



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: JACOBS ENGINEERING GROUP INC. 1100 N. GLEBE ROAD, SUITE 500 ARLINGTON, VIRGINIA 22201	DATE ISSUED: 3/11/2024 CONTRACT NO: 24-DES-RFP-273a CONTRACT TITLE: STORMWATER SUPPORT SERVICES
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-RFP-273a including any attachments or amendments thereto.

EFFECTIVE DATE: 3/11/2024
EXPIRES: 3/31/2025
RENEWALS: 4 RENEWALS REMAINING
LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> LYNN M. WILE	<u>VENDOR TEL. NO.:</u> (812) 483-1797
<u>EMAIL ADDRESS:</u> LYNN.WILE@JACOBS.COM	
<u>COUNTY CONTACT:</u> ELIZABETH THURBER (DES-ENV)	<u>COUNTY TEL. NO.:</u> (703) 228-3363
<u>COUNTY CONTACT EMAIL:</u> ETHURBER@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Procurement Officer	3/11/2024
Title		Date



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 24-DES-RFP-273a

THIS AGREEMENT is made, on the date of execution by the County between Jacobs Engineering Group Inc., 1100 N Glebe Road, Suite 500, Arlington, Virginia 22201 ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to prepare a Stormwater Master Plan. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of execution by the County and must be completed no later than March 31, 2025 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from April 1, 2025, to March 31, 2029, (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until March 31, 2025 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an approved invoice. All payments will be made from the County to the Contractor via ACH.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the

County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment C) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification,

access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and the standard of care will be the degree of care and skill of like professionals customarily found in the general area of the project.. The Contractor will provide the cover page to demonstrate that it has such policies and procedures in place, but such policies and procedures are proprietary and are not provided outside the company.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the industry standard of care in the general area of the project for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 72 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the

Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

27. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including

confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

31. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

32. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

42. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

43. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

44. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Lynn M. Wile, PE, ENV SP, Client Account Manager
Jacobs Engineering Group Inc.
1100 N Glebe Road, Suite 500
Arlington, Virginia 22201
Phone: (812) 483-1797
Email: lynn.wile@jacobs.com

TO THE COUNTY:

Elizabeth Thurber, Project Officer
Arlington County Government
2100 Clarendon Boulevard, Suite 705
Arlington, Virginia 22201
Phone: (703) 228-3363
Email: ethurber@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Risk Exposure - Contractor shall maintain Cyber Risk and/or Technology Errors and Omissions Insurance coverage for itself and on behalf of its Personnel as set forth according to

the following requirements. Cyber Risk Insurance with a limit of liability of Two Million Dollars (\$2,000,000) per claim and in the aggregate. Such insurance shall cover Arlington County and its Agencies, and subsidiaries, and their respective Board members, officials, directors, managers, employees, agents and assigns as additional insureds for cyber-related incidents caused by Contractor and resulting in loss or damage arising out of Contractor's equipment, products, Services, or software under this RFP. In the event such policy is written on a claims-made basis then: (i) Contractor shall maintain such policy in effect for a period of not less than three (3) years after the last date that equipment, products, Services, or software are provided by Contractor under this RFP or the applicable warranty period, whichever is longer; and (ii) such policy shall include a retro-active coverage date preceding the first date that any equipment, products, Services or software are provided under this Agreement. Such insurance shall extend the following coverages to the benefit of Arlington County and its Agencies if caused by the Contractor: (a) privacy breaches (liability arising from the loss of, unauthorized access to or disclosure of confidential information); (b) network or system breach; (c) denial or loss of service; (d) introduction, implantation or spread of malicious software code, including specifically ransomware coverage; (e) unauthorized access to or use of computer systems, and no exclusion/restriction for unencrypted portable devices/media may be on the policy; (f) indirect and consequential damages arising out of a cyber-related event; and (g) the first party losses of Arlington to cover the cost of forensic and/or technical teams hired to investigate any security incident, reasonable attorney's fees, the cost of preparing and distributing a notification to affected individuals, the cost of running a centralized call center, the cost of two years of credit monitoring services for impacted individuals, and the cost of preparing and filing all required notices with governmental authorities, agencies, or interested parties globally.

- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

48. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor’s performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor’s work/performance, quality, cost controls, schedule, timeliness, and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

49. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

JACOBS ENGINEERING GROUP INC.

DocuSigned by:
AUTHORIZED SIGNATURE: Lucas Alexander
5D2342428F9D4B4...

DocuSigned by:
AUTHORIZED SIGNATURE: Lynn M. Wile
1CB128188CE0409...

NAME: Lucas Alexander

NAME: Lynn M. Wile

TITLE: Procurement officer

TITLE: Client Account Manager

DATE: 3/11/2024

DATE: 3/7/2024

EXHIBIT A – SCOPE OF WORK

OVERVIEW

The Contractor will serve as the prime contractor. If the Contractor lacks capacity, or if the County and the prime Contractor cannot agree on a cost proposal for a task within 30 days of task issuance, the County will assign the work to the backup contractor.

The contractor(s) will provide services in the following Service Areas.

- I. **Planning:** master plans, strategic plans, etc.
- II. **Research:** benchmarking, literature reviews, new technologies/strategies, etc.
- III. **Measurement and analytics:** metrics, monitoring, modeling, mapping, dashboards, etc.
- IV. **Service enhancement:** staff augmentation, etc.
- V. **Compliance support:** ordinance consultation, audit support, etc.
- VI. **Funding support:** grant identification, etc.

TASK ASSIGNMENT

The County will prepare a task order request for each task. In response, the Contractor will, by the stated deadline, prepare a not-to-exceed (lump sum) cost proposal for approval by the County Project Officer. The cost proposal for each task order must include: 1) a list of services and resources required to perform the task, 2) a total price for each task component, 3) an itemized labor-hour estimate by staff category and 4) the appropriate hourly billing rates assigned to the staff as specified in the Contract. The cost proposal also must include additional pricing for equipment, materials, and lab/other services as separate line items.

The Contractor must submit with the cost proposal an estimate of reasonable, project-related reimbursable expenses, which the Project Officer will approve or negotiate with the Contractor to arrive at an acceptable cost. Reimbursable expenses cannot exceed 20% of the total task cost. The Contractor must provide verified invoices for reimbursement.

The County may engage with the back-up Contractor if the County and the prime Contractor are unable to come to agreement on a cost proposal for any task.

SERVICES

Services will include but are not limited to the topics and examples below.

I. Planning

- A. Flood Resiliency Zoning Overlay District and Resiliency Guidelines and Standards (the Project) will directly build on Arlington County's Stormwater Master Plan (2014), the 2014 Capacity Studies, and the 2023 Risk Assessment and Management Plan (RAMP) initiative and recommendations. The foundation of the Project will be a Flood Resilient Design and Construction Standards Framework that will provide policy, design, construction, land use planning, zoning, and infrastructure guidelines specifically aligned with flood-vulnerable corridors and areas identified under the RAMP and other County vulnerability and related studies. The RAMP will be completed Fall 2023, and its gaps analysis and recommendations are structured to include programmatic, project (engineering and "blended engineering"), and policy actions and

strategies to alleviate future flood scale and impacts. In addition, the 2023 RAMP provides recommendations for flood and risk mitigation, including creation of high-risk flood corridor map overlays (outside delineated FEMA floodplains) where alternative building code conditions for new development and redevelopment could reduce flood risk. The RAMP also identifies key public assets and infrastructure and develops vulnerability and risk assessments (the latter of which also demonstrates the “cost-of-inaction”). For a greater understanding of the term “blended engineering”, refer to the Flood Resilient Arlington webpage, <https://www.arlingtonva.us/Government/Programs/Flooding>, and Story Map, <https://storymaps.arcgis.com/stories/d0bb906589d144e5939281b60160b583>.

The 2014 Stormwater Master Plan and Capacity Studies provide the first comprehensive climate vulnerability assessment for Arlington County and identify critical infrastructure, facilities, natural resources, neighborhood populations, and specific flood entry points that, when addressed, can prevent significant physical, economic, and social damages. The 2023 RAMP updated the 2014 climate change projections for inland flooding, sea level rise, and storm surge as a foundation to develop updated IDF (intensity, duration and frequency) curves and 10-year storm standards, vulnerability assessments for public and private development, assets, infrastructure and facilities, and watershed-scale calculations of the “cost-of-inaction” (risk assessments, which include economic, environmental and social risk). In addition, the 2023 RAMP provided recommendations for flood and risk mitigation, including creation of overlays defined by high-risk flood corridors and areas that identify alternative building code conditions for re/development where high flood risk exists outside delineated-FEMA floodplains.

The Project will support new development and redevelopment in vulnerable areas and, initially, serve as a regulatory reference tool to better influence, guide, and streamline resilience action. In addition, the Project will support a public engagement and education tool to inform developers, architects, Contractors, property owners, and government officials. In informing market transformation and behavioral standards, the Project may also guide future zoning and code changes.

The development of building and land use controls that are responsive to climate change is a primary community resiliency objective and is specified as an implementation strategy within the Flood Resilient Arlington Program initiatives, <https://www.arlingtonva.us/Government/Programs/Flooding>.

The development and implementation of flood resilience overlay districts and design guidelines is a critical next step in advancing preparedness for Arlington County’s vulnerable neighborhoods, commercial districts, infrastructure, and key government facilities and assets. The Project will establish a new flood resilience overlay district in critical locations and promote new construction and redevelopment that anticipate the future creation of flood protection infrastructure.

- B. Urban Metabolism and the Future-Ready Community (working title). In concept, the Urban Metabolism and Future-Ready Community Plan (“Plan”) will represent the next generation of a conventional “green infrastructure” plan, taking into account climate projections, the impacts of the built environment, and the need for public-private partnerships and joint or individual initiatives to mitigate environmental and climate impacts of the developed structures and infrastructure.

The Plan will be innovative, forward-facing, and climate-conscious and will represent a new way of thinking about integration of the built environment with stormwater infrastructure and natural solutions to ensure long-term climate resiliency, environmental services, and a healthy, competitive community that aspires to high desirability and quality of life. The Plan will have a clear priority to address extreme heat as a primary climate vulnerability, projected to increase over time.

The Plan may also evaluate the flows of energy and water into and out of the community under a changing climate, with a focus on the inter-relationships among heat, energy use, water supply and wastewater treatment, stormwater management, and stream health. This will include innovative thinking, with a climate-change objective based on extreme heat and mitigating approaches, policies, land-use changes, projects, etc. that can provide long-term management and countermeasures to urban heat island effects.

- C. Stormwater Master Plan. It is expected that this will include an update to the 2014 Stormwater Master Plan ("Master Plan"), which is an element of the Arlington County Comprehensive Plan. An expected starting point is an update to the 2014 Plan's [Goals and Strategies](#), bringing the Master Plan up to the state of current practice and priorities as well as adjusting the future course of the Stormwater Program as needed to reflect anticipated and emerging demands. It is also expected that the Plan will add specific sub-elements over time, including the RAMP described above as well as other plans and studies.
- D. Other Strategic Plans. Over the course of agreements with consultants, Contractors, and/or vendors, Arlington County may develop additional strategic planning scopes of work, including but not limited to stream restoration methodologies, financing mechanisms for public-private collaborations and partnerships, planning for climate resiliency, program development under a stormwater utility, and triple-bottom-line approaches to stormwater, green infrastructure, and capacity infrastructure systems.

II. Research

- A. Benchmarking/literature reviews.
- B. Market and Technology Reports and Updates (e.g., flood-proofing materials and technologies, climate and resilience techniques and strategies, best management practices, innovations in policy, structural and natural solutions under green infrastructure as countermeasures to extreme heat and inland flooding, etc.).

III. Measurement, Analytics, and Data

- A. FEMA-related metrics, studies, and analytics.
- B. Flood Watch Network Program assistance. The Flood Watch Network program will consist of a series of flow meters (depth meters/pressure transducers) and rainfall gauges to be located throughout the County. A maximum of six pressure transducer/rain gauge combined installations, five pressure transducer only locations, and one rain gauge only location have been planned (but this configuration is subject to expansion during the Contract term). Several installations are already planned and will be installed prior to this RFP (Cardinal School Vault System, for example); others are planned for later installation. Services will include supporting staff to determine specific gauge locations, development of plans for installation, monitoring of installations, analysis of the collected data, and publication of collected data and/or analysis via County websites. Overall, the systems are to be made compatible with the

One Rain system used by other Northern Virginia jurisdictions. Metrics and data may include, e.g., stormwater runoff, streamflow, and water quality assessments and studies, including lot, streetscape, small drainage area- and watershed-scale BMP and runoff measurement and assessment, in-stream flow and water quality monitoring, model calibration, and impaired waters analyses (“water quality assessment analysis” is defined to include stream dynamics such as temperature fluctuations, heat impacts, intermittent drought, impact variations attributable to storm intensities).

- C. Modeling, mapping, dashboards, associated with capital maintenance inventory, planning and execution, capacity infrastructure assets analyses and management and projects, water quality measurements and projections.
- D. Analyses conducted under Stormwater Utilities, including but not limited to rates, lot coverage, and data mining that supports the County’s MS4 Permit compliance.
- E. Stormwater Utility credit programs, updates to parcel calculations for impervious coverage, ERU tiers and categories, and benchmarking.
- F. Climate impacts, including but not limited to extreme heat, increasing IDF curves and storm flooding and impacts, economic calculations and projections related to climate change, urban new development and redevelopment, risk, and other influences and impacts.
- G. Data system and platform development and support for program record-keeping, analysis, and reporting.

IV. Service Enhancement.

- A. Capital project administration and technical, project management and/or other related support.
- B. Communications and public outreach, which may include all platforms, channels, and functions, including web-based materials; campaigns; public outreach covering remote, in-person and virtual meetings, workshops, and summits; surveys and polls; and marketing, education and outreach materials and collateral activities, to include chat functions (perhaps automated).
- C. FEMA documentation and compliance support, studies, and submissions.
- D. CRS Program documentation and support, including audit support.
- E. Stormwater Utility Support (including customer service and outreach and credit program implementation)

V. Compliance Support

- A. Regulatory and legislative consultation
- B. Code development and updates and technical guidance materials

VI. Funding Support

- A. Grant tracking and identification (federal, state, foundational, institutional, other).
- B. Grant project development.
- C. Grant proposal development and submission.
- D. Grant Administration and implementation.

EXHIBIT B – CONTRACT PRICING

CLASSIFICATIONS	FULLY BURDENED HOURLY RATES
	Hourly Rate Initial Term (Valid through March 31, 2025)
Principal-In-Charge / Project Manager	\$335.00
Task Lead	\$270.00
QA/QC Manager	\$335.00
Senior Consultant	\$335.00
Water Resources Senior Technical Consultant	\$305.00
Water Resources Technical Consultant	\$270.00
Water Resources Professional III	\$230.00
Water Resources Professional II	\$175.00
Water Resources Professional I	\$115.00
Sr. Planner/Sr. Landscape Architect	\$260.00
Planner/Landscape Architect	\$185.00
GIS Professional II	\$140.00
GIS Professional I	\$110.00
CADD Tech II	\$130.00
CADD Tech I	\$110.00
Cost Estimator II	\$295.00
Cost Estimator I	\$220.00
Publications Specialist	\$110.00
Administrative Support	\$120.00

Direct expenses (e.g., mileage rates, shipping, etc.) are not included in this exhibit. These will be provided during preparation of each task order cost proposal, as applicable.

Standard hourly rates / additional services

If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates listed here or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 245
Associate Principal	\$ 205
Senior Associate	\$ 180
Associate	\$ 165
Landscape Architect III	\$ 140
Landscape Architect II	\$ 130
Landscape Architect I	\$ 110
Urban Planner III	\$ 140
Urban Planner II	\$ 130
Urban Planner I	\$ 110
Intern	\$ 75
Administration	\$ 75

CLASSIFICATIONS	STAFF
Principal-In-Charge / Project Manager	van der Tak, Laurens
Task Lead	Santucci, Miranda
	Lopezcalva, Enrique
	Gervais, Patrick
	Traenkner, Eric
	Virts, Michelle
	Koff, Russell
QA/QC Manager	Ajello, Tara
Senior Consultant	Allen, Chris
	Torriente, Susy
Water Resources Senior Technical Consultant	Benson, Kathryn
	Matichich, Mike
	McElvaney, Shannon
	Moyer, Paul
	Pica, Leisha
	Potts, Andy
	Schmidt, Holly
	Speicher, Dan
	Wile, Lynn
Water Resources Technical Consultant	Bird, Jason
	Danyluk, Joseph
	Hu, Andy
	Ibendahl, Elise
	Sarmiento, Victor
	Solaun, Leticia
Water Resources Professional III	Beck, Susan
	Bishton, Keith
	Corcutt, Tahne
	Finneran, Courtney
	Frie, Shelly
	Hamblen, Kit
	Jantzen, Tyler
	Lusk, Howard
	Natarjan, Shankar
	Rovalo, Juan
	Salas, Cheri
	Schelpe, Charles
	Wible, Dan

CLASSIFICATIONS	STAFF
Water Resources Professional II	Brainoo, Emmanuel
	Brand, Amy
	Corona, Jonathan
	Davenport, Jill
	Hamilton, Kylee
	Rayburn, Cory
	Shoffner, Joe
	Zeilman, Zack
Water Resources Professional I	Baldwin, Daniel
	Dever, Megan
	Eggenberger, Madeline
	Giltinan, Yilin
	Gurney, Rashi
	Hesse, Christie
	Roussel, Ellen
	Sirianni, Marra
Sr. Planner/Sr. Landscape Architect	Culter, Paul
	Friesen, Matthew
	Paul, Jade
Planner/Landscape Architect	Rominger, Leah
	Savarese, David
	Summerbell, Jim
GIS Professional II	Varies
GIS Professional I	Varies
CADD Tech II	Varies
CADD Tech I	Varies
Cost Estimator II	Tweneboa-Kodua, Augustus
Cost Estimator I	Varies
Publications Support	Varies
Administrative Support	Varies

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Jacobs Engineering Group Inc. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction, or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 24-DES-RFP-273a (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence, or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination, or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination, or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with the standard of care of like professionals customarily found in the general area of the project and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the

Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor will be provided a 72-hour notification window to allow for all phases of the Contractor's incident response and cybersecurity forensics processes.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
DocuSigned by: Lynn M. Wile

Printed Name and Title: Lynn M. Wile Client Account Manager

Date: 3/7/2024 _____

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction, or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 24-DES-RFP-273a (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence, or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination, or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination, or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve, or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with the standard of care of like professionals customarily found in the general area of the project and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices (“Device”) during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County’s or Contractor’s security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

I will be provided a 72-hour notification window to allow for all phases of the Contractor’s incident response and cybersecurity forensics processes.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state, and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation, or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed: