



**ARLINGTON COUNTY, VIRGINIA**

**STANDARD FORM AGREEMENT No. 24-AED-SFA-358**

**THIS AGREEMENT** ("Agreement") is made on 9/1/2023 between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Molly McCracken, with a principal place of business located at 2601 N Potomac Street, Arlington, Virginia 22207 ("Contractor").

1. The Contractor agrees to design one interactive Artwork (Artwork) in collaboration with the County's Special Projects Curator (Project Officer) for the Arlington Art Truck Project (Art Truck) as described in Exhibit A. The "Contract Documents" consist of:

This Agreement  
Exhibit A – Scope of Work  
Exhibit B – Contract Pricing

2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Contractor shall provide the goods or services covered by the Contract beginning on December 1, 2023. Unless terminated as provided below, the Agreement shall continue until July 31, 2024.
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, in accordance with Exhibit B, Payment Schedule, up to the maximum amount of \$9,112.12. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment. All payments will be made from the County to the Contractor via ACH.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

- 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 Agreement; 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.
8. The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

9. The County may terminate this Agreement by 30 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the termination notice.
10. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
11. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
12. The Contractor shall provide a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. 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.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability,

Premises/Operations and, where applicable to the services, Products Liability, Explosion, Collapse and Underground Hazards (XCU), and Independent Contractors. Evidence of Contractual Liability coverage shall be typed on the certificate.

- Additional Insured – The County, The County Board of Arlington County, Virginia, and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation, automobile liability, and professional liability; and the additional insured endorsement must be typed on the certificate or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects to all named above.
- 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.
- Claims-Made Coverage - If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist and/or the Agreement remain the same. The Contractor must either:
  - Provide Certificates of Insurance evidencing the claims-made coverages for a period of two years after final payment for the Contract or the end of the warranty period, whichever is greater, to ensure the coverage is in effect. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract,

**or**

- Purchase an extended (minimum two years or the end of the warranty period, whichever is greater) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- Contract Identification - All insurance certificates must state this Contract's number and title.

Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

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/or self-insured retention and may require a lower self-insured retention; that funds equal to the lower self-insured retention be placed in escrow; a certificate of self-insurance collateral; or another mechanism to guarantee the amount of the self-insurance 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.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. 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.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

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

13. The Contractor agrees as follows:

- 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 Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every

subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

14. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately provided services and activities.
15. The Contractor must (i) provide a drug-free workplace for the Contractor's 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 marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of 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 in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.
16. 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.
17. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
18. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
19. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
20. 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.
21. 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.

22. 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.
23. The County does not discriminate against faith-based organizations.
24. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
25. 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](mailto:business@arlingtonva.us).
26. 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 Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.
27. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
28. 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.

29. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**TO THE CONTRACTOR:**

Molly McCracken  
2601 N Potomac Street  
Arlington, VA 22207  
Phone: 202-368-8474  
Email: [mccracken.molly@gmail.com](mailto:mccracken.molly@gmail.com)

**TO THE COUNTY:**

The County Project Officer  
Cynthia Connolly, Special Projects Curator  
Arlington Economic Development  
1100 N Glebe Rd, Suite 1500  
Arlington, Virginia 22201  
Phone: (703) 228-0818  
Email: [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)

AND

Dr. Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto: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

30. 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.

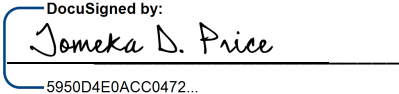
The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

- 31. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
- 32. This Agreement may be modified only by written amendment.
- 33. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
- 34. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MOLLY MCCRACKEN

SIGNED:  5950D4E0ACC0472...

SIGNED:  64A6FDFC1AF94DB...

PRINTED NAME: Tomeka D. Price

PRINTED NAME: Molly McCracken

PRINTED TITLE: Procurement officer

PRINTED TITLE: Artist

DATE: 9/1/2023

DATE: 8/29/2023



## EXHIBIT A SCOPE OF WORK

### **Project Overview:**

The Contractor shall design one interactive Artwork (Artwork) in collaboration with the County's Special Projects Curator (Project Officer) for the Arlington Art Truck Project (Art Truck).

"What is Your Guidepost: Make Your Own Cairn" (working title) engages Visitors to think about what is important to them in their immediate surroundings through a series of eight community activations at the Arlington Art Truck featuring an artist-guided postcard making project. The Visitors will select a 4"x6" card made from re-used paperboard, then choose paper "rocks" from artist-designed viewing boxes (as one might find looking into a stream or lake and finding a rock) and collage with glue into a pile of colorful rocks (cairn) on the postcard. On the addressee side of the postcard, Visitors will write their name and address as well as several words expressing what makes their cairn, marks their path, guides their way or what is most important to them that day in their surroundings. Postcards will be stored in a locked box and mailed back to the Visitors at the completion of the project. The postcards will be photographed without any identifying information (name and address) and posted in social media.

### **The Contractor shall:**

- Develop and participate in interactive project(s) for the Art Truck, with activations in Summer 2024 (June and July 2024).
- Provide **the components of the Artwork, to include:**
  - Four (4) to six (6) viewing boxes in which paper "rocks" are stored and Visitors use to select their "rocks"
  - Wheat-paste glue that is made weekly and stored in re-usable plastic jars with brushes.
  - 600 hand-cut 4"x6" postcards made from reused cereal and cracker boxes
  - 3000 paper "rocks" cut and designed by the contractor
- Provide their own images used for promotional purposes as outlined in the timeline below;
- Adhere to the timeline below;
- Participate in up to eight (8) activations. During the activations, the Contractor shall:
  - Assist the Participants in instructing how to interact with the Artwork;
  - Support the Community Partners (Partners) by introducing the Participants to the Partners when the opportunity arises. The Partner for this project is the Arlington Neighborhoods Program. A representative from our Community Partner will be on site to discuss topics addressed during activation. Additional Partners for this project may be added at a later date;
  - Meet the Project Officer at the Arlington Art Truck, at each activation site and time. The Contractor must arrive 60 minutes before site activation for set up and stay 30-60 minutes after activation for breakdown. The Project Officer reserves the right to change this requirement after Arlington Art Truck activations occur, and shall notify the Contractor by text or email, if a need for revision is observed;
  - Load and unload the Arlington Art Truck with County staff;
  - The final artwork created will be the property of the Contractor.

### **The County will provide:**

- One (1) or more County staff person/s to manage Art Truck needs, which includes some assistance for the Contractor;
- The Art Truck shall contain the following supplies and equipment:

- Two (2) A-frame signs to promote activation on site;
- Supplies and Artwork contained in the Art Truck and brought to each activation site by County staff, as scheduled;
- Additional supplies if needed through guidance of the Contractor, up to \$500 in expenditures;
- Two (2) six-foot (6') tables and up to twelve colorful folding (12) chairs, if needed;
- A Lucite drop box for postcards to be “mailed”
- Postcard stamps for postcards
- White stickers to use to write address on postcard
- Partner(s) with information rack card(s) describing their mission(s);
- Electricity from the Arlington Art Truck, if needed;
- Floor plan of the Arlington Art Truck for the Contractor to build components that easily fit in the Truck.

**Cancellation Terms**

During the contracted dates, the Contractor will perform up to eight (8) activations of up to seven hours and 30 minutes (7.5 hours). Activations that are cancelled, with the approval of the Project Officer, will be rescheduled during the contracted time period, unless the County determines that rescheduling is not possible.

Cancellation of an event will be determined as follows:

- Morning events (9am-12noon): cancellation will be decided by 7am the same day.
- Afternoon events (12noon-5pm): cancellation will be decided by 9am the same day.
- Evening events (5-10pm): cancellation will be decided by Noon the same day.

Cancellation will be determined by the Project Officer or other assigned County staff. The Project Officer will notify the Contractor of cancellation via email, text or phone.

**Project Timeline:**

- Tuesday, January 2, 2024: First payment is sent to Contractor to build the Artwork.
- Wednesday, January 31, 2024: 5-10 High resolution photographic images (5mb each) of in progress Artwork, to date, to be sent to the Project Officer by email to [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us). (to be used for promotional purposes).
- Wednesday, March 20, 2024: Physical components of the Artwork to be ready for activation, and a mock activation will occur on County property.
- Saturday, June 1, 2024: The Contractor must be available for activations to take place in June and July 2024.
- July 2024: Second payment made to Contractor for activations.

**Marketing and Promotion:**

- All photographs and videos taken by the County during all events are the property of the County and may be used for marketing in print media, social media, web. Artist may also take photographs or have photographs taken with a photographer and disseminate on social media and their websites and will tag and mention Arlington Art Truck and hashtags as listed below.
- Artwork commissioned for this project cannot be displayed to the Public before the scheduled activations and events.
- Before printing any final Artwork or marketing materials, all materials must be approved by the Project Officer and the County Cultural Affairs Marketing Director, Jim Byers ([jbyers@arlingtonva.us](mailto:jbyers@arlingtonva.us))

- When posting to social media, these hashtags are required for this project: #arlingtonarts #arttruckarlington @Arl\_arts @arttruckarlington

**EXHIBIT B  
PAYMENT SCHEDULE**

<b>PAYMENT DATE</b>	<b>ACTIVITY</b>	<b>AMOUNT</b>
JANUARY 2, 2024	BUILD OUT OF THE ARTWORK (INCLUDES TIME AND MATERIAL DEVELOP THE ARTWORK,)	\$4887.12
JULY 2024	ACTIVATIONS AT THE FOLLOWING RATE: <ul style="list-style-type: none"><li>• CONTRACTOR: \$65/HR. WHILE WORKING ON-SITE COUNTY EVENTS. EST. 65 HOURS TOTAL FOR 8 EVENTS</li></ul>	\$4,225.00
<b>TOTAL ESTIMATED PROJECT COST</b>		\$9,112.12