Work or designated portion thereof for its intended use and (ii) that the completion or correction of any Punch List items can be accomplished within a period of ninety (90) days, except for Long Lead Items. Substantial Completion is exclusive of all County provided and/or installed items.

1.1.104 Sub-subcontractor. A Sub-subcontractor is a person or entity who has a direct or indirect contract at any tier with a Subcontractor to perform a portion of the Work.

1.1.105 Supplier. The term Supplier refers to any manufacturer, fabricator, supplier, distributor, materialman or vendor furnishing materials or equipment to be incorporated in the Work by the Developer or any Subcontractor or Sub-subcontractor.

1.1.106 Surety. The term Surety refers to any corporation, person or entity, authorized to do business in the State of Maryland, which has issued a Performance Bond, a Labor and Material Payment Bond, or similar security on the Contractor's behalf, in accordance with the requirements of the Contract Documents.

1.1.107 Taxes. All applicable federal, State, and local taxes and duties, including sales, consumer, use and similar taxes for the Services or the Work or portions thereof provided by the Developer and all social security, unemployment, and similar employment taxes, withholding and contributions for employees, which are legally enacted before the GMP Date and effective at any time during the performance of the Services and the Work. All Taxes applicable to the performance of the Services and the Work are payable by the Developer and those enacted prior to the GMP Date will be included in the Contract Price. The Developer will not be paid any additional compensation for payment of Taxes except for Taxes which are legally enacted after the GMP Date.

1.1.108 TI Date. See Section 8.2.3 of the Contract.

1.1.109 TI Proposal. See Section 8.2.3 of the Contract.

1.1.110 Town Square. The town square portion of the Project, as more fully described in Exhibit A to the Contract.

1.1.111 Unexcused Delay. See Section 11.5.1 and 11.5.3.

1.1.112 Warranties and Guarantees. The terms Warranties and Guarantees generally refer to written instruments, certificates, acknowledgments or similar documents required by the Contract Documents (other than the Developer's general warranty) evidencing specific obligations and undertakings by the Contractor, Subcontractors, Sub-subcontractors and Suppliers, to correct, repair or replace a portion of the Work covered by such Warranty or Guarantee.

1.1.113 Work. The Work means the construction services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by or on behalf of the Developer for incorporation into the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the Project.

1.2 USE OF TERMS

1.2.1 Singular and Plural. The County, Developer, Contractor, Architect, Subcontractor, Sub-subcontractor, Supplier, Separate Contractor, Surety, insurer and others are referred to throughout the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.2.2 Technical Terms and Trade Usage. Terms in the Contract Documents which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

1.2.3 Titles and Headings. The titles and headings of the various sections and subsections of these General Conditions and other Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents.

ARTICLE 2

THE CONTRACT

2.1 CONTRACT

2.1.1 Changes. The Contract may be changed only by a Modification.

2.1.2 Documents Excluded from the Contract. The Contract Documents do not include documents issued or provided to the Developer for the information of the Developer or

for reference purposes and which are not specifically incorporated in the Contract Documents.

2.2 ORGANIZATION AND INTENT

2.2.1 Contract Documents Complementary.

The Contract Documents are complementary, and what is required by one is as binding as if required by all. In the event of a conflict between or among Contract Documents, the following order of priority shall govern:

- .1 Modifications, with those of a later date taking precedence over those of an earlier date;
- .2 The Contract (without Exhibits)
- .3 These General Conditions of Contract
- .4 The balance of the Exhibits to the Contract.

2.3 Not used.

2.4 OWNERSHIP AND USE OF DOCUMENTS

2.4.1 See Section 4.2 of the Contract.

2.4.2 Redline Record Drawings and Specifications.

The Developer shall cause the Contractor to maintain at the site for the County one complete copy of the Approved Construction Documents, in good order and marked currently to indicate changes, revisions and additions thereto approved by the County (where required herein) and selections made during construction ("Redline Record Drawings and Specifications"), and one copy of approved Shop Drawings, Change Orders, Field Orders and other Modifications. Redline Record Drawings and Specifications shall include all architectural and structural changes, plumbing, heating, ventilating, air conditioning and electrical changes; changes to grades, utilities, and work covered by Change Orders. Subject to the provisions of Section 2.1, if any Work is performed otherwise than as shown in or reasonably inferable from the Approved Construction Documents, the Developer shall cause the Contractor to clearly indicate the variation on the Redline Record Drawings and Specifications. The Redline Record Drawings and Specifications and the other documents referred to herein shall be available to the County and shall be delivered to the County within ninety (90) days after Substantial Completion of the Work.

ARTICLE 3

THE COUNTY

3.1 COUNTY'S REPRESENTATIVES

3.1.1 Designated Representatives. The Department carries out the County's responsibilities. Unless noted otherwise, including specifically the exceptions outlined in Section 4.1, the authority of the County is granted to the Contract Administrator or such person as is expressly designated in writing by the Director as having such authority. For the purposes of ordering extra work or services by a Field Order, the County is defined as the Contract Administrator or such person as is designated in writing by the Director. Only the Director has the authority to execute a Change Order or Contract Amendment.

3.2 PROJECT INFORMATION

3.2.1 Site Surveys. The County may furnish surveys identifying the boundaries of the Site, the location of existing structures and restrictions of record such as easements and rights of way. The County may also furnish information with respect to topographical features and utilities of which the County is aware. It is the Developer's responsibility to determine and verify all information provided by County including, but not limited to, grades and elevations. Notwithstanding the foregoing, the Developer is entitled to rely on information provided by the County in arriving at the Contract Price to be set forth in the GMP Amendment, and to the extent existing conditions are inconsistent with those shown on information provided by the County, the provisions of Section 12.4 shall govern. It is the Developer's responsibility to verify the existence and locations of utilities with the appropriate agencies and utility companies.

3.2.2 For Contract Modification purposes, any Geotechnical Studies establish a baseline for expected subsurface conditions. The Developer must show a material difference between the Geotechnical Studies and actual subsurface conditions to justify a Contract Modification.

3.3 COUNTY RESPONSIBILITIES

3.3.1 Access to Site. The County will furnish the Project Site as indicated in the Contract Documents, and such other lands which are designated in the Contract Documents, if any, for the use of the Developer in performing the Services and the Work. The County is responsible for obtaining any additional rights of way, approvals or easements for access to the Site and/or performance of the Contract resulting

from the Developer's use, means and methods. The County may identify (at least four weeks prior to anticipated delivery of the GMP Proposal) encumbrances or restrictions not of general application but specifically related to use of the Site which are not of public record, so long as such encumbrances or restrictions do not prohibit use of the Site for the Project or prevent the design and construction of the Project as contemplated by the Contract. To the extent identified by the County as set forth above and identified in the GMP Amendment, the Developer must comply with them in performing the Work.

3.3.2 Permits and Fees. The Developer will be responsible for securing (i) the building permit, (ii) fees and surcharges for water, sewer and gas work and (iii) fees and permits for construction in the County and/or State road rights-of-way. The Developer will be responsible for obtaining all other permits, fees, licenses, bonds and governmental approvals, except as otherwise indicated in the Contract Documents.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT ADMINISTRATION

4.1.1 Administration by County. The Contract is administered by the Contract Administrator, the identity of whom is set forth in the Contract. The Contract Administrator is authorized to administer the Contract commencing on the date that the Contract is signed by the Contracting Officer and terminating on the date the Contract is completed or terminated. The Contract Administrator's authority is limited as follows:

- .1 Serve as liaison between the County and the Developer;
- .2 Provide direction to the Developer to ensure satisfactory and complete performance including issuance of Field Orders;
- .3 Monitor and inspect Developer performance to ensure acceptable timeliness and quality;
- .4 Serve as records custodian for the Contract, including wage and prevailing wage requirements;
- .5 Maintain necessary documentation and records regarding Developer performance and other pertinent matters;
- .6 Determine acceptance or rejection of Developer's performance;

- .7 Provide County determinations in response to Developer's requests for modifications to the Progress Schedule and/or adjustments in the Contract Price in accordance with Articles 11 and 12;
- .8 Approve or reject Applications for Payment;
- .9 Furnish necessary reports to the Director;
- .10 Monitor and verify compliance with any MFD Performance Plan;
- .11 Furnish notice of Developer performance failures to the Director and to the Office of the County Attorney, as appropriate; and
- .12 Recommend Contract Modifications or terminations for default or convenience to the Director.

4.1.2 Contract Administrator Limitations of Authority. The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

- .1 Alter or modify Contracts (except as set forth herein regarding Field Orders);
- .2 Terminate or cancel Contracts;
- .3 Approve, as opposed to recommend, Change Orders or Contract Amendments; or
- .4 Waive the County's Contract rights.

Unless the Director changes this delegation of authority, in writing, no other person is authorized to perform the functions of the Contract Administrator for this particular Construction Contract between County and Developer.

4.1.3 County's Representatives. The Contract Administrator may further delegate authority and responsibility for performance of the County's administration of the Contract to designated individuals. For the purposes of ordering extra work or services by Field Order, the County is defined as the Contract Administrator

4.2 ADMINISTRATION

4.2.1 Performance of Administration. Unless otherwise provided in the Contract Documents, ongoing administration of the Contract will be performed by the Contract

Administrator with the assistance of the County's Project Manager(s), Construction Representative(s), or others as designated by the Contract Administrator in writing to the Developer from time to time, under the overall direction of the Contract Administrator.

4.2.2 Not used.

4.2.3 County's Project Manager Limitations of Authority. The County's Project Manager, Construction Representatives and others as designated by the Contract Administrator will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.4 Communications. Except as otherwise provided in the Contract Documents, the Architect, the Contractor, and their respective subcontractors, consultants, suppliers and vendors shall not be authorized to communicate with the County; all communications shall be between the County and the Developer in order to be valid. Communications with Separate Contractors and County's consultants must be through the County.

4.2.5 Not used.

4.2.6 Not used.

4.2.7 Timeliness of Construction Administration Services. See Section 2.2 of the Contract.

4.3 ADMINISTRATION OF CONTRACT

4.3.1 Interpretations and Decisions by County. The County will provide written interpretations and decisions concerning Contract terms and conditions within the time periods set forth in the Contract, or if no time period is specified, within a reasonable time after written request is made by the Developer during the course of the Project. From and after GMP Date, if the Developer contends that the interpretation or decision constitutes a change in the Services or the Work, the Developer must file a Claim for an increase in the Contract Time and/or an increase in the Contract Price in accordance with Article 11 and/or Article 12 or the Developer will be conclusively deemed to have waived any Claim for an increase in the Contract Time or an increase in the Contract Price based on the interpretation or decision.

4.3.2 Not used.

4.3.3 Approval of Major Subcontractors and Suppliers. As part of the GMP Proposal, the

Developer will provide to the County (i) a list of all of the Contractor's subcontractors and suppliers who will participate in the bid process for subcontracts and purchase orders having a value in excess of Five Hundred Thousand Dollars (\$500,000) for approval by the County, such approval not to be unreasonably withheld, and (ii) copies of all bid submissions and requests for information, qualification or clarification delivered to it or the Contractor or the Architect, and the County shall have the right to review and participate in the bid review process. All subcontracts and purchase orders under the Construction Contract shall be bid out on an "open book" basis.

4.3.4 Approval of Submittals. Review and approval of Shop Drawings will be as provided in Article 9.

4.3.5 Site Visits. The County will make Site visits as provided in Subsection 10.3.2. Visitors to the Site other than the County shall be required to sign a Visitor Release form prepared by the Contractor and reasonably acceptable to the Developer and the County.

4.3.6 Rejection of Work. The County may reject Work as provided in Subsection 10.6.1.

4.3.7 Additional Inspection, Testing or Specific Approvals. The County has the authority to require additional inspection, testing or specific approval of the Work as provided in Subsection 10.4.3.

4.3.8 Authority to Stop or Suspend Work. The County has the authority to stop or suspend the Work as provided in Subsections 10.4.1 and 10.4.2.

4.3.9 Changes in the Work. No additions to or changes in the Work or other extra Work may be performed and no Claim for additional compensation, credit, or increase of time is valid without written authorization by the Contract Administrator and/or Director or pursuant to the dispute resolution provisions of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, no implied acceptance of changes in the Work, and no Claim that the County has been unjustly enriched by any change to the Work, can be the basis for any Claim for additional compensation, an increase in the Contract Time or an increase in the Contract Price.

4.3.10 Substantial and Final Completion. As provided in Article 14, the County and the Developer will conduct inspections to determine the dates of Substantial Completion and the date

or dates of Final Completion. The County and the Developer will execute Certificates of Substantial and Final Completion upon the County's and Developer's agreement that the requirements for Substantial Completion or Final Completion, as applicable, have been met. To the extent provided in the Progress Schedule to be attached to the GMP Amendment, there may be interim Substantial Completion dates for various portions of the Work ("Milestone Dates"). In addition to such Milestone Dates, the County may accept partial Substantial Completions as to portions of the Work which have reached Substantial Completion and are available for use by the County.

4.4 LIMITATIONS OF COUNTY'S RESPONSIBILITIES

4.4.1 Charge or Control. The County has no control over or charge of nor is responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Developer's responsibility as provided in Subsection 5.3.2 and Article 8. The County is not responsible for the Developer's failure to carry out the Services or the Work in accordance with the Contract Documents.

4.4.2 Actions not to Relieve Developer. No action or failure to act on the part of the County including but not limited to (i) the acceptance or approval of any Subcontractor, selection, Substitution or Or-Equal Item, Submittal or schedule, (ii) observation or inspection of any of the Work, (iii) the performance of any test or inspection, (iv) assistance in performance of the Services or the Work, or (v) the acceptance or failure to accept any portion of the Work, relieves the Developer of responsibility for performing the Services and the Work in accordance with the Contract Documents.

4.4.3 Responsibility for Others. The County will have no control over or charge of and will not be responsible for acts or omissions of the Developer, the Design Team, the Contractor, Subcontractors, Sub-subcontractors, Suppliers or their agents or employees, or of any other persons performing portions of the Services or the Work.

4.4.4 Inspection, Testing or Approval and Rejection of Work. The performance of any tests, inspections or approvals required by the Contract Documents does not relieve the Developer of any of its obligations under the Contract Documents. The County's ability to

require additional testing and inspection, and the County's rejection of defective or nonconforming Work, does not give rise to any duty or responsibility on the part of the County to exercise such actions for the benefit of the Developer or any other person or entity.

4.4.5 Stopping or Suspension of Work. The authority of the County to stop the Work under Subsections 10.4.1 or to suspend the Work under Subsection 10.4.2 does not give rise to any duty or responsibility on the part of the County to exercise such authority for the benefit of the Developer or any other person or entity.

4.4.6 Payments. The making of any progress payment or final payment by the County does not constitute acceptance of Work not complying with the requirements of the Contract Documents. The making of final payment does not constitute a waiver of claims by the County as provided in Subsection 14.4.3.

4.4.7 Occupancy or Use. Partial or entire occupancy or use of a portion or portions of the Work by the County under Section 14.1 does not constitute acceptance of Work not complying with the requirements of the Contract Documents.

4.4.8 Certificate of Substantial or Final Completion. Neither the issuance of a Certificate of Substantial or Final Completion under Subsections 14.2.6 or 14.4.1, nor acceptance thereof by the County, constitutes acceptance of Work not complying with the requirements of the Contract Documents.

ARTICLE 5

DEVELOPER

5.1 Not used.

5.2 LEGAL REQUIREMENTS

5.2.1 Compliance with Applicable Laws. The Developer must obtain all licenses and comply with and give all notices required by Applicable Laws relating to the Services and the Work, including the orders of the County acting in its regulatory capacity. To the extent there is a change in Applicable Laws during the preconstruction phase of the Project, such change shall be reflected in the Design Documents prepared during such phase and the Contract Price shall be adjusted as provided in Article 12. To the extent there is a change in Applicable Laws after the GMP Date, the Contract Price and/or Contract Time may be equitably adjusted.

5.2.2 Taxes. The Contract Price set forth in the GMP Amendment shall include sales, consumer,

use and similar taxes for the Work or portions thereof which are legally enacted as of the GMP Date, whether or not yet effective or merely scheduled to go into effect. The Developer is on notice that under Md. Code Ann., Tax-Gen'l, §11-220(b) (2004 Repl. Vol.), purchases made by the Developer in furtherance of this Contract are not exempt from Maryland sales and use taxes by virtue of the County's status as a local government entity.

5.2.3 Permits and Fees. The Developer must obtain and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, including connections, tap fees and inspections in connection with the installation of utilities and any bonds required by any utilities for the performance of any utility Work on utility lines or within a utility easement, specialized trade permits such as for plumbing, mechanical and electrical work, and any fees and charges associated therewith which have been enacted or established as of the GMP Date.

5.2.4 Compliance with U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Requirements. See Section 2.12 of the Contract.

5.3 DEVELOPER'S RESPONSIBILITY FOR PERFORMANCE

5.3.1 Assignment, Scheduling and Coordination. The Developer, through its contractors, is solely responsible for and has control over assigning, scheduling and coordinating all portions of the Services and the Work under the Contract performed by the Developer's own forces and by its Architect, Contractor and those under their control in accordance with the Progress Schedule.

5.3.2 Construction Means and Methods. The Developer, through the Contractor, must provide continuous on-Site supervision and direction of the Work using the Developer's commercially reasonable efforts. The Contractor shall have control over construction means, methods, techniques, sequences and procedures.

5.3.3 Not used.

5.3.4 Not used.

5.3.5 Obligations Not Relieved. The Developer is not relieved of its obligations by the activities or duties of the County in the administration of the Contract, or by tests,

inspections or approvals required or performed by persons other than the Developer.

5.4 Not used.

5.5 Not used.

ARTICLE 6

CONTRACTOR AND ARCHITECT

6.1 Not used.

6.2 CONTRACTUAL RELATIONS

6.2.1 Flow Down Provisions. The Developer must require the Contractor and the Architect, to the extent of the Services or Work to be performed by them, to be bound to the Developer by the terms of the Contract Documents, and to assume toward the Developer all the obligations and responsibilities which the Developer, by the Contract Documents, assumes toward the County. The Construction Contract and the Design Agreement shall allow the Contractor and the Architect rights, remedies and redress against the Developer equivalent to those that the Developer, by the Contract Documents, has against the County. The Developer must require the Contractor and the Architect to enter into similar agreements with their consultants, Subcontractors and Suppliers.

6.2.2 Provisions of Subcontracts. The Developer shall cause the Contractor to submit a copy of each subcontract to the Developer for transmission to the County upon request.

6.3 PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

6.3.1 Payments to Contractor. The County shall pay the Escrow Account directly for amounts approved for the Construction Costs Application for Payment per 13.2.1 below. Except for such right of payment, nothing shall be construed as giving the Contractor, any other rights directly against the County or creating any privity of contract between the County on one hand and the Contractor on the other hand. Except as stated above, as required by Md. Code Ann., Real Prop., §9-302 (2003 Repl. Vol.), the Developer shall require the Contractor to pay each Subcontractor and Supplier, within seven (7) days after the Contractor receives payment from the County that portion of the amount paid to the Contractor on account of such Subcontractor's or Supplier's portion of the Work to which the Subcontractor or Supplier is entitled. Retainage withheld from payments to a

Subcontractor or Supplier must not exceed the contract retainage applicable to the Contractor on account of that Subcontractor's or Supplier's portion of the Work. The Contractor and Subcontractors are put on notice that payments made to them under the Contract are held in trust for their Subcontractors and Suppliers under Md. Code Ann., Real Prop., §9-201 (2003 Repl. Vol.)

6.3.2 Responsibility for Payment to Subcontractors. Except as provided in Section 6.3.1 above, the County shall have no obligation to pay or to see to the payment of any moneys to the Contractor, the Architect or its sub-consultants, any Subcontractor or Supplier or provide any information to any of them. Notwithstanding any provision to the contrary in this Article 6 or in any other provision of the Contract Documents, with the exception of Contractor's right to payment as set forth in Section 6.3.1 above and Section 13.2.1 of these General Conditions, any obligations imposed upon the Developer with respect to the Contractor, the Architect, Subcontractors and Suppliers is solely for the benefit of the County and shall not be construed as giving the Contractor, the Architect, or any Subcontractor or Supplier any rights directly against the County or creating any privity of contract between the County on one hand and the Contractor, the Architect or any Subcontractor or Supplier on the other hand.

ARTICLE 7

WORK BY COUNTY AND BY OTHERS

7.1 OTHER WORK AT THE SITE

7.1.1 County's Rights Reserved. The County reserves the right to perform work at the Site with its own forces, to permit work to be performed at the Site by other forces, and to award separate contracts in connection with other portions of the Project.

7.1.2 Identification of Work by Others. Work to be performed by the County or by Separate Contractors will be identified in the GMP Amendment or thereafter. If a question arises concerning the allocation of responsibilities among the Developer and the County or any Separate Contractor, the Developer must promptly request an interpretation or.

7.1.3 Coordination of Other Work. The Developer must cooperate in coordinating its Work with the work, if any, of the County, Separate Contractors, and any other forces permitted by the County to perform work at the Site. The Developer may be entitled to a change

compensation or change in the Contract Time or Contract Price as a result of any Delays, impacts or inefficiencies resulting from interferences or lack of Site availability caused by County or Separate Contractors or other forces permitted by the County to perform work at the Site provided Developer submits a Claim in accordance with Articles 11, 12 and 16.

7.1.4 Communications through County. Communications among the Developer and Separate Contractors must be conducted through the County.

7.2 DEVELOPER'S RESPONSIBILITY

7.2.1 Developer to Afford Access to Others. The Developer must afford the County and Separate Contractors and other forces permitted by the County to perform work at the Site reasonable opportunity for introduction and storage of their materials and equipment and performance of their work and related activities.

7.2.2 Not used.

7.2.3 Not used.

7.2.4 Not used.

7.2.5 Remedy of Damage to Work by Others. The Developer must promptly remedy damage caused by the Developer to completed or partially completed construction or to property of the County or Separate Contractors or other forces permitted by the County to perform work at the Site. The County shall be responsible for damage caused by Separate Contractors or other forces permitted by the County to perform work at the Site.

7.3 MUTUAL RESPONSIBILITY OF THE COUNTY AND SEPARATE CONTRACTORS

7.3.1 Responsibility for Cleaning Up. Each party performing work at the Site shall be responsible for cleaning up its own debris and work area. If a disagreement arises among the Developer, Separate Contractors or other forces permitted by the County to perform work at the Site and the County as to their respective responsibilities for maintaining the Site, the Work and surrounding area free from waste materials and rubbish the cost of clean up shall be allocated among them.

7.3.2 Disagreements Involving Separate Contractors. If a disagreement arises among the Developer and any Separate Contractors or other forces permitted by the County to perform work at the Site over delays, impacts, inefficiencies, additional costs or damage to their

work or property at the Site, the Developer must, upon due notice to the County cause the Contractor to make a good faith effort to settle with such Separate Contractor. If a settlement is not reached, the Developer must submit a Claim for an increase in the Contract Time and/or a Claim for an increase in the Contract Price in accordance with Articles 11 and 12. If a Separate Contractor or other forces permitted by the County to perform work at the Site brings a claim under the Montgomery County Procurement Regulations against the County on account of any delay, impacts, inefficiencies, additional cost or damage alleged to have been caused by the Developer, the County will notify the Developer, and the Developer and the Contractor shall participate in such proceedings at the Developer's expense. To the extent any judgment or award against the County is due to the fault of the Developer or the Contractor, or those within their control, the Developer shall pay such judgment or award. To the extent any judgment or award results in a finding that the Developer or the Contractor or those within their control were not at fault, the County shall cause the Separate Contractor to pay the Developer's costs and expenses of participation in such proceeding.

ARTICLE 8

PROTECTION OF PERSONS AND PROPERTY

8.1 RESPONSIBILITY FOR SAFETY

8.1.1 Responsibility for Site Safety. The Developer is responsible for causing the Contractor to initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

8.1.1 The Developer shall direct the Contractor to initiate, maintain and provide supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.

8.1.2 In connection with the performance of the Work, the Developer shall give (or shall cause the Contractor to give) notices and comply with Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.

8.2 Safety of Persons and Property

8.2.1 The Developer shall direct the Contractor to take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of the Developer; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

8.2.2 The Developer shall direct the Contractor to erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities, and shall comply fully with the requirements of OSHA and/or MOSHA and other Applicable Laws relating to safety.

8.2.3 When use or storage of explosives or other Hazardous Materials or equipment or unusual methods are necessary for execution of the Work, the Developer shall direct the Contractor to exercise appropriate care based on the circumstances and carry on such activities under supervision of properly qualified personnel and shall comply with all Applicable Laws relating to such activities.

8.2.4 The Developer shall direct the Contractor to promptly remedy damage and loss to property referred to in Sections 8.2.1.2 and 8.2.1.3 caused in whole or in part by the Developer or anyone directly employed by or in control of Developer and for whose acts Developer may be liable and for which the Developer is responsible under Sections 8.2.1.2 and 8.2.1.3, except to the extent of damage or loss attributable to acts or omissions of the County, Separate Contractors, or anyone directly or indirectly employed by the County, or by anyone for whose acts the County or Separate Contractors are liable, and not attributable to the fault or negligence of the Developer. All costs incurred by the Developer in connection with its obligations under this Section to the extent not paid by available insurance or recovered from the Contractor shall be paid by the Developer.

8.2.5 The Developer shall cause the Contractor to designate a responsible member of

its organization at the Site whose duty shall be construction safety.

8.3 Security. During the course of construction and until the Substantial Completion Date, the Developer shall cause the Contractor to take precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. The Developer shall cause the Contractor to furnish and install facilities to provide safe means of access to all points where Work is being performed. Until the Substantial Completion Date, the Developer shall cause the Contractor to take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours.

8.4 Damage to Property at the Site. The Developer shall be responsible for damage or loss to property at the site from the date the County turns over the site to the Developer and the Developer assumes sole control and custody thereof until Substantial Completion of the Work (or portions thereof), except to the extent caused by the acts or omissions of the County or its representatives, employees or agents and not covered by required insurance. The costs and expenses incurred by the Developer under this Section to the extent not paid by available insurance or recovered from the Contractor shall be paid from the Developer Contingency.

8.5 Damage to Property of Others. The Developer shall direct the Contractor to avoid damage, as a result of the Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the County. The Developer shall cause the Contractor to repair any such damage caused by the operations of the Contractor or others within the Developer's control, and costs and expenses incurred by the Developer under this Section to the extent not paid by available insurance or recovered from the Contractor shall be paid from the Developer Contingency.

8.6 Failure of Developer to Repair Damage. If the Developer fails to commence the repair of damage to property as set forth in this Article (other than damage to property at the Land), and diligently pursue such repair, then the

County, after ten (10) business days prior written notice to the Developer (provided the Developer has not commenced such repair during such ten (10) business day period), may elect to repair such damages with its own forces and to deduct from payments due or to become due to the Developer amounts paid or incurred by the County is correcting such damage.

8.7 Emergencies. In an emergency affecting the safety of persons or property, the Developer shall act, at the Developer's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time claimed by the Developer on account of an emergency not caused by the fault or neglect of the Developer to the extent not paid by available insurance or recovered from the Contractor shall be paid from the Developer Contingency.

8.8 HAZARDOUS MATERIALS

8.8.1 Disclosure, Identification and Handling.

The Developer shall cause the Contractor to maintain at the Site, available to the County, appropriate information pertaining to all Hazardous Materials brought to the Site. Such materials must be properly labeled or identified, and the Contractor must properly store, handle and use them at all times. Manufacturers and distributors are required by the federal Hazard Communication Standard (29 CFR §1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each Hazardous Material or chemical container, and to provide Material Safety Data sheets to the purchaser. The Contractor must comply with these laws. The Contractor must not store Hazardous Materials at the Site in excess of those reasonably needed for the Contractor's current operations, and must properly remove or dispose of all Hazardous Materials, including combustible waste, as soon as possible after completion of the operations in which they are utilized.

8.8.2 Discovery of Hazardous Materials at the Site. In the event the Developer or the Contractor encounters on the Site material reasonably believed to be a Hazardous Material (other than Hazardous Materials identified prior to GMP Date and included in the GMP Amendment as part of the scope of the Work), the Developer shall take appropriate measures to remediate the presence of Hazardous Materials on the site in accordance with Applicable Laws, including, without limitation, the obtaining from the Maryland Department of the Environment of a closure letter, no further action letter or the functional

equivalent thereof which may include a document from the Voluntary Cleanup Program (the "Developer Remediation Obligations"). Any such remediation will be performed by Environmental Consultants and in accordance with Applicable Laws. In the event the County and the Developer disagree on the Developer Remediation Obligations to be undertaken, the recommendation of the Environmental Consultant, as supported in writing by the State of Maryland Department of the Environment, shall be binding on the parties.

8.8.3 Adjustments for Hazardous Materials.

To the extent the GMP Amendment does not include costs and time for remediation of Hazardous Materials, the County shall be responsible for the costs and time associated with such remediation, and the Developer may request a change in the Contract Time or Contract Price to the extent the Developer incurs costs on account of or is delayed by the need to remove, contain or remediate Hazardous Materials ("Remediation Costs"). Any such requested change in the Contract Time or Contract Price must fully comply with Articles 11 and 12.

8.9 INDEMNIFICATION

8.9.1 Indemnity and Duty to Defend. To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the Indemnified Parties from and against Losses arising out of or resulting from performance of the Work, provided that (a) with respect to Losses concerning the Services, such Losses arise out of the professional errors or omissions of the Architect or those within its control; and (b) with respect to Losses concerning the Work, such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom; and (c) indemnification shall apply only to the extent caused by the negligent acts or omissions of the Developer, the Architect, the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Losses are caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Such indemnification shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Developer, the

Contractor, the Architect or a Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9

SHOP DRAWINGS

9.1 The Construction Contract shall require the Contractor to review for compliance with the Approved Construction Documents, approve and submit in writing to the Design Team Shop Drawings required by the Approved Construction Documents. One additional set of Shop Drawings shall be furnished to the Developer for transmission to the County for its review and approval.

9.2 The Developer shall submit Shop Drawings to the County Administrator. Within seven (7) business days after receipt by the County Administrator of any Shop Drawings, the County shall promptly and diligently review the items submitted and either approve them as submitted or timely notify the Developer in writing of the required changes. The County shall only be entitled to disapprove all or any portion of Shop Drawings to the extent that Shop Drawings (a) are materially inconsistent with the Approved Construction Documents; (b) are in violation of Applicable Laws; or (c) contain errors, omissions or inconsistencies. If the County disapproves Shop Drawings for the above-listed reasons, the Developer shall cause the Contractor to make any necessary revisions based on such disapproval and resubmit the Shop Drawings as revised to the County for approval pursuant to this Section, but the re-review period for the County shall be three (3) business days.

9.3 If the County fails to approve or disapprove the Shop Drawings submitted for review and approval within such seven (7) business day period (or three (3) business days for re-submittal, if applicable), the Shop Drawings submitted shall be deemed approved. In the event the applicable Shop Drawings are deemed approved due to a failure to reply under this Section, any subsequent changes by the County shall be treated as a Change Order or Field Order, at the election of the County; provided, however, that in the event the Developer shall be required to make a subsequent change for purposes of compliance with Applicable Laws in effect as of the GMP Date, then such change shall not be deemed to be a change.

9.4 Shop Drawings, once approved by the County (or deemed approved pursuant to the provisions of Section 9.3), shall be considered part of the Approved Construction Documents

9.5 The Construction Contract shall also provide that by approving and submitting Shop Drawings, the Contractor shall be required to represent that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Approved Construction Documents.

9.6 The Construction Contract shall also provide that the Contractor shall not be relieved of responsibility for deviations from requirements of the Approved Construction Documents by the Architect's approval of Shop Drawings unless the Contractor has specifically informed the Architect and the Developer in writing of such deviation at the time of submittal and (1) the Architect and the Developer have given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation.

9.7 The Construction Contract shall also provide that the Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings by the Architect's approval thereof.

ARTICLE 10

QUALITY CONTROL PLAN, COMMISSIONING REPORT AND WARRANTIES

10.1 QUALITY CONTROL PLAN AND COMMISSIONING REPORT

10.1.1 Quality Control Plan. Unless noted otherwise in the Contract Documents, the Developer shall cause the Contractor to prepare and submit a quality control plan in accordance with the requirements of the Contract Documents for review and approval by the County within ninety (90) days of GMP Date. The Developer shall cause the Contractor to comply with the requirements of the approved quality control plan.

10.2 GENERAL WARRANTY AND SPECIAL WARRANTIES

10.2.1 General Warranty. In addition to any other warranties at law, the Developer warrants to the County for one (1) year after Substantial Completion of the Work (except as otherwise

provided in the GMP Amendment with respect to manufacturers' warranties) that the Work shall be free from any defect of equipment or material furnished or workmanship performed by or on behalf of the Developer or any of its subcontractors or suppliers at any tier (the "Developer's Warranty"). Under the Developer's Warranty, the Developer shall remedy at its own expense any such failure to conform or any such defect. In addition, the Developer shall remedy at its own expense any damage to County-owned or controlled real or personal property if said damage is the direct result of any failure or defect covered by the Developer's Warranty or if said damage results from any work carried out under the Developer's Warranty. The County shall notify the Developer in writing within a reasonable time after the discovery of any condition covered by the Developer's Warranty. All claims must be filed within the one (1) year time frame or the Developer's Warranty shall expire automatically. Should the Developer fail to commence to remedy any such failure to conform or any such defect within thirty (30) days after receipt of written notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Developer's expense. The parties acknowledge that because the Office Building and the Town Square have different Substantial Completion dates, the Developer's Warranty with respect to each of the Office Building and Town Square shall commence on Substantial Completion of each of the Office Building and Town Square, respectively.

10.2.2 The Developer's Warranty excludes remedy for damage or defect caused by abuse, modifications not executed by or on behalf of the Developer, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

10.2.3 Not used.

10.2.4 Manufacturers' Warranties. The Developer must furnish all manufacturers' warranties required by the Contract Documents no later than thirty (30) days after Substantial Completion of the entire Work. The Developer shall cause the Contractor to agree that all subcontracts and purchase orders shall explicitly provide that all Subcontractors', suppliers, and manufacturers' (collectively, "SSM") warranties for materials, equipment and labor shall be assignable, on a non-exclusive or exclusive basis (at the option of the County) to the County, effective as of the date of commencement of each such warranty. Such warranties shall not contain

any restriction on assignment (by the Subcontractor or supplier, by the Contractor, the Developer or the County) (including, but not limited to, restrictions on scope or term of warranty). Further, the Developer shall cause the Contractor, upon request of the Developer or the County, to execute or obtain any document reasonably requested by the Developer or the County to effectuate such rights of the Developer, the County or other assignees. Corrective work shall be completed in accordance with the requirements of any and all applicable manufacturers' warranties.

10.3 OBSERVATION AND INSPECTION OF WORK

10.3.1 Access to Work. The Developer must provide the County safe access to the Work at all times that it is in preparation or progress wherever located.

10.3.2 Site Visits. The County, its Construction Representatives, and its consultants may visit the Site at intervals appropriate to the stage of construction to attend progress meetings, to make observations and inspections and to become generally familiar with the progress and quality of the completed Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

10.3.3 Responsibility of Developer. Neither the observations of County nor the performance of any inspections, tests or approvals relieves the Developer from its obligations to perform the Work in accordance with the Contract Documents.

10.4 STOP ORDER

10.4.1 The County shall have the right to issue a stop order (a "Stop-Order") if the County's Authorized Representative designated in Exhibit H reasonably determines in a detailed written report with a copy provided to the Developer as part of the Stop-Order that any of the following have occurred and if the defective Work cited in said report is not readily correctable by the Developer:

.1 failure to perform the Work in substantial conformity with the Approved Construction Documents; or

.2 failure to perform the Work in accordance with Applicable Laws

10.4.2 If the County issues a Stop-Order, the Developer shall have the right to present

evidence to the County that the issuance of the Stop-Order is not justified and, within three (3) business days after submission of said evidence, the County and the Developer shall meet to discuss the County's concerns and the resolution thereof and each of the County and the Developer shall attempt in good faith to reach a prompt resolution of the issues underlying the Stop-Order. The Developer shall not be required to stop the entire Work, only that portion of the Work that does not meet the conditions set forth in .1 and .2 above.

10.4.3 If the County determines that portions of the Work require additional testing or inspection not included under the Construction Contract and not industry-standard types of testing, the Developer will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing or inspection by an entity acceptable to the County, and the Contractor shall give timely notice to the Developer (who shall give such notice to the County) of when and where such tests or inspections are to be made so that the County may be present for such procedures. Costs of such additional testing or inspection shall be paid by the County pursuant to a County Cost Change Order, except to the extent that such additional testing or inspection reveals that the Work is not in accordance with the Approved Construction Documents, in which case all such costs shall be borne by the Developer and paid from the Developer Contingency to the extent not paid for by the Architect or the Contractor. Notwithstanding the foregoing, the County shall not be authorized to order additional testing or inspection to the extent such additional testing or inspection would delay the progress of the Work.

10.4.4 The County shall have full access to all testing and inspection reports furnished to the Developer in connection with the Work.

10.5 Not used.

10.6 REJECTION AND CORRECTION OF WORK

10.6.1 Rejection of Nonconforming Work. The County may reject Work at any time that does not conform to the Contract Documents. Unless the Developer is specifically instructed otherwise, any Work that fails a required test, inspection or approval will be considered as having been rejected, whether or not specific notice of rejection is given by the County.

10.6.2 Developer to Correct or Replace Rejected Work. The Developer must promptly cause the Contractor to correct Work which is

rejected by the County as defective or which otherwise fails to conform to the requirements of the Contract Documents prior to Substantial Completion. The County may request the Developer to undertake additional testing or inspection of such Work after correction. The Developer shall cause the Contractor to bear the costs and any time impact related to correcting or replacing defective Work, including costs of the County's additional services and expenses and the costs of additional or repeated testing, inspection or approval and all delays relating thereto.

10.6.3 Acceptance of Defective or Nonconforming Work. If the County determines that it is in its best interests to accept Work which is not in accordance with the requirements of the Contract Documents instead of requiring its correction, the County may accept such Work with an adjustment reducing the Contract Price as appropriate. Any such acceptance of defective or nonconforming Work will not extend to defects or deficiencies not expressly revealed to the County in writing at the time of acceptance. Any such acceptance to be effective must be in writing and signed by the Director and the Developer.

10.6.4 Removal of Defective or Nonconforming Work. The Developer shall cause the Contractor to promptly remove from the Site and dispose of any materials, supplies or equipment that does not comply with the requirements of the Contract Documents and/or which has been rejected by the County.

10.6.5 Not used.

10.6.6 Not used.

10.6.7 Not used.

10.7 SPECIFIC CORRECTION OF WORK

10.7.1 Specific Correction Period. The Developer shall cause the Contractor to correct any Work found to be defective, non-complying or nonconforming, or any Work (whether by the Developer or by others) affected thereby, discovered during the specific correction periods as follows:

- .1 Within one year after the Date of Substantial Completion of the Office Building for Work related to the Office Building; and
- .2 Within one year after the Date of Substantial Completion of the Town Square for Work related to the Town Square.

- .3 With respect to portions of Work first completed after Substantial Completion of the Office Building or Town Square, as applicable, the one year period shall commence on the date of actual completion of that portion of the Work.

10.7.2 Notice and Demand for Specific Correction Obligation. The County will give notice to the Developer within a reasonable time after discovery of Work which it believes to be subject to specific correction. The County will afford the Developer and the Contractor an opportunity to jointly inspect the Work within a reasonable time after such notice. If no agreement is reached between the County and Developer as to the responsibility and steps to be taken for correction, the County may issue a demand for correction to the Developer, who must comply promptly with the demand, subject to the Developer's right to file a Claim in accordance with Articles 11 and/or 12.

10.7.3 Not used.

10.7.4 Inspection Prior to Warranty Expiration. Thirty (30) days prior to the expiration of the correction period provided for in Subsection 10.7.1, the Developer must conduct a joint inspection of the Work with the County to determine whether any additional items remain to be corrected.

10.7.5 Effect on Other Remedies. Nothing contained in this Section 10.7 is to be construed to establish a period of limitation with respect to other obligations which the Developer might have under the Contract Documents. This Section relates only to the specific obligation of the Developer to cause the Contractor to correct the Work, and has no relationship to the time within which the Developer's obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Developer's liability with respect to the Developer's obligations other than specifically to cause the Contractor to correct the Work. In addition, the Developer shall also be liable for any damage to property or persons (including death) relating to any defective Work or Work which fails to conform to the requirements of the Contract Documents.

ARTICLE 11

TIME

11.1 Not used.

11.2 PROGRESS SCHEDULE

11.2.1 Developer's Initial Progress Schedule. The initial Progress Schedule is attached to the Contract as Exhibit B. As part of the GMP Amendment, this Progress Schedule shall be updated to include a Critical Path Method Progress Schedule ("CPM Progress Schedule") for performance of the Work.

11.2.2 Requirements of the Progress Schedule. The CPM Project Schedule shall comply with the scheduling specifications set forth in the Contract Documents. The software utilized for the CPM must generate files that are compatible with Primavera Project Planner.

11.2.3 Float. The CPM utilizes float. Float is defined as the amount of time between when an activity "can start to finish" and when an activity "must start or finish". Float is a shared commodity for the use of the County and the Developer and is not for the exclusive use or benefit of either party. The parties have the full use of the float until it is depleted. The Developer shall be entitled to a day-for-day time extension to the extent it can demonstrate that Excusable Delays have impacted the critical path of the Work in existence at the time such Excusable Delay occurs.

11.2.4 Coordination with Other Schedules. The County reserves the right to award separate contracts in connection with portions of the Project. If the Developer claims that delay or additional cost is involved because of such action by the County, the Contractor shall make such claim as provided in Article 16. The Developer shall cause the Contractor to provide for organization, direction and coordination of the activities of the Separate Contractors with the Work of the Contractor, who shall cooperate with them. The Developer shall cause the Contractor connect and coordinate the Contractor's construction and operations with those of any Separate Contractors.

11.2.5 Review and Approval of Schedules. The County will review and approve or take other appropriate action on revisions to the Progress Schedule, but only for the limited purpose of checking for general conformance with the requirements of the Contract Documents, this Article 11, and the schedules of the County, Separate Contractors and other forces permitted by the County to perform work at the Site.

11.3 Not used.

11.4 Not used.

11.5 DELAYS

11.5.1 Excusable Delay. A delay in the progress of the Work which at the time of the Delay was a critical path activity as shown on the most recent Progress Schedule, caused by conditions which are beyond the control of, and are without the fault or negligence of the Developer or anyone for whose acts the Developer is responsible. Excusable Delay does not include any delay caused in whole or in part by the Architect, the Contractor, any Subcontractor, Sub-subcontractor or Supplier, all of which is considered "Unexcused Delay" as described in Section 11.5.3. There shall be no compensation or time extensions whatsoever for unexcused delay. Excusable Delay may, but does not necessarily, include:

- .1 Weather delay as further defined in Subsection 11.6.6;
- .2 Act or omission of government and regulatory agencies and officials (other than the County in its contracting capacity as the owner of the Project);
- .3 Act or omission by third parties including utilities;
- .4 Catastrophic event such as fire, flood and unavoidable casualties or other Force Majeure events;
- .5 Strike or labor dispute;
- .6 Differing, unusual or concealed site conditions that could not have been reasonably been anticipated by the Developer as of the GMP Date (including, without limitation, archaeological finds, soil conditions (including rock or other geological conditions), underground structures or foundations, abandoned utility lines or water conditions;
- .7 Delays resulting from the existence or discovery of Hazardous Materials on the site not brought to the site by the Developer and not actually known by the Developer prior to the GMP Date;
- .8 Change in Applicable Laws occurring after the Effective Date (as relates to additional preconstruction phase costs) or the GMP Date (for all other situations); or
- .9 Mandatory Referral delays as described in Article 2 of the Contract.

11.5.2 Compensable Delay. Compensable Delay is limited to (a) delays caused solely and exclusively by acts or omissions of the County (in

its contracting capacity); or (b) Excusable Delays relating to weather as further defined in Subsection 11.6.6, other than the first sixty-nine(69) days; or (c) Excusable Delays other than the first ten (10) days, in the aggregate, of Excusable Delays further defined in Subsection 11.5.1, exclusive of weather delay.

Weather related excusable compensable delays incurred beyond the Excusable Delays stated above, will be \$5,000 per calendar day for the Contractor. This is inclusive of Contractor related expenses such as, but not necessarily limited to: associated home office expenses, field office expenses, general contractor general conditions and fees, bonds, and Insurance.

11.5.3 Unexcused Delay. Unexcused Delay is defined in Section 11.5.1.

11.6 TIME AND RELATED COST ADJUSTMENTS

11.6.1 Notice of Delay. The Developer must provide written notice of any Excusable Delay promptly, and in no event later than twenty one (21) days after the Developer becomes aware of the occurrence of the event or omission giving rise to such Excusable Delay. The notice must be provided to the Contract Administrator within the specified time.

11.6.2 Request for an Increase in Contract Time. If the Developer contends that the Excusable Delay entitles the Developer to an increase in Contract Time, the Developer, in addition to providing the notice in Subsection 11.6.1, shall submit a request for additional Contract Time to the County within thirty (30) days of the date the Excusable Delay ends.

11.6.3 Concurrent Delay. "Concurrent Delay" is two or more separate delays in the progress of the Work, one or more which is caused by the County and one or more which is caused by the Developer. Any concurrent Delay will be considered an Excusable Delay. The Developer will receive a corresponding increase in Contract Time, but will not receive any compensation for a Concurrent Delay.

11.6.4 Supporting Documentation. The Developer shall proceed diligently during the period of Excusable Delay in good faith to perform all of its other obligations hereunder, if practical. After the cessation of the Excusable Delay, the Developer shall notify the County of the number of days the Developer believes that its activities were in fact delayed by the

Excusable Delay. In the event that the delay arises as a result of a Change Order request, the request for an extension of time contained in the resulting proposal shall be deemed sufficient for purposes of this subsection.

11.6.5 Within thirty (30) days after cessation of an event giving rise to either an Excusable Delay or Unexcused Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Unexcused Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Unexcused Delays, the County will provide the Developer with written notice of the County's determination of the respective number of days of Excusable Delay and/or Unexcused Delay within ten (10) days after receipt by the County of the Developer's written request for such determination. The issuance by the County of such a determination shall not, however, be deemed a concurrence by the Developer of the matters set forth therein, and the Developer may invoke the dispute resolution procedures of this Contract with respect to such determination. Pending completion of dispute resolution procedures, the Developer may take such acceleration or other measures on account of the County's determination of Unexcused Delay, and if completion of the dispute resolution procedures results in the County's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by the County pursuant to a County Cost Change Order.

11.6.6 Additional Time for Unusually Severe Weather. The following schedule of monthly anticipated adverse weather delays will constitute the base line for monthly weather time evaluations. The Progress Schedule including all updates must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

January	4 work days
February	4 work days
March	4 work days
April	4 work days
May	4 work days
June	3 work days
July	3 work days
August	3 work days
September	2 work days
October	3 work days

November	3 work days
December	3 work days

From commencement of Construction until Substantial Completion the Developer shall cause the Contractor to record on a daily basis the occurrence of adverse weather and resultant impact to actual and scheduled Work and shall reconcile adverse weather days used against those allotted within the Monthly Anticipated Adverse Weather Delay Schedule within Section 11.6.6 every three (3) months during the course of the Project. Actual adverse weather delay days must prevent Work for fifty (50) percent or more of the scheduled workday. The number of actual adverse weather delays must include only the Contractor's scheduled workdays impacted by actual adverse weather (even if the adverse weather occurred in the previous month), be calculated chronologically from the first to the last day each month, and be recorded as full days. If the number of actual adverse weather delay workdays exceeds the number of days anticipated in the table above, and have adversely affected the critical path of the Work at the time the weather delay occurs, the Developer is entitled to an increase in the Contract Time and the Contract Price to the extent permitted by Section 11.5.2.

The preceding calculation and methodology is based on work days. To convert any justified time increase to calendar days, the number of justified work days shall be multiplied by (7/5 = 1.4), and rounded to the nearest whole number, to determine justified calendar days [Example: 2 work days would be converted to 2.8 (3) calendar days.]

11.6.7 Strikes and Labor Disputes. If strikes or labor disputes are to be considered as the basis for an Excusable Delay, they must be documented by data evidencing (i) the trades directly and indirectly involved in or affected by the strike or labor dispute, (ii) reasons for the strike or labor dispute, (iii) the onset and duration of the strike or labor dispute, and (iv) the commercially reasonable measures taken by the Contractor to avoid or overcome the effects of any delay. No increase in the Contract Time or increase in the Contract Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which the Developer is responsible. No increase in the Contract Price will be made to the extent performance was or would have been suspended, delayed or

interrupted by another cause for which the County is not solely and exclusively responsible.

11.7 Liquidated Damages. See Section 6.9 of the Contract.

ARTICLE 12

CHANGES

12.1 CHANGE INSTRUMENTS

12.1.1 Amendment only by Written Modification. The Contract may be amended or modified only by a written Modification signed by the Developer and the County.

12.1.2 Payment of Costs and Additional Developer Fee. In addition to the (a) costs payable by the Developer to the Design Team and/or the Contractor and/or others or (b) other costs incurred by the Developer on account of changes to the Services or the Work, the Developer shall be paid "Additional Developer Fee" of Five Percent (5%) of the sum of (a) and (b) above as part of the Change Order or Field Order, as applicable. There shall be a corresponding reduction in Developer Fee for deductive Change Orders or Field Orders.

12.1.3 Change Proposals. If the County requests a change in the design of the Project, the Developer shall first estimate the costs of preparing such proposal and inform the County in writing of such costs. The County shall then direct the Developer either to proceed with the proposal or cancel the proposal. If the County directs the Developer to proceed with the proposal and then does not proceed with the Change Order or Field Order contemplated therein, the preparation costs shall be paid to the Developer by the County pursuant to a Change Order or Field Order. Acceptance of a proposal may only be made in a written Change Order or Field Order.

12.1.4 Preparation and Submission of Change Orders, Field Orders and Contract Amendments. Once the Developer and the County have agreed on the scope, cost and time components of a change proposal, the Contract Administrator or designee will prepare and submit a request for a Change Order, Field Order or Contract Amendment, as appropriate, providing for an appropriate adjustment in the scope of the Services or the Work, the Contract Time and/or the Contract Price for further action by the Contract Administrator or the Director, as appropriate. No such change is effective until the Change Order, Field Order or Contract

Amendment has been approved by the Contract Administrator or Director, as appropriate.

12.2 CHANGE ORDERS

12.2.1 Not used.

12.2.2 Adjustments in Amount Payable to Developer. A Change Order may provide for an adjustment in the amount payable to the Developer based only on one of the following methods:

- .1 A fixed or not-to-exceed sum agreed to by the County and Developer and stated in the Change Order, including Additional Developer Fee;
- .2 Unit Prices to the extent stated in the GMP Amendment, together with Additional Developer Fee thereon; or
- .3 Reasonable and fair cost estimate, properly itemized and supported by sufficient substantiating data to permit evaluation (including, but not limited to, amounts payable under the Design Contract and Construction Contract) together with Additional Developer Fee; or
- .4 Actual cost, properly itemized and supported by sufficient substantiating data to permit evaluation (including, but not limited to, amounts payable under the Design Contract and Construction Contract) together with Additional Developer Fee.

12.2.3 Adjustments in Progress Schedule. A Change Order may provide for an adjustment in the Contract Time if justified by the requirements of Article 11 or if justified based on changes to the scope of the Services and/or the Work after GMP Date.

12.2.4 Absence of Proposed Adjustments. If a Change Order is silent as to any adjustment to the Contract Time or the Contract Price, it will be assumed that none is intended.

12.2.5 Action Upon Receipt. Upon receipt of a Change Order executed by the Director and the Developer, the Developer must promptly proceed with the change in the Work involved.

12.2.6 Developer Change Requests. The Developer may recommend changes to the Services or the Work to the County for approval, such approval not to be unreasonably withheld, conditioned or delayed. With respect to Developer change requests funded with the Developer Contingency (and therefore do not

increase the Contract Price), the County shall be obligated to approve such changes so long as such changes do not materially adversely affect the function or use of the Project and are in general conformance with the Approved Construction Documents

12.3 Field Orders. A Field Order containing a change to the scope of the Services or the Work may also contain an adjustment to the compensation payable to the Developer, but does not change the Contract Price or Contract Time. Field Orders shall adjust amounts payable to the Developer in the same manner as Change Orders, as described in Section 12.2.

12.4 DIFFERING SITE CONDITIONS

12.4.1 Differing Site Conditions. This Contract contains a Differing Site Condition clause and requests may be made by the Developer and, if justified, approved by the County for an increase in Contract Time and an increase in the Contract Price as consequence of differing site or subsurface conditions encountered by the Developer. For Contract Modification purposes, the information provided to the Developer by the County and the information discovered by the Developer prior to GMP Date and listed in the GMP Amendment as existing site conditions establish a baseline for expected subsurface conditions ("Existing Conditions"). The Developer must show a material difference between Existing Conditions and actual subsurface conditions to justify a Contract Modification.

The Developer must promptly, before conditions are disturbed and in no event later than fifteen (15) days after first observing such conditions, give written notice to the County of:

- .1 Subsurface or latent physical conditions at the site which differ materially from Existing Conditions; or
- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.

12.5 CONSTRUCTIVE CHANGES AND DISPUTED ADJUSTMENTS

12.5.1 Notice to County. The Developer must advise the County (Contract Administrator) in writing promptly and in no event later than thirty (30) days after the Developer becomes aware of the occurrence of any event or discovery of any condition (including any condition as provided in

Section 12.4 above), which the Developer believes or has reason to believe entitles the Developer to an increase in the Contract Time or an increase in the Contract Price. Any objection to be valid must contain the specific adjustment to the Contract Time and/or Contract Price to which the Developer claims it is entitled including a detailed explanation of the basis for the request. A Claim for an increase in the Contract Time must further contain the supporting documentation specified in Section 11.6. A Claim for an increase in the Contract Price must further be documented and calculated as specified in Subsection 12.2.2.

12.5.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with Article 16.

ARTICLE 13

PAYMENTS

13.1 SCHEDULE OF VALUES

13.1.1 Submission. Attached to the Contract as Annex 1 to Exhibit D is the Schedule of Values for the Project. As part of the GMP Proposal, the Developer shall submit to the County a revised Schedule of Values allocating amounts payable for various portions of the Services and the Work (which shall combine amounts payable before and after the GMP Date).

13.1.2 Form and Contents of Schedule of Values. The Schedule of Values submitted as part of the GMP Proposal must be prepared in such a manner that each item of Services and Work and each subcontracted item of Work is shown as one or more line items on AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the County. The Schedule of Values must be prepared in such detail and must be supported by such data to substantiate its accuracy as required by the County

13.1.3 Review and Approval. The Schedule of Values will be used as a basis for reviewing the Developer's Applications for Payment, and must be revised and resubmitted as necessary to reflect adjustments to amounts payable under the Contract.

13.2 APPLICATIONS FOR PAYMENT

13.2.1 Initial Review and Submission. The Developer shall submit two separate Applications for Payment each month. The first Application for Payment will be exclusively for Construction Costs to be paid by the County to an agreed upon escrow account for the benefit of Contractor, its subcontractors, suppliers and laborers (the "Construction Costs Application for Payment")

and the second will be for all other items which shall be paid by the County to the Developer. The Developer shall meet with the County for review and comment of the pencil copy of the Applications for Payment no later than the 25th day of the month. Following the review meeting with the County, the Developer shall submit clean, typewritten or computer-generated Applications for Payment to the County no later than the last business day of the month. The County shall make payment on the Developer's application to the Developer and on the Construction Costs Application for Payment to the Contractor's escrow account and/or Contractor no later than thirty (30) days after receipt clean, typewritten or computer-generated versions of these Applications for Payment. Failure to pay in accordance with this section 13.2.1 shall give the Contractor the right to specifically enforce the payment obligations herein.

13.2.2 Each Application for Payment must be consistent with the most current approved Schedule of Values. Each Application for Payment shall reflect use of the Developer Contingency, if any.

13.2.2 Retainage. As to amounts payable by the County on account of the Work only, the amount of each monthly Application for Payment on account of the Work must include the value of each line item as indicated on the approved Schedule of Values, to the extent completed, less Retainage of ten percent (10%). Retainage will apply whether or not the County is entitled to withhold additional amounts under the Contract.

.1 There shall be no Retainage held on amounts payable to the Architect or other consultants of the Developer.

.2 There shall be no Retainage held on amounts payable to the Developer on account of Developer's Fee or Additional Developer's Fee.

.3 There shall be no Retainage held on amounts payable to the Developer to persons or entities other than the Contractor.

.4 Once the Work is 50% complete, no further Retainage shall be withheld.

.5 Upon Substantial Completion of the Work, all Retainage shall be paid to the Escrow Account, less 200% of the value of Punch List Items;

.6 As Punch List Items are completed, amounts allocated to them shall be paid to the Escrow Account on a monthly basis; and

.7 There shall be no Retainage on costs of insurance premiums, costs and fees associated with obtaining permits, costs of the Contractor providing the Performance and Payment Bonds, fees relating to tests and inspections, furniture and fixture deposits, where required, or fee and general conditions costs payable to the Contractor.

.8 At the request of the Contractor, and with the approval of the Developer and the County, Retainage may be released to Contractor's Subcontractors who have completed their work on terms and conditions reasonably satisfactory to the Developer and the County.

13.2.3 Passage of Clear Title. The Developer shall warrant that title to all Work covered by an Application for Payment will pass to the County no later than ten (10) days after receipt of payment by the Developer from the County.

13.2.4 Developer's Certification. Before the Developer receives a progress payment, the Developer must certify in writing that, in accordance with contractual arrangements, the Contractor and the Architect:

- .1** Have been paid from the proceeds of previous progress payments; and
- .2** Will be paid in a timely manner from the proceeds of the progress payment currently due within ten (10) days after receipt of payment from the County.

The foregoing certification will be deemed to have been inserted into any Application for Payment from which it has been omitted.

13.3 Not used.

13.4 PROGRESS PAYMENTS

Withholding of Payment by County. The County may withhold payment on either the Developer's Application for Payment or the Construction Costs Application for Payment, in whole or in part, but only to the extent reasonably necessary to protect the County, if the County, based on its own Site observations, inspections or other evidence available to the County, does not concur with the Developer's representations as contained in the Developer's Application for Payment or the Construction Costs Application

for Payment, respectively. If the Application for Payment does not reflect the County's views regarding percentage complete, the County shall present to the Developer, within three (3) business days after receipt of the Application for Payment, a revised Application for Payment showing amounts the County believes in good faith are due and owing to the Developer on account of percentage complete and shall thereafter make payment on such revised Application for Payment as provided herein. If the Developer disputes the amount set forth on the County's revised Application for Payment, it may file a claim as provided herein. Failure by the County to present to the Developer a revised Application for Payment within the time period set forth above shall be deemed acceptance by the County of amounts due under the Application for Payment but not a waiver of defective or incomplete Work.

13.4.1 If the Developer agrees with any reduction in the Application for Payment, it shall submit a revised Application for Payment for the County's review and approval once such causes have been remedied along with evidence reasonably satisfactory to the County that such causes have in fact been remedied.

13.4.2 Payment. Payments of undisputed amounts set forth in the Developer's Application for Payment or the County's revised Application for Payment will be paid within thirty (30) days after submission of the Developer's Application for Payment.

13.4.3 Payment Not Acceptance of Defective Work. The making of any progress payment by the County does not constitute acceptance of Services or Work that is not in accordance with the Contract Documents.

ARTICLE 14

SUBSTANTIAL AND FINAL COMPLETION

14.1 Not used.

14.2 SUBSTANTIAL COMPLETION

14.2.1 Notice and Request for Preliminary Inspection. When the Developer considers that the Office Building or the Town Square, as applicable, is substantially complete, the Developer must give written notice to the County and request an inspection of the applicable portion of the Work as provided in Subsection 14.2.3. The Developer's notice and request for

an inspection must be accompanied by the Punch List describing all items to be completed or corrected before final completion and those items required by Subsection 14.2.2. The Developer must proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the Developer's responsibility to complete all Work in accordance with the Contract Documents.

14.2.2 Submittals on Substantial Completion. In addition to the Punch List, the Developer must submit the following with its request for a determination of Substantial Completion with respect to the Office Building or the Town Square, as applicable:

- .1 A use and occupancy permit, if applicable;
- .2 Final test reports and certificates of inspection and approval as required for use and occupancy;
- .3 Fire Marshal's approval;
- .4 Evidence that the paperwork necessary to transfer utilities from the Developer's or Contractor's name to the County has been filed;
- .5 Draft operating and maintenance manuals for materials and systems specified in the Contract Documents;
- .6 Schedule to complete the Punch list and value of Work not yet complete.

14.2.3 Substantial Completion Inspection and Correction. Upon receipt of the Punch List, the County will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If such inspection discloses any deficiency not included on the Punch List, the County shall add the deficiency to the Punch List. If such inspection(s) discloses any item, whether or not included on the Punch List, which, in the opinion of the County, (i) must be completed or corrected before the applicable portion of the Work can be occupied or used for its intended purpose, or (ii) cannot be completed or corrected within ninety (90) days (other than Long Lead Items), the County will so advise the Developer, and the Developer must promptly complete or correct such item prior to Substantial Completion.

14.2.4 Reinspection. If the County advises the Developer per Subsection 14.2.3 that additional items of Work must be completed prior to Substantial Completion, the Developer must

complete the required Work. Following the completion or correction of Work required by the County before issuance of a Certificate of Substantial Completion, the Developer must notify the County and request another inspection by the County to determine Substantial Completion. The Developer must submit a revised Punch List with such notice. The County will promptly notify the Developer if the County does not concur that the Work is substantially complete. Any disputes between the County and the Developer as to the appropriate date of Substantial Completion of all or any part of the Work shall be subject to dispute resolution as provided herein.

14.2.5 Execution and Acceptance of Certificate. A Certificate of Substantial Completion and accompanying Punch List must be signed by the County and Developer, which will constitute their written acceptance of responsibilities assigned to them in such Certificate as well as the date of Substantial Completion.

14.2.6 Conditions of Substantial Completion. To the extent provided in the Contract Documents or in a Certificate of Substantial Completion, the County, upon execution of the Certificate, will assume responsibility for security, operation, safety, maintenance, heat, utilities, damage to the Work (other than damage caused by the Developer) and insurance.

14.2.7 Commencement of Warranties. Warranties required by the Contract Documents will commence on the Date of Substantial Completion of the Office Building or Town Square, as applicable, unless otherwise provided in a Certificate of Substantial Completion or the Contract Documents.

14.2.8 Delivery of Premises and Access to Work. Upon execution of a Certificate of Substantial Completion, the Developer will deliver custody and control of such Work to the County. The County will thereafter provide the Developer reasonable access to such Work to permit the Developer to fulfill the correction, completion and other responsibilities remaining under the Contract and the Certificate of Substantial Completion.

14.2.9 Documentation Regarding Quality Control or Commissioning Plan. Within forty five (45) days of the date of Substantial Completion of the Office Building or Town Square, as applicable, the Developer shall submit to the County all documents and verification of

training required in accordance with any Quality Control or Commissioning Plan.

14.2.10 Timing of Final Completion. Unless otherwise provided in the Certificate of Substantial Completion, the Developer must complete or correct all items included in the final Punch List (other than Long Lead Items) within ninety (90) days after the Date of Substantial Completion.

14.2.11 Broom Clean. At the time of Substantial Completion of a portion of the Work, in addition to removing rubbish and leaving the portion of the Work "broom clean," the Developer must replace any broken or damaged materials, remove stains, spots, marks and dirt from decorated Work, clean all fixtures, vacuum all carpets and wet mop all other floors, and comply with such additional requirements, if any, which may be specified in the Contract Documents.

14.3 FINAL COMPLETION

14.3.1 Notice and Request for Final Inspection. When the Developer has caused the Contractor to complete or correct all items on the final Punch List for the entire Work and considers that the Work is complete and ready for final acceptance, the Developer must give written notice to the County and request a final inspection of the Work as provided in Subsection 14.3.2. The Developer's notice and request for a final inspection must be accompanied by a final Application for Payment and the items required by Subsection 14.3.3.

14.3.2 Final Inspection and Certificate of Final Completion. Upon receipt of the Developer's notice and request for final inspection, the County will promptly make such inspection and, when the County determines that the Work has been fully completed and is acceptable under the Contract Documents, the County will execute a Certificate of Final Completion. The Developer's notice and request for final inspection constitutes a representation by the Developer to the County that the Work has been completed in full and strict accordance with terms and conditions of the Contract Documents.

14.3.3 Final Submittals. Neither final payment nor any remaining retained percentage will become due until the Developer submits the following documents to the County:

- .1 An affidavit from the Contractor that, subject to receipt of its portion of Final Payment, payrolls, bills for materials and equipment, and other

indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County), have been paid or otherwise satisfied, submitted on AIA Document G706, Affidavit of Payment of Debts and Claims (latest edition) or such other form as may be prescribed by the County;

- .2 A written statement that the Developer knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .3 Consent of Surety to final payment to the Contractor, submitted on AIA Document G707 (latest edition) or other form prescribed by the County;
- .4 A certified building location survey and as-built site plan prepared by or on behalf of the Contractor in the form and number required by the Contract Documents;
- .5 All warranties and guarantees as provided in Section 10.2.4;
- .6 Redline Record Drawings and Specifications as provided in Subsection 2.4.5;
- .7 Final, approved operating and maintenance manuals for materials and systems specified in the Contract Documents;
- .8 Attic stock items as required by the Contract Documents; and
- .10 As applicable, documentation of approval by the Montgomery County Department of Permitting Services (DPS) of all Storm Water Management (SWM) work as to allow close-out of the SWM Permit. DPS approval will be based on satisfying all DPS Permit requirements including the submission of acceptable as-built SWM drawing and other required SWM documents.

14.4 FINAL ACCEPTANCE AND PAYMENT

14.4.1 Final Certificates for Payment. The County will promptly review the final submittals, and after notice from the County that all final submittals are acceptable and that the Contract has been fully performed, the County will make payment on account of Developer's final

Applications for Payment as provided in 13.2.1..

14.4.2 Waiver of Claims by County. The making of final payment does not constitute a waiver of claims by the County arising from the Developer's performance of the Work including but not limited to:

- .1 Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents; and
- .3 Terms of Guarantees or Warranties required by the Contract Documents.

14.4.3 Waiver of Claims. Acceptance of final payment by the Developer, the Architect, the Contractor, a Subcontractor or Supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15

RIGHTS AND REMEDIES

15.1 Not used.

15.2 TERMINATION BY COUNTY FOR CONVENIENCE

15.2.1 County's Right to Terminate for Convenience. The County may, at any time, terminate the Contract or any portion thereof or of the Services and/or the Work for the County's convenience and without cause.

15.2.2 Action by Developer Upon Notice. Upon receipt of written notice from the County of termination, the Developer must:

- .1 Cease operations as directed by the County in the notice and, if required by the County, participate in an inspection of the Services and/or the Work with the County to record the extent of completion thereof, to identify the Services and/or the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work, as applicable;
- .2 Take actions necessary, or that the County may direct, for the protection and preservation of any stored

materials and equipment and completed Work;

- .3 Remove its tools, equipment and construction machinery from the Site, and
- .4 Terminate the Design Contract, the Construction Contract and any other contracts between the Developer and a person or entity relating to the Project and enter into no further contracts relating to the Project.

15.2.3 Not used.

15.2.4 Contract Adjustments. In case of termination for the County's convenience, the Developer will be entitled to compensation only for the following items:

- .1 Payment for Services and Work performed up to the date of termination, together with applicable Developer's Fee, to the extent not previously paid;
- .2 The costs of preservation and protection of the Work if requested to do so by the County pursuant to written notice;
- .3 The cost of terminating the Design Contract, the Construction Contract and any other contracts between the Developer and a person or entity relating to the Project;
- .4 Documented transportation costs associated with removing materials and equipment from the Site;
- .5 Documented demobilization and close-out costs; and
- .6 Overhead and profit on the items set forth in subsections .1 through .5, not to exceed ten (10%) percent.

The Developer will not be compensated for the cost of terminating subcontracts which must be terminable at no cost to the County if the Contract is terminated. The Developer will not be compensated for the cost of any idled employees unless the employee is under a written employment contract entitling the employee to continued employment after termination of the Contract and the employee cannot be assigned to other work provided that in all events the Developer's costs must be limited to thirty (30) days of employment costs from the date of the notice of termination. The Developer is not entitled to any other costs or compensation

(including lost or expected profit, uncompensated overhead or related expenses, or the cost of preparing and documenting its compensable expenses under this Subsection 15.2.4 as a consequence of the County's termination of the Contract for convenience. The Developer conclusively and irrevocably waives its right to any other compensation or damages (compensatory or punitive) arising from termination of the Contract, except to the extent otherwise provided in the GDA. If the County and the Developer are unable to agree upon the amounts specified in this subsection, the Developer may submit a Claim as provided in Article 16. The Claim must be limited to resolution of the amounts specified in Subsections 15.2.4.1, 15.2.4.2, 15.2.4.3 and 15.2.4.4 of this Subsection 15.2.4. Any such Claim must be filed with the Director within thirty (30) days of the termination of the Contract and must contain a written statement setting forth the specific reasons and supporting calculations as to the amounts the Developer claims to be entitled to under this Subsection, all with supporting documentation of all cost claimed as a result of the termination of the Contract. Any such Claim shall not preclude the Developer from making any claims under the GDA on account of such termination to the extent permitted therein.

15.3 TERMINATION BY THE COUNTY FOR CAUSE

15.3.1 County's Right to Terminate for Cause. The County may terminate the Contract for cause for any of the reasons set forth in the following Subsection 15.3.2, subject to the notice and cure provisions of Section 15.3.3.

15.3.2 Grounds for Termination. The County has the right to terminate the Contract for cause if the Developer:

- .1 Fails to supply adequate properly skilled workers or proper materials;
- .2 Fails to make payment to the Architect or the Contractor in accordance with the Design Contract or the Construction Contract, as applicable;
- .3 Fails to comply with Applicable Laws;
- .4 Fails to perform the Work in accordance with the Contract Documents or otherwise materially breaches any provision of the Contract Documents; or
- .5 Files for bankruptcy (voluntary or involuntary)

15.3.3 Notice of Termination. The Director may terminate the Contract whenever the Director determines that sufficient grounds for termination exist as provided in Subsection 15.3.2 if, after ten (10) days' written notice to the Developer, the Developer has not commenced a cure of such default within such ten (10) day period, or if commenced, does not thereafter diligently pursue such cure to completion. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

15.3.4 Action by Developer and County. Upon termination for cause, the County may, subject to any prior rights of the surety: (a) exclude the Developer from the Site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Developer; (b) accept assignment of the Construction Contract, the Design Contract, and any other contracts entered into by the Developer on account of the Services or the Work; and (c) finish the Services Work by whatever reasonable method the County may deem expedient. Upon written request of the Developer, the County shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Services and/or the Work.

15.3.5 Suspension of Payments. When the County terminates the Contract for cause, the Developer is not entitled to receive further payment until the Services and the Work are completed and the costs of completion have been established.

15.3.6 Adjustments and Payments. If the unpaid balance of the Contract Price less amounts which the County is entitled to offset from the unpaid Contract balance including actual or Liquidated Damages, exceeds the costs of completing the Services and the Work, including compensation for the County's services made necessary thereby, such excess will be paid to the Developer or Surety, as directed by the Surety. If such costs exceed the unpaid Contract balance, the Developer must pay the difference to the County upon written demand. This obligation for payment survives termination of the Contract.

15.3.7 Requirement to use Architect and Contractor. To the extent the reason for the default is not due to the acts or omissions of the Architect or the Contractor, the County shall take assignment of the Design Agreement and the Construction Contract, as applicable, in order to complete the Services and the Work.

15.3.8 Right to Take Other Than Low Bid. Subject to the provisions of Section 15.3.7, and the obligation of the County to act reasonably in mitigating its damages, in completing the Services and/or the Work following termination for cause or for convenience, the County is not required to solicit competitive bids or to award completion work to the lowest bidder, but may obtain such completion work and related services on the basis of sole source procurement and negotiated compensation.

15.4 LIMITED RIGHT TO STOP WORK FOR NONPAYMENT

If an Application for Payment has been approved for payment by the County, and the County fails to make payment within sixty (60) days of the approval for payment by the County, the Developer may upon ten (10) days written notice to the County, stop performance of the Services and the Work if payment is not made by the County within ten (10) days following the notice.

ARTICLE 16

CLAIMS, DISPUTES, AND DISPUTE APPEALS

16.1 CLAIM

A Claim is a written request by the Developer that seeks the payment of money, an adjustment of time, an adjustment or interpretation of a Contract provision, or other relief arising under or relating to the Contract. Claims include all requests for additional Contract Time and/or Contract Price in accordance with Articles 11 and/or 12.

A Claim must be filed, in writing, with the Contract Administrator within the time periods set forth in the Contract Documents, and with the supporting documentation required by the Contract Documents.

As to a disagreement over interpretation of a Contract provision or the Contract Documents, the Developer must file a Claim within thirty (30) days of written issuance or written statement of the contrary interpretation by County.

As to any other Claim arising under or relating to the Contract, the Work or the Project, the Developer must file a Claim within thirty (30) days of the date the Developer becomes aware of the event giving rise to the Claim, unless otherwise specified in the Contract Documents.

A Claim will be deemed to have been conclusively waived by the Developer if it is not filed within the specified time or it does not contain the required information, but only to the extent such delay prejudices the County.

16.2 CONTRACT ADMINISTRATOR'S DECISION ON DEVELOPER'S CLAIM

The Contract Administrator is responsible for issuing decisions on Claims. The Contract Administrator's final decision on a Claim shall be considered an event giving rise to a Dispute and the Developer must file any Dispute within the time period stated in Section 16.3 from the date of the Contract Administrator's final decision.

16.3 DISPUTE

A Dispute means an unresolved Claim. If a Developer's Claim is denied, in whole or in part, by the Contract Administrator, the Developer must file any Dispute the Developer may wish to take, with the Director, within thirty (30) days of the event giving rise to the Dispute. The Developer waives any Dispute not timely filed. The Director must dismiss a Dispute that is not timely filed.

16.4 APPEAL OF THE DIRECTOR'S DECISION (DISPUTE APPEAL).

The Director must decide a Dispute within 45 days after receiving the Dispute unless the Developer agrees to extend the time for a decision. If the Director denies a Dispute, in whole or in part, the Developer may file a Dispute Appeal with the Chief Administrative Officer for Montgomery County, Maryland. The Developer must file a Dispute Appeal within 30 days after receiving the Director's decision, or if no decision is rendered by the Director within 45 days, within 75 days after submitting the Dispute. The Dispute Appeal will thereafter be resolved as provided by Section 11B-35 of the Montgomery County Code and Section 14.2 of the Montgomery County Procurement Regulations or their respective successor provisions. Article 16 is the Developer's sole and exclusive remedy for resolution of any and all Disputes arising under or relating in any way to the Contract. The deadlines set forth in Article 16 and in the Montgomery County Code and Procurement Regulations are jurisdictional and if not complied with will result in denial and dismissal of the Dispute and Dispute Appeal.

16.5 INCORPORATION OF THE MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

All Disputes must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations which is the Developer's sole and exclusive remedy for resolving Disputes under this Contract.

ARTICLE 17

BONDS

17.1 PERFORMANCE AND PAYMENT BONDS

17.1.1 Requirement for Bonds. The Developer shall cause the Contractor to provide Subcontractor Payment and Performance Bonds required for each Subcontract having a subcontract value in excess of \$100,000; to furnish payment and performance bonds, each in the amount of its subcontract amount, and naming the Contractor, Montgomery County, Maryland and the Developer as multiple obliges. Such bonds must be issued by a surety having an A-7 rating or better in the most recent A.M. Best Company guide and the surety must be authorized or licensed to do business in the jurisdiction where Work is located and authorized to provide surety bonds to the United States Government pursuant to 31 U.S.C. 9305. The surety must be listed on the U.S. Government Treasury listing with an underwriting limitation equal to or greater than the subcontract price. The costs associated with bonds required to be provided by Subcontractors are included in the subcontract amounts.

At the Contractor's option and with approval from the Developer and Montgomery County, Contractor shall, in lieu of individual Subcontractor performance and payment bonds, obtain insurance coverage against default by any Subcontractor (Subcontractor Default Insurance "SDI"). Should Contractor elect to utilize SDI in lieu of bonds, Contractor shall provide Developer a copy of the SDI policy for this project, and from time to time, insurance certificates stipulating policy limits, and indicating the policy expiration date. The Subcontractor Default Insurance Policy shall include a Financial Interest Endorsement, which shall name the Developer and Montgomery County and allow the Developer and Montgomery County the right to access the coverage of the Policy

in the event that the Contractor becomes insolvent.

17.2 INSURANCE

See Exhibit G to the Contract.

ARTICLE 18

NONDISCRIMINATION IN EMPLOYMENT

The Developer agrees to comply with the nondiscrimination in employment policies and provisions prohibiting unlawful employment practices in Montgomery County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other Applicable Laws regarding employment discrimination. The Developer agrees that it will not discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation. The Developer shall require the Architect, the Contractor, and their consultants and Subcontractors to the provisions of this Article 18; and by appropriate written agreements the Contractor must require Subcontractors to similarly bind their sub-subcontractors to the provisions of this Article 18.

ARTICLE 19

REQUIREMENTS

19.1 ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The Developer must comply with the ethics provisions contained in chapters 11B and 19A, Montgomery County Code, which include the following: (i) a prohibition against making or offering to make certain gifts, Section 11B-51(a); (ii) a prohibition against kickbacks, Section 11B-51(b); (iii) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee, Section 11B-52(a); (iv) a prohibition against a Developer that is providing a recommendation to Montgomery County from assisting another party or seeking to obtain an economic benefit beyond payment under Montgomery County Code Section 11B-52(b); (v) a restriction on the use of confidential information obtained in performing a contract, Section 11B-52(c); (vi) a prohibition against contingent fees, Section 11B-53. Furthermore, the Developer specifically agrees not to violate Sections 11B-51, 11B-52, 11B-53, 19A-12 and/or 19A-13 of the Montgomery County Code. In addition, the Developer must comply with the political contribution reporting requirements

currently codified under Title 14 of Article 33 of the Annotated Code of Maryland.

19.2 MINORITY CONTRACTING

19.2.1 Policy. The Developer is aware of the County's MFD Program and the Developer, utilizing its Contractor, shall use good faith efforts to provide twenty percent (20%) MFD participation in the hard costs of construction portion of the Project. Participation by Subcontractors of the Contractor, if applicable, shall be evidenced by the Contractor providing a list to the Developer, for transmission to the County, of all MFD participants, together with evidence that such entities have been certified as such by the County at such time as all subcontracts for the Work have been awarded.

19.3 AMERICAN STEEL

19.3.1 American Steel. To the extent required in Md. Code Ann., State Fin. & Proc., §17-303 (2006 Repl. Vol.), Developer must cause the Contractor to use or supply only American steel products; provided, however, Developer must notify County if County is entitled to an exception under Section 17-303 because:

- .1 The price of American steel products is not reasonable as provided in Md. Code Ann., State Fin. & Proc., §17-304 (2006 Repl. Vol.);
- .2 American steel products are not produced in sufficient quantity to meet the requirements of the Contract; or
- .3 The purchase of American steel products would be inconsistent with the public interest.

Should Developer fail to notify County as required by this Subsection, County is entitled to a reduction in the total cost of the Contract by an amount equal to the savings which would have resulted had County not bought American steel products.

19.4 PREVAILING WAGE

19.4.1 Montgomery County

The Contractor and all tiers of Subcontractors and Sub-subcontractors must comply with the Prevailing Wage Law contained in Chapter 11B-33C the Montgomery County Code and the requirements set forth below:

- .7 Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for

- a given class of labor and type of project;
- .8 The purpose of a prevailing wage is to ensure that construction workers who work on public work contracts are paid the going rate for their services.
 - .9 The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors and Sub-subcontractors.
 - .10 The wage rates in effect on June 3, 2013 are valid for the duration of the Contract.
 - .11 The Contractor and all Subcontractors and Sub-subcontractors must pay employees the prescribed wage rates, as established by the State of Maryland Commissioner of Labor and Industry, in effect on June 3, 2013.
 - .12 The Contractor and all Subcontractors and Sub-subcontractors must pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
 - .13 The Contractor and all Subcontractors and Sub-subcontractors must classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
 - .14 The Contractor and all Subcontractors and Sub-subcontractors must electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - The name, address and telephone number of the Contractor or Subcontractor;
 - The name and location of the job;
 - Each employee's:
 - Name;
 - Current address unless previously reported;
 - Specific work classification;
- Daily straight time and overtime hours;
 Total straight time and overtime hours for the payroll period;
 Rate of pay;
 Fringe benefits by type and amount; and
 Gross wages.
- .15 If the Contractor or and any of its Subcontractors and Sub-subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem that portion of the Developer's Application for Payment allocable to the Contractor or such Subcontractor or Sub-subcontractor, as applicable, unacceptable until the party responsible for the late submission has provided the required records;
 - .16 The Contractor, Subcontractors and Sub-subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
 - .17 The County may inspect the payroll records at any reasonable time and as often as necessary;
 - .18 The County and/or its agent may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
 - .19 In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment of that portion of the Developer's Application for Payment on account of the party responsible for the violation sufficient to pay each employee of the party responsible for the violation the full amount of wages due under the Prevailing Wage Law and an amount sufficient to satisfy the liability of the party responsible for the violation for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
 - .20 The party responsible for the violation may appeal a written decision of the Director, Department of General Services, that the Developer violated a

provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO") within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the party responsible for the violation does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

- .21 The Contractor and all Subcontractors and Sub-subcontractors must not discharge or otherwise retaliate against an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
- .22 Liquidated damages payable by the party responsible for violation of the Prevailing Wage Law for any noncompliance with the Prevailing Wage Law are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site;
- .23 "An aggrieved employee" is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
- .24 The Contractor, Subcontractors and Sub-subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

19.4.3 Bond. If required to comply with Md. Code Ann., State Fin. & Proc., § 17-213(b), the Contractor must provide a suitable bond or guarantee, in a form approved by County, to insure the proper payment of the prevailing wage as required thereunder.

19.5 COST AND PRICING DATA

Chapter 11B of the Montgomery County Code and the Montgomery County Procurement

Regulations require that cost and pricing data be obtained from contractors in certain situations. The Developer guarantees, and will cause the Contractor and the Architect to guarantee, that any cost and pricing data provided to the County will be accurate and complete. The Developer grants, and shall cause the Contractor and the Architect to grant, the Director access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Developer's, Architect's and Contractor's proposed price(s). The Developer also agrees, and shall cause the Contractor and the Architect to agree, that, in addition to all other remedies, the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the Developer, the Contractor or the Architect. For purposes of the certification referred to above, the Developer's, Design Team's and Contractor's billing rates for employees and insurance shall be deemed to be actual costs and not subject to audit.

19.6 HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR §1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Developer must cause the Contractor to comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

19.7 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Developer must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this Contract. Furthermore, Developer must enter into the County's standard Business Associate Agreement when Developer or the County, as part of this Contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the Developer or the County.

19.8 IMMIGRATION REFORM AND CONTROL ACT

The Developer warrants that the Developer does not, and shall not, hire, recruit or refer for a fee, for employment under this Contract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The Developer further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status. The Developer shall cause the Contractor and the Architect to make similar warranties and assurances in the Design Agreement and the Construction Contract.

19.9. Disclosure of Illegal or Improper actions

The Developer, the Architect, the Contractor and all of their consultants and Subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under the Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

19.10 Equal Benefits. The Developer, the Architect, the Contractor and all of their subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

19.11 Bribery. The Developer hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

19.12 Personal Property. All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the Contract, and purchased with funds provided under the Contract, become the property of the County upon the end of the Contract term, or upon termination or expiration of the Contract, unless expressly stated otherwise.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 MISCELLANEOUS PROVISIONS.

20.1.1 Assignment. The Developer may not assign or transfer the Contract, any interest herein or any Claim hereunder, except as expressly authorized in writing by the Director. Unless performance is separately and expressly waived in writing by the Director, an assignment does not release the Developer from responsibility for performance of the Contract. Unless otherwise provided in the Contract, the Developer may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director. Any subcontract for any Work hereunder must comport with the terms of this Contract and Applicable Laws and must include any other terms and conditions that the County deems necessary to protect its interests. As part of the GMP Amendment, the County shall evidence its approval of the Design Contract, the Construction Contract, and any other Contract proposed to be entered into by the Developer for performance of the Services and/or the Work.

20.1.2 Assignment of Payments. In the event the Contractor desires to make an assignment of any monies due or to become due under the Construction Contract, the Contractor must submit to the Developer for transmission to the County a copy of consent of Surety and a fully executed copy of the assignment. Any such assignment must be approved by the Director.

20.1.3 Accounting and Audit Provisions. The Developer certifies that the Developer's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information. The County has the right to examine the Developer's, the Architect's, and the Contractor's records directly or indirectly pertaining or relating to the Work or the Contract. The County must be granted access to and an opportunity to copy such records at all reasonable times during the Contract period and for three (3)

years thereafter. Notwithstanding the foregoing, the County shall have no right to audit financial records of items agreed by the County to be paid on a lump sum basis, such as lump sum subcontracts and purchase orders, hourly rates of Contractor's or Architect's personnel or Architect's basic Services except to the limited extent necessary for the County to determine if an adjustment to the Contract Price requested by the Developer is appropriate.

20.1.4 Extent of Contract. The Contract represents the entire and integrated agreement between the parties hereto with respect to the subject matter hereof and supersedes prior negotiations, representations or agreements, either written or oral. Notwithstanding the foregoing, the parties acknowledge that they have entered into the GDA with respect to other matters relating to the Project.

20.1.5 Governing Law. The Contract is governed by the laws of the State of Maryland and of Montgomery, Maryland.

20.1.6 Obligations Surviving Termination. The Developer's obligations under the correction of Work provisions of the Contract, Warranties, representations, indemnification obligations and other continuing obligations survive acceptance of the Work under the Contract and termination of the Contract; and do not relieve the Developer of the Developer's obligations thereunder.

20.1.7 Severability of Provisions. If any one or more of the provisions contained in the Contract Documents should be deemed invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein are not to be affected or impaired thereby; provided the

same does not materially alter the rights or obligations of the parties.

20.1.8 Third Parties. The Contract Documents are not to be construed to create a contractual relationship of any kind other than between the County and Developer except as specified otherwise in the Contract Documents.

20.1.9 Venue and Jurisdiction. The Developer hereby waives venue and jurisdiction and submits to the venue and jurisdiction of the Circuit Court for Montgomery County, Maryland, relating to administrative appeals. Any suit or action involving this Contract may only be brought in the Circuit Court for Montgomery County Maryland and only under the Maryland Rules governing administrative appeals, which along with Article 16 is the Developer's sole and exclusive remedy for any and all Disputes arising under or relating in any way to the Contract, the Work or the Project.

20.1.10 Waiver of Breach. Any action or failure to act by the County, or Developer does not constitute a waiver of any of their rights or obligations under the Contract. No such action or failure to act, whether or not repeated, constitutes a continuing waiver of any requirements of the Contract or any approval of or acquiescence in any breach.

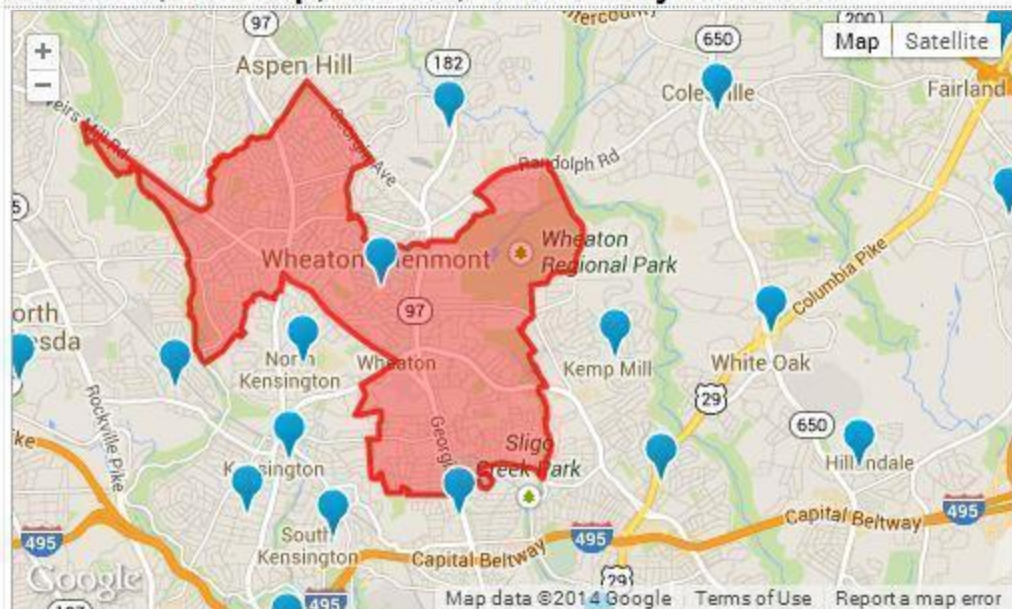
20.1.11 Written Notice. Written notices are to be given to the representatives of the parties designated in the Contract pursuant to the terms of the Contract.

20.1.12 Not used.

END GENERAL CONDITIONS OF CONTRACT

Turnkey
Wheaton Office Building
Exhibit I - Wheaton Hiring Initiative Map

Wheaton, MD Map, Border, and Nearby Locations



* Based on the U.S. 2010 Data

**TURNKEY
WHEATON OFFICE BUILDING
EXHIBIT J - DESIGN CONSULTANTS**

Architecture

Gensler Architecture Design and Planning
Kevin Wolcott, AIA, LEED AP
2020 K Street, NW Suite 200
Washington, DC 20006

Phone: 202-721-5200

Mechanical, Electrical and Plumbing Engineering

GHT Chartered
Paul C. O'Brien PE LEED AP
1010 N. Glebe Road, Suite 200
Arlington, Virginia 22201-4749

Phone: 703-243-1200

Structural Engineering

SK&A Structural Engineers, PLLC
Guy J. Razzi PE
1155 Connecticut Avenue, NW
Suite 800
Washington, DC 20036

Phone: (202) 659-2520

Exterior Enclosure and Waterproofing Consulting

Engineering Consulting Services
Stephen Kisielnicki, RWC
1122 Kenilworth Drive, Suite 206
Towson, MD 21204-2143

Phone: 443-279-4500

Lighting Design

MCLA, ARCHITECTURAL LIGHTING DESIGN
Maureen Moran, LC, IALD, IESNA
1623 Wisconsin Ave
Third Floor
Washington DC 20007

Phone: 202-298-8062

Acoustical Consulting

Cerami & Associates, Inc.
Christopher Pollock PE
2000 L Street N.W.
Suite 840
Washington, DC 20036

Phone: 202 580 6312

Vertical Transportation Systems

Michael Blades & Associates, Ltd, Elevator & Escalator Consulting
Michael Blades, Principal
5409 Rapidan Court
Lothian, Maryland 20711

Phone: 410-798-8504

Code and Life Safety Consulting

Arup
Ray Grill
1120 Connecticut Avenue NW
Suite 200
Washington, DC 20036

Phone: 202 729 8218

Enhanced Commissioning

MEP Solutions Inc.
Bob Wagner
9700 Galsworth Court
Fairfax, VA 22032-2802

Phone: (703) 201-0180

Landscape Architect

Oculus
Don Hoover
2410 17th Street NW
Suite 201
Washington, DC 20009

Phone: (202) 588-5454

Geotechnical Engineer

ECS Mid-Atlantic, LLC

Scott Stannard

14026 Thunderbolt Place, Suite 100

Chantilly, Virginia 20151

Phone: 703-471-8400

Utility Coordination

Richter & Associates

Stephen E. Richter

15865 Crabbs Branch Way

Rockville, Maryland 20855

Phone: 301-548-7475

Civil Engineering

Bohler Engineering

16701 Melford Blvd., Suite 310

Daniel M. Duke

Bowie, MD 20715

Phone: 301-809-4500

**Turnkey
Wheaton Office Building**

Exhibit K - Applicable Provisions of Montgomery County Code and Procurement Regulations

The following provisions of the Montgomery County Code and Procurement Regulations are applicable to the Turnkey Contract:

Montgomery County Code:

Chapter 11B

Section 27-19

Chapter 19A

Title 14 of Article 33

Md. Code Ann., State Fin. & Proc., §17-303(2006 Repl. Vol.)

Md. Code Ann., State Fin. & Proc., §17-304 (2006 Repl. Vol.)

§11-107(a) of the Courts and Judicial Proceedings Article

Montgomery County Procurement Regulations - all