
**MEMORANDUM OF AGREEMENT
(Construction)**

Between

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, and
ARLINGTON MILL LIMITED PARTNERSHIP**

THIS MEMORANDUM OF AGREEMENT (this “**Agreement**”) is entered into as of this ____ day of _____ 2011, by and between **The County Board of Arlington County, Virginia**, a body politic (the “**County**”) and **Arlington Mill Limited Partnership**, a Virginia limited partnership (“**AML**”) (AML and the County, each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the County has entered into a contract with Davis, Carter, Scott Ltd. (“**DCS**”) to design the Arlington Mill Community Center (“**AMCC**”) and a two level underground parking structure to accommodate 142 parking spaces (the “**AMCC Garage**”) on a certain parcel of land owned by the County to be known as 909 South Dinwiddie Street; and

WHEREAS, in October 2010, the County selected Arlington Partnership for Affordable Housing, Inc. (“**APAH**”) to develop a four-story affordable housing residential complex (“**Residential Development**”), which is to include a two-level underground parking structure to accommodate 138 parking spaces (the “**Residential Garage**”), on a certain parcel of land owned by the County, adjacent to AMCC, to be known as 901 South Dinwiddie Street; and

WHEREAS, APAH formed and organized AMLP for the purpose of entering into a ground lease with the County for the land and air rights upon which the Residential Development shall be constructed and for the financing and constructing of the Residential Development, and APAH’s affiliate, Arlington Mill Development Corporation, currently serves as the general partner for AMLP; and

WHEREAS, the Parties have determined that the design and construction of the AMCC Garage and Residential Garage as a single contiguous building or structure (the “**Combined Parking Garage Shell**”) would result in certain efficiencies including (1) eliminating redundant ingress/egress, utility and ventilation features, (2) eliminating potential technical problems and construction and quality control issues, and (3) eliminating disruption to the operation of the AMCC Garage during an otherwise follow-on construction of the Residential Garage by AMLP (construction which would otherwise lag the AMCC construction start by approximately 12 months); and

WHEREAS, the County and AMLP have determined that it is in each Party’s respective best interests for the County to design and construct the Combined Parking Garage Shell and for AMLP to reimburse the County for the costs associated with the design and construction of the Residential Garage portion of the Combined Parking Garage Shell; and

WHEREAS, AMLP has applied for tax credits from the Virginia Housing Development Authority in order to obtain financing for the costs associated with the Residential Development and the design and construction of the Residential Garage portion of the Combined Parking Garage Shell; and

WHEREAS, the Parties have entered into that certain Memorandum of Agreement dated as of March 9, 2011 with respect to the design of the Combined Parking Garage Shell (the “**Design MOA**”); and

WHEREAS, the Parties have entered into that certain Option to Ground Lease dated as of March 9, 2011 (the “**Option**”), pursuant to which AMLP was granted the option to enter into a ground lease with the County, for the land and air rights upon which the Residential Development shall be

constructed, under a ground lease that materially conforms to the form Deed of Ground Lease attached to the Option as an Exhibit thereto (the “**Ground Lease**”); and

WHEREAS, this Agreement describes and defines the mutual understanding of the Parties made with respect to the construction of the Combined Parking Garage Shell and the Streetscape Work (as hereinafter defined).

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the promises, mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

2. **Term.**

a. The term of this Agreement shall commence on the date of this Agreement first above written and shall expire upon the full satisfaction of the Parties’ obligations hereunder. Notwithstanding the foregoing, if (i) the Parties mutually agree in writing to an early termination of the Option, with an effective date of termination on or before November 4, 2011, or (ii) AMLP terminates the Ground Lease pursuant to the terms of Section 2.05 of the Ground Lease because County fails to timely commence or substantially complete construction of the Residential Garage, then, in either case, this Agreement shall automatically terminate and neither Party shall have any further obligations hereunder. Upon a termination of this Agreement as aforesaid, AMLP shall be automatically deemed to have fully assigned to County all of AMLP’s right, title and interest in and to any and all plans, drawings, designs, specifications and addenda applicable to or in any way related to the Residential Development (collectively, the “**Drawings and Specifications**”), without the necessity of any further action on the part of either Party; provided, however, upon County’s written request, AMLP shall provide County with a full set of the Drawings and Specifications (to include both electronic files and hard copies) and AMLP shall execute and deliver any assignment or other document reasonably requested by County to evidence such assignment of right, title and interest.

b. AMLP hereby represents and warrants, that upon such deemed or actual assignment of the Drawings and Specifications, County, and its successors and assigns, shall have the right to use the Drawings and Specifications for any other project without any payment to AMLP or its architect or any other cost to County; provided, however, County shall pay AMLP, within ninety (90) days after the termination of this Agreement, in consideration of the aforesaid assignment of rights with respect to the Drawings and Specifications, (y) in the case of a termination of this Agreement pursuant to Section 2.a(i) above, an amount equal to the costs that AMLP actually incurs and pays, from the date of this Agreement to the effective date of the mutually agreed early termination of the Option, for the preparation of the Drawings and Specifications and for Development Soft Costs (as hereinafter defined), up to an aggregate maximum amount of \$400,000.00; and (z) in the case of a termination of this Agreement pursuant to Section 2.a(ii) above, an amount equal (i) the costs that AMLP actually pays for the preparation of the Drawings and Specifications (up to a maximum amount of \$1,000,000.00), plus (ii) the costs that AMLP actually pays for legal services, financing consultants, property due diligence and miscellaneous out-of-pocket soft costs with independent third parties, which such costs are directly related to the development, ownership and financing of the Residential Development (collectively, “**Development Soft Costs**”) (up to a maximum amount of \$300,000.00).

c. With respect to any obligation of County to pay AMLP for all or a portion of actual costs for the preparation of the Drawings and Specifications and/or actual Development Soft Costs

as aforesaid, a condition precedent to any such payment obligation shall be the submission to County of documents evidencing such amounts to the reasonable satisfaction of County, including without limitation, copies of paid invoices, at least sixty (60) days prior to the deadline for County's payment of such amount to AMLP. AMLP's and County's obligations under this Section 2 shall fully survive the termination of this Agreement.

d. If this Agreement is not terminated pursuant to Section 2.a(i) above, then, subject to the terms of the Ground Lease, (i) the County hereby covenants to AMLP that the County will diligently pursue the construction of the Combined Parking Garage Shell, and (ii) AMLP hereby covenants to the County that AMLP will diligently pursue the development and construction of the Residential Development.

3. Design of the Combined Parking Garage Shell.

a. Pursuant to the Design MOA, the County has amended its design contract with DCS to include the design of the Combined Parking Garage Shell (the "**Revised Garage Design**") and preparation of the Combined Parking Garage Shell construction drawings and specifications (the "**Construction Documents**"). The Construction Documents are specified on the schedule of construction drawings attached hereto and made a part hereof as Attachment A-1.

b. The Revised Garage Design includes the reinforced concrete slab roof of the Combined Parking Garage Shell upon which the Residential Development shall be constructed (the "**Transfer Slab**"). The Construction Documents specify those features of the Transfer Slab requested by AMLP and its architect, KGD Architects, to facilitate the construction of the Residential Development above the Transfer Slab, including but not limited to (i) slab thickness reductions around the footprint of the Residential Development structure, (ii) slab penetrations or sleeves for utility services for the Residential Development, based on sizes and locations identified by AMLP, and (iii) the waterproofing treatment or finish on the top surface of the Transfer Slab, based on data provided by AMLP (the "**Waterproofing Treatment**").

4. Construction of the County's Work.

a. County has issued an Invitation to Bid ("**ITB**") for the construction of the AMCC with fourteen (14) pre-qualified general contractors to obtain a lump sum price, which lump sum price will also include the construction of the (i) Combined Parking Garage Shell per the Construction Documents, less the Residential Garage Fit-Out Fixtures (as such term is defined in the Design MOA), and (ii) the streetscape work specified in the drawings listed on the schedule attached hereto and made a part hereof as Attachment A-2, which is limited to the sidewalk, tree pits and tree plantings, waste receptacles, bike racks, streetlights and details for the portion of South Dinwiddie Street from the planned pedestrian walkway to the intersection of Ninth Street South and then along Ninth Street South to Arlington Mill Drive (the "**Streetscape Work**") (collectively, the "**County's Work**"). (County shall perform such streetscape work at its expense along Arlington Mill Drive) The award of the construction contract to a general contractor (the "**General Contractor**") will be made by the County to the pre-qualified bidder with the lowest total lump sum price as determined by the County in a manner consistent with its standard purchasing resolution, provided the bidder is deemed responsive and responsible by the County.

b. The bidding documents require separate prices within the lump sum bid for (i) the Residential Garage portion of the Combined Parking Garage Shell, (ii) the cost of the Waterproofing Treatment, and (iii) the costs for the Streetscape Work. The pricing format and detail for the separate pricing for the portions of the construction for which AMLP shall be responsible for the cost is attached hereto and made a part hereof as Attachment B-1 and Attachment B-2.

c. The ITB will request optional price deductions or "Deductive Alternates." Deductive Alternates with respect to this Agreement will include deletion of the Waterproofing Treatment

and construction of the Streetscape Work around the Residential Development perimeter and any other deductive alternates agreed to in writing by the Parties. Execution of some or all of the Deductive Alternates shall be agreed to in writing by the Parties within one hundred eighty (180) days of contract award to the General Contractor. Upon agreement between the Parties that some or all of the Deductive Alternates will be removed from the County construction contract, AMLP will be directly responsible for completing the remaining necessary work designated as Deductive Alternates at its sole cost and expense and the construction of the Deductive Alternates shall be performed pursuant to methods, means, timing and sequencing agreed to by the Parties, which in no event shall impede or delay the performance of the County's Work.

d. The County's construction contract shall provide that (i) the General Contractor's warranties and guarantees for construction quality, workmanship and other obligations stated in the construction contract applicable to the Residential Garage, the Transfer Slab and the Streetscape Work (collectively, the "**Contractor's Warranties**"), may be fully enforced by AMLP, from and after the Commencement Date under the Ground Lease, without the necessity of any further action on the part of County, and (ii) the General Contractor shall issue warranty certificates to AMLP for the Contractor's Warranties, on the Commencement Date under the Ground Lease (so long as the Residential Garage Cost due under Section 3.01(a) of the Ground Lease shall have been paid), which Contractor's Warranties shall be in force for a period of one (1) year after Final Completion of the Residential Garage. AMLP agrees that it shall look solely to the General Contractor for enforcement of any remedies referring or relating in any manner to breaches of obligation, defects in construction or breaches of warranty relating to the Residential Garage, the Transfer Slab, the Streetscape Work (collectively, the "**Residential Portion of County's Work**"), or any other aspect or element of County's Work, and County shall have no liability therefore. AMLP hereby acknowledges and agrees that the County has not and shall not provide AMLP with any express or implied warranty as to the quality or condition of County's Work and that AMLP shall look solely to the General Contractor for redress of any deficiencies with regard to the Residential Portion of County's Work. AMLP shall have no right or recourse against the County in connection with any breaches of obligation, defects in construction, or breaches of warranty relating to any element of the Residential Portion of County's Work.

5. Construction Administration.

a. At all times during the construction of the County's Work that will be performed by the County's General Contractor, the County will provide AMLP, its architect and others reasonably designated by AMLP:

- i. Access to the construction site to observe and monitor the Residential Portion of County's Work and such other areas of County's Work that physically connect with, physically support or directly impact on the construction of or structural integrity of the Residential Portion of County's Work (such other areas being hereinafter referred to as the "**Supporting Areas**") in coordination with County's project manager, so long as such access will not impede or delay the performance of County's Work;
- ii. Participation in construction progress meetings during the course of the Residential Portion of County's Work and Supporting Areas, such meetings normally scheduled every second week;
- iii. Copies of all contractor schedules, submittals, samples and construction test reports relating to the Residential Portion of County's Work and Supporting Areas, and access to copies of all daily field reports, project correspondence, inspection reports by any party, payment applications, architect certifications or rejections of said payment applications and any documents regarding the quality of construction or the timing of performance by the General Contractor of the Residential Portion of County's Work and Supporting Areas;

- iv. Opportunity to review and comment on any contractor Requests for Information (“**RFI’s**”) relating to the Residential Portion of County’s Work and Supporting Areas. Responses to RFI’s relating to the Residential Portion of County’s Work will be prepared by the County’s architect and shall be mutually agreed to by the Parties prior to issuing to the General Contractor, such approval not to be unreasonably withheld, conditioned or delayed;
- v. Opportunity to review and approve any change orders to the Residential Portion of County’s Work that impact the price, schedule, quality or functionality of the Residential Portion of County’s Work, with the understanding that any additive or deductive costs associated with such change orders will be to AMLP’s account. AMLP’s consent to any such change order shall not be unreasonably withheld, conditioned or delayed, and shall be deemed granted if not reasonably denied within (i) five (5) business days after submission to AMLP with regard to change orders totaling under \$10,000 and that do not relate to life safety, code or structural issues, and (ii) fifteen (15) business days after submission to AMLP with regard to all other change orders; and
- vi. Opportunity to propose change orders to the Residential Portion of County’s Work, consistent with the terms of County’s contract with the General Contractor and with the understanding that any additive or deductive costs associated with such change orders will be to AMLP’s account, subject to County’s prior written consent. County’s consent to any such change order shall not be unreasonably withheld, conditioned or delayed.

b. County shall reasonably administer and enforce its design contract with DCS, its engineering services contract with VIKA, its construction contract with the General Contractor and any other contract by which County contracts for professional services in connection with the design and construction of the Residential Portion of County’s Work (collectively, the “**Project Contracts**”) and, in so doing, shall take into account any issues or concerns related thereto raised by AMLP. Without limiting the foregoing, in the event that, prior to Final Completion of the Residential Portion of County’s Work, AMLP requests that County take any commercially reasonable action to enforce County’s rights under any of the Project Contracts in connection with any matter or issue directly impacting on the construction of the Residential Portion of County’s Work, County shall reasonably consider AMLP’s request, and shall take such requested action if County determines, in County’s sole and absolute discretion, that such action is in the County’s best interest. Upon the Commencement Date under the Ground Lease (so long as the Residential Garage Cost due under Section 3.01(a) of the Ground Lease shall have been paid), County shall assign to AMLP County’s rights under County’s engineering services contract with VIKA relating to the design of the Residential Portion of County’s Work.

c. The County will provide copies to AMLP of all test reports prepared by the County’s third party inspector or Structural Inspection Engineer of Record relating to the Residential Portion of County’s Work and Supporting Areas.

d. The County will provide copies to AMLP of all contractor-prepared ‘as built’ or record drawings related to the Residential Portion of County’s Work and Supporting Areas that shall be completed with each phase of construction.

e. The County will obtain AMLP’s consent (i) to the determinations that the General Contractor has achieved Substantial Completion and Final Completion with respect to the Residential Portion of County’s Work (subject to the terms of the construction contract), and (ii) for the release of any construction contractor retention for completed portions of the Residential Portion of County’s Work, such consent, in all cases under (i) and (ii) above, not to be unreasonably withheld,

conditioned or delayed, and shall be deemed granted if not reasonably denied in a writing submitted to County within ten (10) business days after County's submission to AMLP.

f. AMLP shall be allowed to participate with the County in the development of the punch list to the Residential Portion of County's Work.

6. **Transfer of Beneficial Ownership to AMLP.**

a. Upon the later of the (i) Final Completion of the County's Work applicable to the Residential Garage (as determined per the terms of Section 5.e hereof), and (ii) the occurrence of the Commencement Date under the Ground Lease, the beneficial ownership of the Residential Garage shall be deemed to be transferred to AMLP under the terms of the Ground Lease, the General Contractor shall provide AMLP with warranty certificates for the Contractor's Warranties pursuant to Section 4.d above, and, upon the submission of such warranty certificates to AMLP, AMLP shall be named as an additional insured on all liability insurance policies required to be carried by the General Contractor under the construction contract with County. For avoidance of doubt, it is hereby acknowledged that (y) the Residential Portion of County's Work shall not be considered to have achieved Final Completion until the punch list items to the Residential Portion of County's Work have been completed, and (z) upon the Final Completion of the Residential Portion of County's Work, the Residential Garage Fit-Out Features shall not have been performed and, therefore, the Residential Garage will not have been completed to the level necessary to achieve the issuance of a certificate of occupancy pursuant to applicable legal requirements.

b. AMLP hereby acknowledges and agrees that County shall have no liability to AMLP, its successors and assigns, for construction quality, workmanship or latent defects in or to the Residential Portion of County's Work. AMLP shall look solely to the General Contractor in connection with any such claims.

c. Following such deemed transfer, the County shall require its General Contractor to provide access for the AMLP staff and AMLP's construction contractor to the Residential Garage through the AMCC Garage up to such time as the County must construct the fire barrier between the two portions of the garage to obtain the Occupancy Permit for the AMCC.

d. Upon AMLP's final completion of the Residential Garage and obtaining a Certificate of Occupancy for the Residential Garage, the fire barrier can be removed. AMLP shall be responsible for removal of the fire barrier and subsequent debris.

7. **Payment Terms.** Upon the occurrence of the Commencement Date under the Ground Lease, AMLP shall pay to County the "Residential Garage Cost" due as rental under Section 3.01(a) of the Ground Lease, which Residential Garage Cost is hereby defined to include the following:

a. Direct cost of the Residential Portion of County's Work as shown in the ITB cost listing, as modified by any approved construction change orders and/or Deductive Alternates;

b. AMLP's Pro-Rata Share of the General Contractor's 'General Conditions' and other indirect costs. The AMLP's "Pro-Rata Share" shall be determined by the ratio of the Residential Portion of County's Work to the total construction costs incurred by County for County's Work, based on the values in place at award of the construction contract by County;

c. AMLP's Pro-Rata Share of the third party Inspector/Structural Inspection Engineer of Record costs incurred by County; and

d. Any other third-party costs incurred by County relating to the Residential Portion of County's Work as agreed to in advance by the Parties, such approval not to be unreasonably withheld, conditioned or delayed.

8. **Special County Provisions.**

a. AMLP hereby acknowledges that County has entered into this Agreement in its role as owner/developer under this Agreement and not as a governing authority. Accordingly, County's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including, without limitation, for the construction of any improvements. Whenever in this Agreement County is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to County acting in its capacity as a land owner and not in its capacity as a governing authority. Further, AMLP hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by County pursuant to this Agreement, whether or not specifically contemplated hereunder, may be taken by the County Manager or by another Arlington County official or body pursuant to any means, mechanism or process as determined by Arlington County in its sole discretion. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any of County's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Land or Improvements, including, but not limited to, its police power, right to grant or deny permits, right to collect taxes or other fees, or any other power, right or obligation whatsoever.

b. The Parties hereto mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as Parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party or authorized assignee hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

c. Notwithstanding any other term or provision of this Agreement to the contrary, County shall have no obligation to explicitly or implicitly indemnify or hold harmless AMLP or any third party or parties from any liability whatsoever.

d. This Agreement shall not become effective unless and until the County Board approves this Agreement. Such approval by the County Board shall be evidenced by the execution of this Agreement by the Chairman of the County Board or other person designated by the County Board. Upon the execution and delivery by AMLP of an Agreement that is acceptable to the County Manager, she shall use reasonable efforts to promptly obtain the approval of the County Board to this Agreement consistent with the County process for the review and submission of documents to the County Board for consideration. If this Agreement is not approved by the County Board as evidenced by the execution hereof by the County Manager or her designee, then no liability whatsoever shall accrue to County or AMLP and County and AMLP shall have no obligations whatsoever to each other hereunder.

e. All of County's obligations under this Agreement that, to be performed, require an appropriation of funds, shall be fully subject to the appropriation of funds by The County Board of Arlington County, Virginia for the specific purpose of satisfying the obligations of County hereunder.

f. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement nor any action taken by County pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of County, or of its elected and appointed officials, officers and employees in its capacity as a governing authority.

9. **Certain Defined Terms.** For purposes of this Agreement and the Ground Lease, the following terms shall have the meanings ascribed thereto below:

a. "Landlord Delays" shall mean any delays to AMLP's construction of the Residential Development arising directly from any act or omission of County (in its role as a land owner and not as a governing authority) from and after the Residential Garage Completion.

b. “Tenant Delays” shall mean any delays to County’s construction of County’s Work arising directly from any act or omission of AMLP, including without limitation, in connection with any change order initiated or requested by AMLP or any failure of AMLP to timely grant its consent or approval pursuant to the terms of this Agreement.

c. “Force Majeure Delays” shall mean (i) any delays to AMLP’s construction of the Residential Development from and after the Residential Garage Completion, and/or (ii) any delays to County’s construction of County’s Work, in either case arising from fire, act of God, strike, labor dispute, inability to procure materials, or any other cause beyond such Party’s reasonable control (but, in all cases, specifically excluding any governmental act or failure to act).

10. Miscellaneous Terms.

a. Authorization. Each Party represents and warrants to the other Party that the Party has full right, power and authority to enter into this Agreement and perform its obligations hereunder. All actions have been taken on the part of the Party, its officers, members and/or shareholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Party hereunder. This Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

b. Integration, Entirety, and Amendment. This Agreement with all attachments and incorporated references is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties regarding this subject matter. The Parties will not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature with respect to the subject matter hereof not set forth or provided for in this Agreement. No prior course of dealing, usage of trade, or course of performance is intended by any Party to be used to supplement or explain any term, condition, or instruction used in this Agreement or to effect any amendment to it. No revision or amendment to this Agreement will be effective unless it is signed by the Parties.

c. Governing Law. This Agreement and all matters arising from or relating to this Agreement shall be governed by and construed in accordance with Virginia law, without giving effect to Virginia’s choice of laws principles, and any suit, action or other legal proceeding arising out of this Agreement shall be brought in the Arlington County Circuit Court. In the event of any default by either Party hereunder, the non-defaulting Party shall have all rights and remedies for default under this Agreement and under applicable law and equity.

d. Non-Waiver of Rights. The failure of any Party to demand strict performance of the terms of or to exercise any right conferred by this Agreement is not intended by the Parties to be construed as a waiver or relinquishment of its right to assert or rely upon any term or right in the future, or as a consent to any continuing or subsequent failure or breach.

e. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties and their successors and permitted assigns.

f. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

g. Notices. All notices, demands, consent, approvals, requests or other communications between the Parties under this Agreement shall be in writing and shall be provided by the means, methods and to the addresses for each Party as provided under Article XVII of the Ground Lease.

IN WITNESS WHEREOF, the Parties hereto have executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representatives, as of the day and year first above written.

Approved as to form:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic

County Attorney

By: _____(seal)

Name: _____

Title: _____

ARLINGTON MILL LIMITED PARTNERSHIP, a Virginia limited partnership

By: Arlington Mill Development Corporation, a Virginia corporation, its General Partner

By: _____(seal)

Name: Nina Janopaul

Title: President / CEO

**ATTACHMENT A-1 TO
MEMORANDUM OF AGREEMENT
(Construction)**

**TABLE SC-1
CONSTRUCTION DRAWINGS DEFINING WORK FOR PARKING GARAGE LEVELS G-2 AND G-1,
PART C AND DINWIDDIE LEVEL FLOOR PLAN PARTS B AND C**

Drawing No.	Title
A-201C	G2 LEVEL FLOOR PLAN-PART C
A-202C	G1 AND PLAZA LEVEL FLOOR PLAN-PART C
A-203B	DINWIDDIE LEVEL FLOOR PLAN-PART B
A-203C	DINWIDDIE LEVEL FLOOR PLAN-PART C
A-303	EXTERIOR ELEVATIONS, DETAIL 1B ONLY
S201C	PARTIAL FOUNDATION & G2 LEVEL PLAN-AREA C
S202C	PARTIAL G1 & PLAZA LEVEL FRAMING PLAN-PART C
S203B	PARTIAL DINWIDDIE FRAMING PLAN-PART B
S203C	PARTIAL DINWIDDIE FRAMING PLAN-PART C
P-200C	UNDER FLOOR PLAN-PART C
P-201C	G2 LEVEL FLOOR PLAN-PART C
P-202C	G1 AND PLAZA LEVEL FLOOR PLAN-PART C
P-203C	DINWIDDIE LEVEL FLOOR PLAN-PART C
P-501	PLUMBING RISER DIAGRAMS - PART C TO SP-3 ONLY

NOTE: THE CONTRACTOR SHALL INCLUDE ALL WORK DETAILED ON REFERENCES AND DETAILS CALLED OUT ON THE ABOVE LIST OF CONSTRUCTION DRAWINGS

**ATTACHMENT A-2 TO
MEMORANDUM OF AGREEMENT
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DRAWING LIST FOR RESIDENTIAL GARAGE SHELL SCOPE AND RELATED STREETScape

Drawing No.	Title
A-201C	G2 LEVEL FLOOR PLAN, PART C W/ COLOR SHADING
A-202C	G-1 AND PLAZA LEVEL FLOOR PLAN, PART C W/ COLOR SHADING
A-203B	DINWIDDIE LEVEL FLOOR PLAN, PART B W/COLOR SHADING
A-203C	DINWIDDIE LEVEL FLOOR PLAN, PART C W/ COLOR SHADING
A-303	EXTERIOR ELEVATIONS W/ COLOR SHADING
C-6 OF C-26	USE PERMIT CONDITIONS STREETScape W/COLOR SHADING
L4.1	PLANTING PLAN & SCHEDULE W/ COLOR SHADING
E-101	ELECTRICAL PLAZA AND EXTERIOR LIGHTING W/ COLOR SHADING
E-102	ELECTRICAL PLAZA AND EXTERIOR LIGHTING W/ COLOR SHADING

ATTACHMENT B-1 TO MEMORANDUM OF AGREEMENT

(Construction)

PROJECT COST BREAKDOWN:

Bidders are required to provide this information for budget analysis purposes only.

CSI DIVISION	ITEM	PRICE
PUBLIC INTRASTRUCTURE - CIVIL DRAWINGS		
02	EXISTING CONDITIONS	\$
31	EARTHWORK	\$
32	EXTERIOR IMPROVEMENTS (PAVING/CURB AND GUTTER)	\$
33A	UTILITIES (EXCLUDING STORMWATER RETENTION VAULT)	\$
33B	UTILITIES (STORMWATER RETENTION VAULT)	\$
SUBTOTAL PUBLIC INFRASCTURE		
COMMUNITY CENTER BUILDING, PARKING GARAGES AND PLAZA		
03	CONCRETE	\$
04	MASONRY	\$
05	METALS	\$
06	WOOD, PLASTICS AND COMPOSITES	\$
07A	THERMAL AND MOISTURE PROTECTION, LESS ITEM 07B BELOW	\$
07B	WATERPROOF COVERING FOR DINWIDDIE LEVEL GARAGE SLAB, PARTS B & C, REF DWG A203, SPECIFICATION SECTION 071326 AND ATTACHMENT SC-B (OPTIONAL WORK)	\$
08	OPENINGS	\$
09	FINISHES	\$
10A	SPECIALTIES, EXCLUDING ITEM 10B	\$
10B	ADDITIONAL SIGNAGE ALLOWANCE	\$ 5,000
11	EQUIPMENT	\$
12	FURNISHINGS	\$
14	CONVEYING EQUIPMENT	\$
21	FIRE SUPPRESSION	\$
22	PLUMBING	\$
23	HVAC	\$
26	ELECTRICAL, LESS STREETScape LIGHTING SHOWN ON E-101 AND E-102, EXHIBIT SC-A - PROVIDE IN 26A BELOW	\$
26A	STREETScape LIGHTING SHOWN ON E-101 AND E-102, EXHIBIT SC-A	
27	TELECOMMUNICATION AND SECURITY WIRING	\$
28	ELECTRONIC SAFETY	\$
31	EARTHWORK	\$
32	EXTERIOR IMPROVEMENTS, LESS ITEMS 32A,B & C BELOW	\$
32A	RESIDENTIAL STREETScape, EXHIBIT SC-A, DRAWINGS C-6 AND L4.1, EXCLUDING ITEM 32B	
32B	SOIL AND SEEDED LAWN ON DINWIDDIE SLAB, PARTS B & C, REF DWG L4.1 AND ATTACHMENT SC-B(OPTIONAL WORK)	\$
32C	SIDEWALK AND STREETScape FROM DINWIDDIE PEDESTRIAN WALKWAY TO CORNER 9ST S AND ARLINGTON MILL DRIVE, REF DWGS C-6, L4.1, E101, E102 AND ATTACHMENT SC-B(OPTIONAL WORK)	\$
33	UTILITIES (SUBDRAINAGE)	\$
SUBTOTAL DIRECT COSTS		
\$		
01 GENERAL CONDITIONS	SITE SUPERVISION AND ALL SITE COSTS	\$
	INSURANCE	\$
	BONDS	\$
	FEE (OVERHEAD AND PROFIT)	\$
SUBTOTAL GENERAL CONDITIONS		
\$		
TOTAL LUMP SUM AMOUNT (SUM OF SUBTOTALS DIRECT COSTS AND GENERAL CONDITIONS)		\$
NOTE THIS AMOUNT INCLUDES THE VALUES LISTED IN TABLE 2 BELOW		

**ATTACHMENT B-2 TO
MEMORANDUM OF AGREEMENT
(Construction)**

DETAILED PROJECT COST BREAKDOWN FOR THE RESIDENTIAL GARAGE SHELL AND
STREETScape ADJACENT TO GARAGE (SCOPE SHOWN IN ATTACHMENT SC-A):

The lump sum price provided above in table 1 is inclusive of the construction of the -Residential Garage Shell and Dinwiddie level slab. Bidders are required to provide this information for budget analysis purposes only. For further details refer to Special Conditions Section of this solicitation.

CSI DIVISION	ITEM	BID PRICE
02	EXISTING CONDITIONS	\$
03	CONCRETE	\$
04	MASONRY	\$
05	METALS	\$
07	THERMAL AND MOISTURE PROTECTION, LESS OPTIONAL WORK ITEM 7B BELOW	\$
07B	WATERPROOF COVERING FOR DINWIDDIE LEVEL GARAGE SLAB, PARTS B & C, REF DWG A203, SPECIFICATION SECTION 071326 AND ATTACHMENT SC-B (OPTIONAL WORK)	\$
08	OPENINGS	\$
22	PLUMBING	\$
26	ELECTRICAL LESS LIGHTING ON E-101 AND E-102 FROM DINWIDDIE PEDESTRIAN WALKWAY TO CORNER 9ST S AND ARLINGTON MILL DRIVE -THIS WORK IS INCLUDED IN ITEM 32C ABOVE	\$
31	EARTHWORK	\$
32A	EXTERIOR IMPROVEMENTS - SAME AS ITEM 32A ABOVE	\$
32B	SOIL AND SEEDED LAWN ON DINWIDDIE SLAB, PARTS B & C, REF DWG L4.1 AND ATTACHMENT SC-B(OPTIONAL WORK)- SAME AS 32B ABOVE	\$
32C	SIDEWALK AND STREETScape FROM DINWIDDIE PEDESTRIAN WALKWAY TO CORNER 9ST S AND ARLINGTON MILL DRIVE, REF DWGS C-6, L4.1, E101, E102 AND ATTACHMENT SC- B(OPTIONAL WORK)- SAME AS ITEM 32C ABOVE	\$
33	UTILITIES	\$
	SUBTOTAL DIRECT COSTS	\$
GENERAL CONDITIONS	PRO-RATA VALUE CALCULATED AS: GC RESIDENTIAL GARAGE SHELL = TOTAL LUMP SUM GENERAL CONDITIONS x (RESIDENTIAL GARAGE SHELL DIRECT COSTS/TOTAL DIRECT COSTS FOR ALL WORK)	\$
	SUBTOTAL FOR RESIDENTIAL GARAGE SHELL AND DINWIDDIE LEVEL SLAB	\$