

shall immediately cease Work and remove from the Site all of its labor forces, equipment, and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. The CM also shall take such steps as Owner may require to assign to the Owner the CM's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the CM shall receive as full compensation the following:

1. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment (CO-12) through the date of termination;
2. All amounts due under Contract for Work completed prior to the date of termination; and
3. Reasonable compensation for the actual cost of demobilization incurred by the CM as a direct result of termination for convenience, plus overhead not to exceed 15 percent (15%) of the direct costs of demobilization.

The CM agrees it shall not be entitled to any additional compensation, including but not limited to loss of revenue, income, profit, business, reputation, or bonding capacity, consequential damages or lost profits, but shall only receive payment upon termination for convenience as stated in this Subsection 42(a). The Owner may offset any claims it may have against the CM against the amounts due to the CM. Upon payment of the amounts stated in this Subsection 42(a), Owner shall have no further obligations to CM of any nature.

- b. In no event shall termination for the convenience of the Owner terminate the obligations of the CM's surety on the payment and performance bonds. The provisions of Sections 3(j), 9(e), 14, 30 and 45 also shall survive termination of the Contract for convenience.
- c. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The provisions of this Section shall survive termination of the Contract.

43. **DAMAGES FOR DELAYS; EXTENSION OF TIME**

- a. **Excusable Non-Compensable Delays:** If the Critical Path is delayed by strikes, fires, unusual delays in transportation, unavoidable casualties, or other causes outside the control of the Owner and the CM, with the exception of delays caused by weather which are addressed in Section 6, and the CM seeks an extension of the Contract Completion Date, then the CM shall give the Owner and A/E written Notice of the delay not later than fourteen (14) Days following the inception of the delay. The CM shall give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, CM shall submit to the Owner and the A/E, the Contractors' written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, and an analysis of the delay event's impact on the Critical Path. If the Owner agrees that the Critical Path has been impacted by the delay event, the Owner shall extend the Contract Completion Date for the length of time that the Critical Path was delayed. The CM shall not be charged with liquidated or actual damages for such period of Critical Path delay nor shall the CM be due compensation or damages of any kind, under any theory of law, as a result of such Critical Path delay, the impact of such delay, or its acceleration of Work as a result of such delay.
- b. **Excusable Compensable Delays:** If the Critical Path unreasonably is delayed by acts or omissions of the Owner, or its agents, contractors, or employees due to causes within the Owner's control, and the CM seeks an extension of the Contract Completion Date and/or additional compensation due to the unreasonable delay, then the CM shall notify the Owner and the A/E immediately at the time of the occurrence giving rise to the delay by the fastest means available. The Contractors also shall give written Notice to the Owner and A/E no later than two (2) business

days after inception of the delay. The CM's written Notice shall specify the nature of the delay claimed by the CM, the cause of the delay, and the impact of the delay on the Critical Path. The Owner shall have three (3) business days to respond to the CM's Notice with a resolution, remedy, and direction to alleviate the delay, or rejection of the CM's requested relief. The Owner's failure to respond within the time required shall be deemed to be a denial of the CM's entitlement to an extension of the Contract Completion Date and additional compensation. The CM shall also give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, CM shall submit to the Owner and the A/E, the CM's written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, a calculation of the additional compensation sought, and an analysis of the delay event's impact on the Critical Path. Requests for additional compensation must be substantiated by itemized data and records demonstrating that the costs incurred by the CM are directly attributable to the delay and shall be calculated from the Contract Completion Date, not using any early completion planned or scheduled by the CM unless a Change Order has been executed pursuant to Section 19(f) changing the Contract Completion Date to reflect such early completion. If and to the extent that a delay is caused by or due to the Owner or A/E taking any actions permitted or required by the Contract, the CM shall be entitled to an extension of the Contract Completion Date or additional compensation only for the portion of the delay that is unreasonable, if any.

- c. **Non-Excusable Non-Compensable Delays:** The CM shall not be entitled to an extension of the Contract Completion Date or to any additional compensation if and to the extent a delay is: (1) caused by acts, omissions, fault, or negligence of the CM or its Subcontractors, agents, or employees; (2) arises from foreseeable causes within the control of the CM or its Subcontractors, agents or employees, including, but not limited to, Defective Work, poor workmanship, improper or inferior materials, Defective Work which must be corrected before dependent work can proceed, Defective Work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or the failure to furnish enough or properly skilled workers, proper materials or necessary equipment to perform the work in a timely manner in accordance with the Project schedule; or (3) due to causes that would entitle the Owner to recover delay costs or other damages from CM.
- d. No extension of time or additional compensation will be allowed unless the CM demonstrates that the delay directly impacted the Critical Path of the most current approved Project schedule and that all Float has been consumed. No extension of time or additional compensation will be allowed if the CM failed to provide all Notice and information in the manner and within the time periods set forth in Subsections 43(a) or (b) above, whichever applies. Failure to timely provide all required information and Notices shall preclude an extension of the Contract Completion Date or payment of additional compensation based upon that cause.
- e. If the CM makes a claim against the Owner for costs or damages, the CM shall be liable to and shall pay to the Owner that percentage of all costs incurred by the Owner in investigating, analyzing, negotiating, and litigating or arbitrating that percentage of the claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact. (*Code of Virginia*, § 2.2-4335). Any change in the Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.
- f. **Agreed Compensation/Liquidated Damages for CM Delay:** If liquidated damages are not established in the Supplemental General Conditions, the CM shall be liable for any and all actual damages sustained by Owner as a result of a delay for which CM is responsible. In addition to damages for delay, whether liquidated or actual, the CM shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract.

44. **INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION**

- a. The CM shall advise the Owner using the Certificate of Partial or Substantial Completion by the CM (CO-13.2a) of the date when the Work or designated portion thereof will be substantially complete and ready for inspection and testing by Owner to determine if Substantial Completion has been achieved. CM shall deliver Form CO-13.2a to the A/E at least ten (10) Days in advance of the date identified on the Form CO-13.2a. The A/E shall then attach its written endorsement as to whether the Work will be ready for inspection and testing on the date identified on the Form CO-13.2a. The A/E's endorsement is a convenience to the Owner only and shall not relieve the CM of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work was substantially complete or ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the CM, Owner, A/E, and Building Official.

The inspection shall include a demonstration by the CM that all equipment, systems, and operable components of the Project function properly and in accordance with the Contract Documents. The CM shall furnish access for the inspection and testing as provided in Section 21 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be completed and corrected prior to Final Completion.

If, after successful completion of all testing, the A/E determines that the Work, either in whole or in part, has achieved Substantial Completion, the A/E shall notify the Owner of such, in writing, using the Certificate of Partial or Substantial Completion by the A/E (CO-13.1a). The Owner shall notify the CM, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as having achieved Substantial Completion or, if it is not, shall notify the CM of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

- b. The CM shall advise the Owner, in writing using the Certificate of Completion by the CM (CO-13.2) of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. CM shall deliver Form CO-13.2 to the A/E at least five (5) Days in advance of the date identified on the Form CO-13.2. The A/E shall then attach its written endorsement as to whether the Work will be ready for inspection and testing on the date identified on Form CO-13.2. The A/E's endorsement is a convenience to the Owner only and shall not relieve the CM of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work achieved Final Completion. Final Completion inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. The Owner shall not establish the Final Completion Date until the Work is finally and totally complete, including the completion of punch list items, submission of all required documentation, and elimination and correction of all Defective Work.
- c. Representatives of the CM, Owner, A/E, and Building Official will participate in the Substantial Completion and/or Final Completion inspections. The A/E shall conduct and document the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion re-inspections are required, the CM shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the CM.
- d. A representative of the State Fire Marshal's Office will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and report any fire safety deficiencies to the Building Official. The State Fire Marshal will advise the Owner and CM of those deficiencies.
- e. Approval of Work at or as a result of any inspection required herein shall not release the CM or its surety from responsibility for complying with the Contract.

45. **GUARANTEE OF WORK AND INDEMNIFICATION**

- a. Except as otherwise specified or required, the CM guarantees all Work, materials, equipment, and workmanship conform to the requirements of the Contract Documents and are free from defects, imperfections, or non-conformities, normal wear and tear excepted, for a period of one (1) year from the Final Completion Date. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of the equipment's first seasonally appropriate test and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work achieves Final Completion, the guarantee for that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement. This guarantee is separate and apart from any manufacturers' warranties and the warranty set forth in Section 30. At six (6) months and eleven (11) months after Substantial Completion, the CM shall meet with the Owner to review the status of and assign value to any unresolved warranty, guarantee, and punch list items.
- b. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or A/E which requires or renders necessary repairs or changes in connection with the guaranteed Work, the CM shall, promptly upon receipt of Notice from the Owner, such Notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 1. Correct, repair, replace or otherwise place in satisfactory condition all Defective Work, defects, nonconformity, inferior materials, equipment or workmanship;
 2. Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the A/E, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the requirements of the Contract; and
 3. Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the requirements of the guarantee.
- c. In any case, when in fulfilling the requirements of the Contract and this guarantee or any other guarantee or warranty, the CM disturbs any work performed by a separate contractor, the CM shall restore such work to a condition satisfactory to the A/E and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.
- d. If the CM, after Notice, fails to proceed promptly to comply with the obligations of this Section 45, and the surety, after Notice, fails to cure the CM's default as provided in Section 41, the Owner may undertake all needed corrections or repairs and the CM and its surety shall be liable for all expenses incurred.
- e. All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of such special warranty or guarantee. The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- f. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the CM might have under the Contract Documents, including liability for Defective Work under Section 30, for indemnity or for breach of the Contract. This Section relates only to the specific obligation of the CM to correct the Work and does not limit the time within which its obligation to comply with the Contract Documents otherwise may be

enforced, nor the time within which legal proceedings may be commenced to establish the CM's liability with respect to its obligations under the Contract Documents.

- g. In the event the Work of the CM is to be modified by another contractor, either before or after the Final Inspection, the CM shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the CM shall not be responsible for any defects in material or workmanship introduced by another CM modifying CM's Work. The CM and any contractor making modifications shall each be solely responsible for its respective work. A contractor modifying the CM's Work shall be responsible for any damage to or defect introduced into the Work by its modification.

If a CM claims that a subsequent contractor has introduced defects of materials and/or workmanship into its Work, CM shall demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if it asserts that defects in its work were caused by the contractor whose work is modified.

- h. The CM shall indemnify and hold harmless the Commonwealth of Virginia, the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, any property damage, and any monetary loss, that results from or arises out of the Work performed by the CM, or by or in consequence of the CM's neglect in safeguarding the Work, its use of unacceptable materials in the Work, or resulting from any act, omission, negligence, or misconduct of the CM, any of its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts the CM is or may be liable. The Owner may retain as much of the monies due the CM under the Contract as the Owner considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If insufficient monies are or will become due, the CM's surety and/or insurers will not be released from liability until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Owner.

46. **ASSIGNMENTS**

Neither party to the Contract shall assign the Contract in whole or any part without the written consent of the other, nor shall the CM assign any monies due or to become due to him hereunder, without the prior written consent of the Owner. Consent to assignment shall not be unreasonably withheld. No assignment shall relieve any party from its obligations under the Contract.

47. **CONTRACTUAL DISPUTES (CODE OF VIRGINIA, § 2.2-4363)**

- a. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) Days after Final Payment; however, written Notice of the CM's intention to file such claim must be given to the Owner within fourteen (14) Days of the time of the occurrence or beginning of the Work upon which the claim is based. Such Notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the CM and the nature of the claimed damage. Verbal notice, the Owner's actual knowledge, or a written notice given more than fourteen (14) Days after the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 47(f), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the CM in accordance with the expected contract performance are routine submissions and are not claims under this Section.

Proposed or requested Change Orders, demands for monetary compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, are not claims under this Section. Failure to timely provide notice of intent to submit a claim shall preclude any relief to the CM, including but not limited to an extension of the Contract Completion Date or payment of additional compensation.

- b. Although the CM may be required to submit certain classes of claims prior to Final Payment, and the CM is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Agency head or his or her designee. The CM may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) Days of submission of the claim or within ninety (90) Days of Final Payment, whichever is later.
- c. The decision of the Owner shall be final and conclusive unless the CM within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia*, § 2.2-4364. Failure of the Owner to render a timely decision on a claim shall not result in the CM being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a timely decision shall be the CM's right to immediately institute legal action. No administrative appeals procedure pursuant to *Code of Virginia*, § 2.2-4365 has been established for contractual claims under this Contract.
- d. Pursuant to *Code of Virginia*, § 2.2-4366, Alternative Dispute Resolution, the Owner may enter into an agreement with the CM to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the Owner, the Commonwealth, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to *Code of Virginia* § 2.2-514, as applicable. The details for the implementation of Alternative Dispute Resolution are provided in CPSM Section 3.2.7.
- e. In the event that a dispute, claim or controversy between the Owner and the CM arises regarding the requirements of the Contract, the performance of the Work, payment due the CM, the terms of any Change Order, or otherwise, the CM shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as ordered by the Owner. The CM shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.
- f. The CM shall submit a CM's Claim Certification (DGS-30-234) certifying that the claim is a true and accurate representation of the claim. Claims submitted without the CM's Claim Certification will be deemed incomplete and will not be considered.
- g. The compensation expressly provided for by this Contract shall be the CM's sole available compensation for the acts, omissions, or breaches by the Owner. These remedies shall survive termination or breach of the Contract.

48. **ASBESTOS**

- a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the Work, when the scope of the Project has been reviewed and a comprehensive survey conducted by an individual licensed by the Virginia Department of Professional and Occupational Regulation to conduct building inspections for asbestos-containing materials in buildings, and where the Owner has attempted to remove or encapsulate all asbestos-containing material that may become friable or damaged during this Project.

Prior to commencement of Work, the results of the comprehensive survey or any other asbestos survey shall be made available to the CM, who shall be responsible for performing its Work so as not to disturb any remaining asbestos, encapsulated or otherwise, identified in such survey or surveys.

If the CM discovers or inadvertently disturbs any material that it knows, should have known or has reason to believe, may contain asbestos that has not been previously identified, was overlooked during the removal, was deemed not to be friable or was encapsulated, the CM shall stop Work in the area containing or suspected to contain the asbestos, secure the area, and notify the Owner and the A/E immediately by telephone or in-person with written Notice as soon as possible. The Owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the Work, the Owner shall have the material repaired or removed and shall pay for the bulk sample analysis.

Except as provided in *Code of Virginia*, § 11-4.1, if the material disturbed is not within the CM's authorized Work and/or Work area or under this Contract, the CM shall pay for all associated sampling and abatement costs.

- b. If asbestos abatement is included as a part of the Work, the CM shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 3 of these General Conditions and in accordance with the specific requirements of the Contract and all applicable laws and regulations.
- c. If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 11(b) (4) of these General Conditions.

49. **TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT**

- a. As a part of the Work, the CM in conjunction with its Subcontractors and Suppliers shall provide the Owner's operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the Specifications.
- b. The CM shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the Specifications.

50. **PROJECT MEETINGS**

- a. The intention of this Section is that the CM, the Owner, and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The CM is responsible for managing the Work, obtaining approvals, and requesting clarifications on a timely basis. The Owner and A/E are responsible for making a reasonable effort to provide timely responses to the CM.
- b. **Preconstruction Meeting:** Prior to the start of construction and no later than 15 Days after the Notice to Proceed, a "Preconstruction" meeting shall be held with attendees to include the Owner's Project Manager and Project Inspector, the A/E's project manager and representatives of each design discipline involved in the Project, the Regional Fire Marshal, the CM's project manager and superintendent (and scheduler, if CM desires), and representatives of the CM's major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:
 - Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority. Name of CM's on-site certified Responsible Land Disturber.

- Names, addresses, email addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), Shop Drawings, Submittals, and Notices.
- CM's proposed construction schedule, the requirements for schedule updates and recovery schedules, assessment, and management of risks to on-time and on-budget completion, and Owner's sequencing requirements, if any.
- Schedule of Values and Certificate for Payment (CO-12) requirements and procedures.
- Procedures for Shop Drawings, product data, and Submittals.
- Procedures for handling Field Orders and Change Order (CO-11).
- Procedures for CM's request for time extension, if any.
- Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
 - Safety
 - Layout of the Work
 - Quality control, testing, inspections, and notices required
 - Site visits by the A/E and others
 - Owner's Project Inspector duties
 - Running Punch List
 - As-Built Drawings
- Procedures and documentation of differing or unforeseen Site conditions
- Monthly Pay Meeting
- Assignment of responsibility for generation of meeting minutes of all project meetings.
- Project Close-Out requirements and procedures
- Project records
- Requirements for the CM to furnish the Owner a list of hazardous materials that may be brought onto the job site, and 48- hour notification requirement.

c. **Monthly Pay Meeting:** Section 36 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, A/E and CM representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:

- Owner's Project Inspector
- CM's project superintendent
- A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month.
- A representative of each subcontractor who performed work included in the current pay request.
- A representative of each subcontractor who is projected to perform work in the coming month.

The following topics should be included, as a minimum, in the monthly pay meeting:

- Observations of status, quality and workmanship of Work in progress
- Validation of the Schedule of Values and Certificate for payment
- Status of progress of the Work and conformance with proposed construction schedule and recovery schedule, if any
- Outstanding Requests for Information, Requests for Clarification and Requests for Proposal
- Submittals with action pending
- Status of pending Change Orders
- Status of CM Contingency
- Status of Running Punch List items

- Work proposed for coming pay period
 - Discussions of any problems or potential problems which need attention
- d. **Other Meetings:** Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

51. SMALL BUSINESSES PROCUREMENT PLAN

If the Total Contract Amount of the Contract is greater than \$10,000 and the CM is a SWaM/SDV Business; then the CM shall include a Small Business Procurement Plan in its Bid (if subcontracting work is intended by the Contract as part of its performance of the Work).

If the Total Contract Amount of the Contract is greater than \$100,000, then the CM shall include in its Bid a Small Business Procurement Plan and report on the involvement of SWaM/SDV Businesses in the CM's performance of the Contract as follows:

- **Periodic Progress Reports:** The CM shall report on involvement of SWaM/SDV Business with each periodic invoice submitted by the CM. The report shall identify each subcontract or agreement with a SWaM/SDV Business, including the total contract value, and state the total amounts paid to each SWaM/SDV Business in connection with the Contract as of the report date. The report shall provide this information separately for each type of SWaM/SDV Business and shall clearly indicate those SWaM/SDV Businesses which were identified in the CM's Small Business Procurement Plan submitted by the CM in the procurement phase for the Contract. The CM shall provide two (2) copies of each periodic report to the Owner. Failure to submit the report with each invoice will result in the invoice being rejected by the Owner without payment.
- **Final Compliance Report:** Prior to or with its final invoice for payment, the CM shall certify and report on its compliance with the Small Business Procurement Plan, submitted by the CM in its Bid for the Contract, to the Owner through DGS' eVA system. In the Final Compliance Report, the CM shall:
 - Provide a written explanation to the Owner of any variances between the CM's Small Business Procurement Plan and the actual participation of SWaM/SDV Businesses in the CM's performance of the Contract; and
 - Report on the involvement of other SWaM/SDV Businesses in the CM's performance of the Contract, including the contract value, the type of SWaM/SDV Business, a comparison of the actual amount paid with the planned amounts, the total amount paid to each type of SWaM/SDV Business, and a calculation of the percentage of the Total Contract Amount paid to SWaM/SDV Business.

A format for the Final Compliance Report will be provided by the Owner.

The Owner may withhold final payment to the CM until the CM has complied with the requirements of its Small Business Procurement Plan submitted by the CM in the procurement phase for the Contract.

*** END OF CONSTRUCTION MANAGEMENT GENERAL CONDITIONS ***