

TAB D

CONSTRUCTION MANAGEMENT AGREEMENT
(Hillel at The George Washington University)

This Construction Management Agreement (this “**Agreement**”) is made as of March 7th, 2018, by and between Hillel at The George Washington University (“**Hillel**”) located at Square 42, Lots 820 and 840 in Washington, D.C. (the “**Hillel Property**”), and St. Mary’s Episcopal Church (the “**Church**”) located at Square 42, Lots 14, 821, and 822 in Washington, D.C. (the “**Church Property**”). This Agreement is in conjunction with the proposed redevelopment of the Hillel Property with a new building (“**Project**”) to ensure that the Church Property is protected from damage and the activities of the Church’s congregation are not unreasonably interfered with during the construction of the Project.

1. **Historic Landmark Status.** Hillel acknowledges that a portion of the Church Property is listed as a historic landmark on the National Register of Historic Places. During the demolition, design and construction process, Hillel will take into consideration the nature and character of the Church Property’s construction, architectural and decorative details, as well as its age and historic status in planning for and undertaking the Project to avoid causing any damage to the Church Property.

2. **Construction Communication.**

a. **Designation of Representative.** Hillel will designate a representative that is authorized to address concerns and complaints about the Project and is the primary contact for the Church regarding the Project (the “**Hillel Representative**”). The Hillel Representative will have a local office, and 24-hour phone, fax, email, text message capability and voice mail, and be accessible during all business hours and for emergencies at any time. Contact information

will be posted on the perimeter of the construction area in plain sight. Hillel will make best efforts to respond to emergency matters immediately (“immediately” will mean a response within four (4) hours or less) and respond to non-emergency matters within two (2) days.

b. **Availability.** The Hillel Representative will be available to meet with the Church within two (2) business days upon a request submitted by the Church before and during construction, except when a request is based upon an emergency condition, in which case, the Hillel Representative will be available, as stated above, to meet or discuss within four (4) hours or less. When a construction matter is raised, the Hillel Representative will identify the estimated time period within which the matter can be resolved or completed and communicate that to the Church within eight (8) hours after initially responding to the emergency matter and within two (2) days after initially responding to a non-emergency matter.

c. **Construction Meetings.** The Hillel will have regular construction meetings at a regular time and place, and will include an agenda allocation at which the Church will be welcome to present (“**Regular Meetings**”). The Regular Meetings will commence three (3) weeks prior to the installation of structural movement and vibration monitoring equipment and the Regular Meetings will end upon the issuance of the certificate of occupancy for the entire building. The initial Regular Meeting will also include representatives from Hillel’s general contractor and sheeting and shoring contractor, and will include on the agenda Hillel’s obligations under this Agreement. The frequency for the Regular Meetings will be every two (2) weeks, or as agreed to by the Church and Hillel representatives.

d. **Construction Schedule.** A schedule of construction activities will be prepared by Hillel and communicated to the Church. The schedule, which will be updated and circulated every month, will list the construction activities for the upcoming month of construction.

3. **Pre-Construction Review.** The following documents, project submittals, and Agreements (all of which will be certified by an engineer or architect licensed to practice in the District of Columbia) will be provided by Hillel to the Church for review at least thirty (30) days prior to demolition on the Hillel Property to ensure that reasonable and prudent design assumptions and construction procedures for construction adjacent to historic structures are employed, in order to avoid any damage to the Church Property and minimize safety risks to the Church and its congregation:

- a. 100% Design Development Drawings and Specifications (which may include crane swing, site security, and safety management Agreements);and
- b. 100% Construction Drawings, RAZE permit drawings and Foundation to Grade Drawing packages that include crane foundation plans, if issued separately of 100% Construction Drawings: and
- c. Final versions of sheeting and shoring design Agreements and parameters (which may be in the form of a contractor submittal); and
- d. Final versions of site utilization Agreements for the construction of the Project (which may include traffic management, construction parking, and materials delivery/staging Agreements) (collectively, the **“Agreements and Specifications”**).

The purpose of such review is to provide the Church with an opportunity to work with Hillel in good faith to identify specific concerns and for Hillel to carefully consider and implement any reasonable and appropriate modifications to the Agreements and Specifications.

4. **Reimbursement of Certain Church Expenses.** Hillel will reimburse the Church in the amount of \$34,735.00, an amount equal to 50% of the previously incurred expenses by the Church per the Expense Summary, provided by the Church via electronic email on January 6, 2018. This amount shall include the previously incurred expenses for services performed by its structural engineering consultant, 1200 Architectural Engineers, PLLC ("1200 AE"), in the amount of \$8,093.75, required by the CMP (Exhibit 73B of the approved ZC Order 06-11L). Hillel shall make one (1) payment in the amount of \$34,735.00 within 5 days of the final execution of this CMA by both parties and the Church's submission of a Letter in Support, or a Party Request Letter in Support of the Hillel Modification of Significance to the Zoning Commission. The Letter in Support shall be filed with the Office of Zoning no later than fourteen (14) days prior to the public hearing. This payment shall constitute full agreement and satisfaction on previously incurred costs by the Church.

a. On a going forward basis, Hillel is willing to either (i) hire 1200 AE as an additional 3rd party QA/QC structural engineering consultant to advise Hillel on all structural engineering matters related to protecting the Church Property, including Quality Assurance / Quality Control review, or (ii) reimburse the Church for future structural engineering consulting services provided 1200 AE to the Church directly related to the Project, for each drawing deliverable review, within customary and commercially reasonable consultancy rates for 3rd party QA/QC review, but not to exceed \$15,000.00.

5. **Surveys, Assessments and Monitoring.**

a. **Pre-Construction Survey.** To the extent permitted by the Church, prior to Hillel commencing any demolition on the Hillel Property, Hillel will undertake at its own expense a video survey and written assessment report of the condition of the Church Property, including annotated photographs illustrating issues of note, to be prepared by an independent professional (the “**Pre-Construction Report**”). Hillel will offer the Church’s structural engineer the opportunity to comment on the Pre-Construction Report. Hillel will, if it agrees with the engineer’s recommendations, incorporate the engineer’s input into the Pre-Construction Report.

b. **Monitoring.** Prior to Hillel commencing any demolition on the Hillel Property, Hillel will engage, or will cause its general contractor to engage, an independent professional (the “**Monitoring Consultant**”) to develop and implement a Monitoring Plan and Agreement for monitoring structural movement and vibration impacts from construction activities on the Church Property (the “**Monitoring**”). Hillel shall submit the Monitoring Plan and Agreement to the Church for review and comment. To the extent permitted by the Church, prior to the commencement of demolition, Hillel will locate monitoring points (i.e., specific locations on the improvements located on the Church Property) where Hillel will monitor any change to the Church Property that may occur during any demolition, excavation or construction activity on or about Hillel’s Property. Thereafter, Hillel will place monitoring devices or markings at such appropriate locations on the Church’s Property, and will perform standard and customary monitoring of such devices and/or markings during demolition, excavation and construction of the Project. Hillel will provide the Church with written updates containing data

generated by monitoring devices, which may include data detailing any movement of the foundation, wall, or structure of the Church Property.

c. **Interim Reports.** Hillel will have the option, but not the obligation, at its own expense to conduct interim survey and assessment reports during the construction of the Project (“**Interim Reports**”). Hillel will notify the Church at least ten (10) days prior to the commencement of such Interim Reports and will offer the Church’s Consultants the same opportunity to comment on the survey and report. Hillel will provide the Church with any Interim Report within five (5) days of its completion.

d. **Post-Construction Survey.** To the extent permitted by the Church, within thirty (30) days of the substantial completion of the Project, Hillel will undertake at its own expense a post-construction video survey and assessment report of the Church Property (“**Post-Construction Report**”). The Post-Construction Report will include annotated photographs illustrating any issue of note. Hillel will offer the Church’s Consultant the opportunity to comment on the Post-Construction Report. The purpose of the Post-Construction Report will be to document any impact the construction of the Project on the Church Property. The Post-Construction Report will be prepared by the same professionals that performed the Pre-Construction Report.

6. **Construction Practices and Site Management.**

a. Hillel will execute the demolition of the current building and the construction of the Project at its sole cost and expense, in a good, safe, and workmanlike manner, in accordance with generally accepted excavation and construction practices in the District of Columbia (with special consideration given that the demolition and construction activities will be done in close proximity to a historic building), all applicable District of Columbia laws and regulations, and all permits. All contractors hired by Hillel to perform work will be reputable, bonded as required by law, and meet all applicable licensing, professional and trade standards in the District of Columbia.

b. Hillel will construct a chain link or other fencing around the perimeter of the construction area and will maintain it in a good workmanlike manner until the issuance of a certificate of occupancy for the Project. All construction materials and equipment, including construction storage, trailers, and dumpsters, will be secured on the Hillel Property or in a lawfully permitted public space location, in accordance with all applicable laws and regulations. Hillel will lock all motorized equipment and vehicles, stack any building materials (i.e., brick, lumber, etc.), and cover any loose fill such as gravel or sand in accordance with industry standards and applicable District of Columbia laws and safety regulations.

c. Hillel will take all reasonable precautions to ensure its contractors and sub-contractors provide and require valid parking for all workers or others involved in the Project. No idling of trucks will be permitted outside of Work Hours as defined below. Deliveries of equipment or construction materials shall only occur during Work Hours. Removal and replacement of dumpsters shall only occur during Work Hours. Hillel shall ensure that its

contractors and subcontractors do not use the alley in Square 42 for ingress, egress, delivery, idling or any other purpose, except in the case of emergency.

7. **Schedule.** All work on the Project shall only be conducted from 7 AM to 6 PM, Monday through Saturday excluding legal holidays (“Work Hours”), unless otherwise approved by the Church’s Representative. The construction area for the Project shall be secured and vacated by 7 PM on weekdays and Saturdays. There shall be no work of any kind performed on the Project on Sundays or on Christmas, Ash Wednesday, Good Friday or Easter Sunday or other legal holidays. Hillel shall be sensitive to and, to the extent possible, limit demolition or construction activities and any loud noises such as blasting during the Church’s weekly one-hour communion service held every Wednesday from noon to 1 PM. Hillel will conduct construction work in accordance with its permits. No noisy behavior or activities that might disturb the Church Congregation shall be allowed prior to the beginning of or after Work Hours. Notwithstanding the foregoing, interior construction work that does not generate adverse noise impact shall be permitted outside of the Work Hours, so long as the hours for such work otherwise comply with applicable District of Columbia law and are approved by the Church Representative, which approval shall not be unreasonably withheld, conditioned or delayed. Hillel shall request that any utility company that performs work related to the Project do so within the Work Hours; the Church acknowledges, however, that Hillel is not responsible for the timing of any utility work performed by any utility company and the timing of such work is beyond Hillel’s control.