



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

CONTRACT AWARD COVERPAGE

TO: JAMES CORNER FIELD OPERATIONS, LLC 4 BRYANT PARK, FLOOR 11 NEW YORK, NEW YORK 10018	DATE ISSUED: 11/28/2023 CONTRACT NO: 23-DPR-RFP-423 CONTRACT TITLE: GATEWAY PARK MASTER PLAN
--	--

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. 23-DPR-RFP-423 including any attachments or amendments thereto.

EFFECTIVE DATE: 11/28/2023
EXPIRES: 12/31/2024
RENEWALS: 1 RENEWAL 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> JUSTIN JACKSON	<u>VENDOR TEL. NO.:</u> (215) 644-3997 x 229
<u>EMAIL ADDRESS:</u> JJACKSON@FIELDOPERATIONS.NET	
<u>COUNTY CONTACT:</u> MAX EWART (DPR)	<u>COUNTY TEL. NO.:</u> (703) 228-5142
<u>COUNTY CONTACT EMAIL:</u> MEWART@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Procurement Officer	11/28/2023
	Title	Date



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

AGREEMENT NO. 23-DPR-RFP-423

THIS AGREEMENT is made, on the date of execution by the County between James Corner Field Operations, LLC, 4 Bryant Park, Floor 11, New York, NY 10018 ("Contractor"), a Pennsylvania Limited Liability Company 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 - Gateway Park Master Plan & Design Guidelines VDOT Conditions

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 contractor services for the Gateway Park 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 December 31, 2024 ("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 one additional 12-month period, from January 1, 2025, until December 31, 2025 (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 December 31, 2024 ("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 Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will reimburse the Contractor for all expenses associated with materials that the parties agree are necessary to support public meetings and community engagement, including but not limited to handouts, large-format mounted boards, site plans and/or physical models. To receive reimbursement, the Contractor must provide receipts, and reimbursements will be at cost with no mark-ups.

9. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For

employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles

10. 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.

11. 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.

12. 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.

13. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorneys' fees), charges, liability, demands or exposure but only to the extent they are resulting from, arising out of or in any way connected with the Contractor's negligent acts or omissions, including the negligent 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 all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. 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, hold harmless, and indemnify the County Indemnitees, as defined above, from and against claims, losses, damages, injuries, fines, penalties, costs (including reasonable 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, 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 resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. COPYRIGHT AND OWNERSHIP OF WORK PRODUCT

The Contractor and Arlington County warrant that in transmitting work product, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

The Contractor and the Contractor's subcontractors will be deemed the authors and owners of their respective work product, including all materials, and will retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of work product to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's subcontractors.

The Contractor grants to the County a nonexclusive license to use the Contractor's work product solely and exclusively for the purposes of planning, using, maintaining, programming, and adding to the project, provided that the County substantially performs its obligations under this Agreement, including prompt payment of all sums. The Contractor will obtain similar nonexclusive licenses from the Contractor's subcontractors consistent with this Agreement. The license granted under this section permits the County to authorize the County's subcontractors and separate contractors to reproduce applicable portions of the work product solely for use in performing services for the project. If the Contractor rightfully terminates this Agreement for cause, the license granted in this Section will terminate. The Contractor will be allowed to retain copies of its work product and reuse standard or existing specifications, documents and details for other projects.

The terms of this Section will not apply if the County rightfully terminates this Agreement for cause.

Any unauthorized use of the work product by the County will be at the County's sole risk and without liability to the Contractor and the Contractor's subcontractors.

The provisions of this Section shall survive the termination of this Agreement.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and 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. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. 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.

33. 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.

34. AMENDMENTS

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

35. 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.

36. 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.

37. 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.

38. ARBITRATION

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 CONFIDENTIAL INFORMATION.

44. 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.

45. 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.

46. 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:

Justin Jackson, Senior Associate
James Corner Field Operations
4 Bryant Park, Fl 11
New York, New York 10018
Phone: (215) 644-3997 x 229
Email: jjackson@fieldoperations.net

TO THE COUNTY:

Max Ewart, Project Officer
Arlington County Government
2100 Clarendon Boulevard, Ste 414
Arlington, Virginia 22201
Phone: (703) 228-5142
Email: mewart@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

47. 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.

48. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. 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. 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.
- e. 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.
- f. 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.
- g. 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.

50. 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

JAMES CORNER FIELD OPERATIONS, LLC

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

AUTHORIZED DocuSigned by:
SIGNATURE: Sarah Weidner Astheimer
15AF9B04FA1F4FA...

NAME: Lucas Alexander

NAME: Sarah Astheimer

TITLE: Procurement Officer

TITLE: Partner

DATE: 11/28/2023

DATE: 11/27/2023

EXHIBIT A - SCOPE OF WORK

SCOPE SUMMARY

The scope of work for the Gateway Park project (“Project”) includes the 3.6-acre site bound by Langston Boulevard to the north and south, North Lynn Street to the east and North Nash Street to the west. The park is bisected by Fort Myer Drive and sits above a capped section of I-66. The Francis Scott Keep Bridge connecting Rosslyn to Georgetown is to the north and the nearby Mount Vernon Trail and Custis Trail are located to the east and west, respectively. The park is surrounded by a closed hotel and a series of mostly mixed-use developments.

The Contractor will lead the Park Master Plan (PMP), serving as the prime contractor shaping the major design elements and vision of the Project, with the support of a team of subconsultants (collectively, “Design Team”).

The Project will build upon Arlington County’s 2019 Public Spaces Master Plan (PSMP) and the 2015 Rosslyn Sector Plan and will be developed in collaboration with the County. The Park Master Plan will be delivered over a 12-month period and will be comprised of the key phases noted below:

- Phase 1: Data Collection and Assessment (1.5 months)
- Phase 2: Community Visioning and Concept Development (7.5 months)
- Phase 3: Commission Review and Concept Refinement (1.5 months)
- Phase 4: Plan Adoption (1.5 months)

PHASE 1: DATA COLLECTION AND ASSESSMENT

(1.5 months)

Upon Project commencement and written authorization to proceed, the Design Team will review pertinent background information and applicable policy and plan documents provided by the County to verify characteristics of the site. Research of the site and its context will be done by various team members and topically organized, including analysis of soil testing results, a photographic survey of the site and surrounding area, solar orientation, topography, existing and proposed utilities, site structures and facilities, circulation and connectivity, existing tree canopies, usage and user group patterns, and demographic analysis of site conditions. It will result in a series of diagrams, maps, and analytical inventories that not only describe the site but also provoke specific recommendations for the overall Park Master Plan in a summary of key challenges and opportunities. A preliminary list of diagrams is as follows:

- Existing Soil Assessment
 - Existing Soil Testing Results (as provided by the County)
 - Soil Performance and Quality Control
 - Assessment Narrative
- Photographic Existing Conditions Survey
 - Gateway Park and Surrounding Area photo montage
 - Parks, Public Space and trails
 - Survey of Events and programming & Space Requirements
- Existing Solar Orientation
 - Sun/Shadow studies w/ 3-D model and parametric environmental analysis software
- Existing Topography (as provided by the County) and Site Drainage
 - Site Topography
 - Accessible Routes
 - Site Drainage
- Existing and Future Utilities (as provided by the County)
 - Water, Sewer, Stormwater, Recycled Water, Energy, Gas & Communications
 - Easements

- Existing Structures and Facilities
- Circulation and Connectivity
 - Non-Vehicular Circulation, Bike Routes, Bike Share
 - Vehicular Access, Circulation, and Connectivity
 - Existing Parking
 - Transit Access, Connectivity and Circulation
- Existing Tree Canopies (as provided by the County)
- Usage and User Group Patterns
- Demographic Analysis of Current and Future Site Conditions
- Urban Open Space Amenities

At the end of Phase 1, the Design Team will produce a report that includes the detailed results of site research, analysis and investigations. The Design Team anticipates content from the Phase 1 report to facilitate a site reading or “narrative of place” that will be critical to engage stakeholders as part of Phase 2 described below.

Phase 1 Deliverables
<ul style="list-style-type: none"> • Existing Conditions Report (Narrative, Diagrams & Maps, Images, Analysis) with one (1) round of revisions to respond to County comments

Phase 1 Meetings
<ul style="list-style-type: none"> • Kick-off Meeting and Site Visit with the County
<ul style="list-style-type: none"> • Biweekly Design Team Coordination Meetings

PHASE 2: COMMUNITY VISIONING AND CONCEPT DEVELOPMENT

(7.5 months)

Before Phase 2 work begins, the County will provide the Contractor and Design Team with an estimated construction budget to guide the design and development of the park concepts and final Park Master Plan. In collaboration with the County, the community, and the other key stakeholders, the goal of Phase 2 is to synthesize a list of key challenges and opportunities and to put forth a series of design provocations that highlight key frameworks and potential strategies. During this period of engagement and design, the Design Team will host three community meetings and at least one online engagement survey, typically done through an online form, for each community meeting. This engagement will be available for two weeks after the community meeting, with the content of the engagement available online and determined by the County Project Officer. Presentation material for each of the three community meetings and online engagement periods will be delivered to the County seven days prior to the scheduled meeting or engagement release date and must be approved by the County Project Officer. During the seven-day period, the Design Team will participate with the County in one virtual meeting to discuss County-requested revisions and another to prepare for the community meeting.

2.1 Community Meeting #1: Generate (educate, inform,inspire)

In collaboration with the County, the Contractor and Design Team will initiate outreach and engagement, using the Existing Conditions Report from Phase 1 as the framework for Community Meeting 1. The goal is to create an inspirational Narrative of Place while sharing challenges and limits associated with the Project. The team will listen and learn, collect input on key opportunities and challenges and identify common values, goals, and themes. The meeting will include using an interactive visioning exercise to generate recommendations from the community regarding challenges, opportunities and aspirations for the park’s future.

A preliminary list of topics for Community Meeting 1 is as follows:

- Site History and Future

- Existing Site Conditions
- Future Site Conditions
- National Landing Context
- Board Adopted Plans
- Interactive Visioning Exercise
 - Park Amenities
 - Existing Characteristics
 - Challenges and Opportunities
 - Preferred Future Amenities and Characteristics
 - Desire to change park Name
- Public Process Schedule

Upon review the draft Community Meeting 1 materials, the County will provide consolidated written feedback, which and the Design Team will incorporate into the final materials. The County will reserve an appropriate meeting room (if in-person), advertise the meeting, develop a project website, and create and retain a sign-in sheet. The Design Team will prepare a digital presentation and video with an interactive form for online participation from the community. After the meeting, the Design Team will deliver meeting minutes to the County.

Phase 2.1 Deliverables
<ul style="list-style-type: none"> ● Draft Community Meeting 1 presentation and material with one round of revisions to respond to County comments
<ul style="list-style-type: none"> ● Community Meeting 1 presentation and material (virtual or in-person)
<ul style="list-style-type: none"> ● Community Meeting 1 meeting minutes
Phase 2.1 Meetings
<ul style="list-style-type: none"> ● Draft Community Meeting 1 County review meeting
<ul style="list-style-type: none"> ● Community Meeting 1 County prep meeting
<ul style="list-style-type: none"> ● Biweekly Design Team coordination meeting

2.2 Civic Engagement Online Form 1

Concurrently with Community Meeting 1, the Contractor and Design team will collaborate with the County to develop graphics and text to inform the Civic Engagement Online Form. This form will be a mirror of the material used for Community Meeting 1 and will solicit feedback on park amenities and characteristics desired by the public. The County is responsible for the format and publishing of the form to the County website. After two weeks of online engagement, the County will summarize the results and provide a Civic Engagement Report to the Design Team for analysis.

Phase 2.2. Deliverables
<ul style="list-style-type: none"> ● Online Engagement Form
Phase 2.2. Meetings
<ul style="list-style-type: none"> ● Civic Engagement Report review

2.3 Preliminary Park Concepts

The Contractor and Design Team, in close collaboration with the County, will develop up to three, as determined by the project management team, preliminary park concepts that are inspired and informed by analysis and priorities identified during Community Meeting 1 and the Community Engagement Report. The preliminary park concepts will emphasize place-making, program strategies, park connectivity and access in a comprehensive and legible framework for the overall Park Master Plan. The team will create 3-D models, diagrams, plans, sections, and other visuals that will powerfully illustrate the park.

Phase 2.3. Deliverables
<ul style="list-style-type: none"> • Preliminary Park Concept Plans (diagrams, plans, sections, imagery) with one round of revisions to respond to County comments
Phase 2.3. Meetings
<ul style="list-style-type: none"> • Preliminary park concept review meeting
<ul style="list-style-type: none"> • DES concept review meeting
<ul style="list-style-type: none"> • Biweekly Design Team coordination meeting

2.4 Community Meeting 2: Evaluate (Excite, Revise, Agree)

In Collaboration with the County, the Contractor and Design Team will continue outreach and engagement regarding the three preliminary concept plans. The team will present a summary of Community Meeting 1 and a description of how that information informed the preliminary park concepts, along with the three preliminary park concepts. The goals of the meeting will be to solicit potential park names and gather input on which park concept, or combination of park elements, the community prefers. The team will use an interactive visioning exercise to gather additional feedback about the appropriate balance between spaces, programs, stormwater management, connectivity and nature. RA preliminary list of topics for Community Meeting 2 is as follows:

- Summary of Community Meeting 1
- Preliminary Park Concepts
 - Schemes
 - Themes
 - Features
- Interactive Visioning Exercise
 - Preliminary Concept Plan Evaluations
 - Park Name (dependent on the responses from first engagement)
- Public Process Schedule

Upon review of the draft Community Meeting 2 materials the County will reserve an appropriate meeting room (if in-person), advertise the meeting, develop a project website, and create and retain a sign-in sheet. The Design Team will prepare a digital presentation and video with an interactive form for online participation from the community. After the meeting, the Design team will deliver meeting minutes to the County.

Phase 2.4. Deliverables
<ul style="list-style-type: none"> • Draft Community Meeting 2 presentation and material with one round of revisions to respond to County comments
<ul style="list-style-type: none"> • Community Meeting 2 presentation and material (virtual or in-person)
<ul style="list-style-type: none"> • Community Meeting 2 meeting minutes
Phase 2.4 Meetings
<ul style="list-style-type: none"> • Draft Community Meeting 2 County review meeting
<ul style="list-style-type: none"> • Community Meeting 2 County prep meeting
<ul style="list-style-type: none"> • Biweekly Design Team coordination meeting

2.5 Civic Engagement Online Form #2

Concurrently with Community Meeting 2, the Contractor and Design Team will collaborate with the County to develop graphics and text to inform the Civic Engagement Online Form. This form will be a mirror of the material used for Community Meeting 2 and will solicit feedback on park amenities and characteristics desired by the public. The County is responsible for the format and publishing of the Civic Engagement Online form to the County website. After two weeks of

online engagement, the County will summarize the results and provide a Civic Engagement Report to the Design Team for analysis.

Phase 2.5. Deliverables
<ul style="list-style-type: none"> • Online Engagement Form
Phase 2.5. Meetings
<ul style="list-style-type: none"> • Civic Engagement Report review

2.6 Draft Park Concept Plan

The Contractor and Design Team, in close collaboration with the County, will develop a Draft Park Concept Plan that is inspired and informed by feedback and priorities identified during Community Meeting 2 and the Community Feedback Reports. The Draft Park Concept Plan will include, at a minimum, an illustrated and annotated concept plan, an estimate of probable construction costs, probable phasing, and design guidelines, with an emphasis on place-making, program strategies, park connectivity and access in a comprehensive and legible framework for the overall Park Master Plan. The team will create 3-D models, diagrams, plans, sections, and other visuals that will powerfully illustrate the park.

Phase 2.6. Deliverables
<ul style="list-style-type: none"> • Draft Park Concept Plans (diagrams, plans, sections, imagery) with one round of revisions to respond to County comments • Draft Design Guidelines with one round of revisions to respond to County comments • Draft Cost Estimate
Phase 2.6. Meetings
<ul style="list-style-type: none"> • Draft Park Concept Plan County review meeting • DES Concept review meeting • Biweekly Design Team coordination meeting

2.7 Community Meeting 3: Validate (Empower, Confirm, Endorse, Support)

In Collaboration with The County, the Contractor and Design Team will share the Draft Park Concept Plan, which will reflect community and stakeholder feedback and the values and goals identified in Community Meeting 2 and Civic Engagement Report 2. This is an opportunity for community members to validate the concept against the input, site constraints and budget identified during the public engagement process. A preliminary list of topics for Community Meeting 3 is as follows:

- Summary of Community Meeting 3
- Draft Park Concept
- Interactive Visioning Exercise
 - Draft Concept Plan Evaluations
 - Park Name
- Cost Estimate
- Public Process Schedule

Upon review the Draft Community Meeting 3 material, the County will reserve an appropriate meeting room (if in-person), advertise the meeting, develop a project website, and create and retain a sign-in sheet. The Design Team will prepare a digital presentation and video with an interactive form for online participation from the community. After the meeting, the Design Team will deliver meeting minutes to the County.

Phase 2.7. Deliverables
<ul style="list-style-type: none"> • Draft Community Meeting 3 presentation and material with one round of revisions to respond to County comments
<ul style="list-style-type: none"> • Community Meeting 3 presentation and material (virtual or in-person)
<ul style="list-style-type: none"> • Community Meeting 3 Meeting minutes
Phase 2.7. Meetings
<ul style="list-style-type: none"> • Draft Community Meeting 3 County Review meeting
<ul style="list-style-type: none"> • Community Meeting 3 County prep meeting
<ul style="list-style-type: none"> • Civic Engagement Report review

2.8 Draft Park Master Plan

With feedback and input from the County and community, the Contractor and Design Team will refine the work completed in Phase 2.7 for the Final Park Master Plan Report. In addition to narrative, overall site plans, and detailed plans for key places, the report will include a comprehensive community engagement process, summary of community feedback results, Park Concept Plan, and a revised, final estimate of probable construction costs. The team will also update the design guidelines to ensure ongoing development of the Project is cohesive and reflective of the place.

Phase 2.8 Deliverables *all revisions are in future phases
<ul style="list-style-type: none"> • Park Concept Plan – Two PDFs (24x36, 8.5x11) & CAD file
<ul style="list-style-type: none"> • Park Master Plan Report - PDF (8.5x11)
<ul style="list-style-type: none"> • Probable Construction Cost Report – PDF (8.5x11)
<ul style="list-style-type: none"> • Design Guidelines – PDF (8.5x11)
Phase 2.8. Meetings
<ul style="list-style-type: none"> • PMP County Review meeting
<ul style="list-style-type: none"> • DES PMP Review meeting
<ul style="list-style-type: none"> • Biweekly Design Coordination meetings

PHASE 3: COMMISSION REVIEW AND CONCEPT REFINEMENT

(1.5 months)

Upon completion of the Park Concept Plan, the County Project Manager will present the Park Concept Plan to various Arlington County Commissions. If needed, the Contractor will revise the final draft of the Park Concept Plan. The County will communicate the edits to the Contractor through a virtual meeting once the Commission presentations conclude. The County project manager will ask the Parks and Recreation Commission to select a preferred park name to recommend to the County Board. The Consultant and/or Design Team is not expected to attend the commission meetings.

Phase 3. Deliverables (if required)
<ul style="list-style-type: none"> • One revision to the Park Concept Plan – Two PDFs (24x36, 8.5x11) & CAD file
Phase 3. Meetings (if required)
<ul style="list-style-type: none"> • One County Park Concept Plan Review meeting

PHASE 4: PLAN ADOPTION

(1.5 months)

Upon recommendation from the County Commissions, the County Project Manager will work with County staff to present the final draft Park Concept Plan and recommended park name, if necessary, to the Arlington County Board. The Contractor is not expected to attend this meeting. If needed, the Contractor and Design Team will revise the plan based on actions by

the County Board. The County will communicate the edits to the Contractor via virtual meeting once the County Board meeting concludes.

Phase 4. Deliverables (if required)
<ul style="list-style-type: none"> • One revision to the Park Concept Plan – Two PDFs (24x36, 8.5x11) & CAD file
Phase 4. Meetings (if required)
<ul style="list-style-type: none"> • One County Park Concept Plan review meeting

PHASE 5: MEETINGS AND COORDINATION

(1.5 months)

In addition to the public engagement meetings identified above, meetings between the Contractor and the County will include, at a minimum, the following:

Phase 5. Meetings
<ul style="list-style-type: none"> • Kick-off meeting and site visit – (1 meeting)
<ul style="list-style-type: none"> • DPR progress updates – (10 meetings)
<ul style="list-style-type: none"> • DES stormwater management expectations – (3 Meetings-identified above in Phase 2)
<ul style="list-style-type: none"> • Biweekly Design coordination meetings – (Design Team) (These are in addition to the meetings described above.)

ASSUMPTIONS:

- The Contractor will have no responsibility for the discovery, presence, handing, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

EXCLUSIONS:

- Topographical Survey;
- Legal descriptions of property;
- Venue rentals and other items that incur fees related to community engagement;
- LEED/SITES and other sustainability consulting;
- Geotechnical Services, Soil and subsurface testing;
- Professional physical models;
- Professional renderings and/or animations (this refers to 3-D modeling and rendering performed by outside rendering firms beyond the Consultant’s normal, high-quality visualizations);
- Obtaining permits;
- Revisions beyond that which are stated in the scope of services;
- Professional and drone photography;
- Deliverables and meetings not specifically identified in summary tables;
- Work that exceeds reasonably agreed upon timeframes and schedule.

COUNTY’S RESPONSIBILITIES:

- The County will provide to the Contractor all information concerning the County’s requirements for the Project, including base plans to an appropriate scale.
- The County will provide to the Contractor base data, maps, surveys, existing conditions drawings of the

existing buildings and related materials and information, if determined by the Project Officer to be readily available. This includes, but is not limited to, a topographical survey of the project area in PDF and AutoCAD format, structural analysis completed by an on-call engineering firm, an AutoCAD contractor Package, and existing and future utilities in PDF and AutoCAD format.

- The County will provide direction for and assistance with conceptual design development.
- The County will provide a construction budget for the Project at the start of Phase 2.
- The County will provide soil testing results with sufficient data to assess horticultural and structural considerations.
- The County will conduct timely and thorough review of materials and plan drafts as required to adhere to the Project schedule. Comments and feedback will be provided in a clear, consolidated format. Timely feedback on presentation materials (within two weeks of anticipated presentation) is requested.

EXHIBIT B – CONTRACT PRICING**James Corner Field Operations Fees:**

Phase	Project Stage	Fees
I	Data Collection and Assessment	\$60,600
II	Community Visioning and Concept Development	\$346,800
III	Commission Review and Concept Refinement	\$10,720
IV	Plan Adoptions	\$8,032
V	Meetings	\$16,400
	Sub-Total	\$442,522

Sub-Consultants' Fees:

Service	Firm	Fees
Design Civil Engineer	Magnusson Klemencic Associates	\$15,000
Local Civil Engineer	VIKA Virginia	\$5,000
Structural Engineer	Thornton Tomasetti	\$10,000
Cost Estimator	Dharam Consulting	\$8,400
Play Specialist (CPSI)	Earthscape Play Inc.	\$14,960
Soil Specialist	JBC	\$2,500
Horticulture Specialist	Bill McLaughlin	\$1,440
	Sub-Total	\$57,300

Fee Summary

Team Lump Sum	Total
	\$499,852

Additional Services

James Corner Field Operations	Estimated Fee
Additional Public Meeting - One (1) revision, County Review, Online Engagement	\$68,160
NTE Allowance for Traffic Engineering Consulting	\$20,000

Reimbursable Expenses

Phase	Project Stage	Estimated Fee
I	Data Collection and Assessment	\$2,211
II	Community Visioning and Concept Development	\$28,266
III	Commission Review and Concept Refinement	-
IV	Plan Adoptions	\$837
V	Meetings	(Included within Phases)
	Total	\$31,314

Hourly Rates

James Corner Field Operations Fees:	Hourly Rate
James Corner	\$600
Partner	\$380
Associate Partner	\$350
Director	\$290
Senior Associate	\$250
Associate	\$210
Project Designer	\$170
Designer	\$140
VIKA Virginia	
Principal	\$280
Associate Principal	\$250
Director	\$230
Senior Planning Manager	\$200
Vice President	\$250
Senior Associate	\$220
Associate	\$190
Senior Project Manager	\$180
Project Manager	\$160
Certified Arborist	\$180
Magnusson Klemencic Associates	
Senior Principal	\$400
Principal	\$350
Senior Associate	\$300
Associate	\$250
Senior Engineer	\$210
Engineer	\$175

Thornton Tomasetti	
Managing Principal	\$505
Senior Principal	\$450
Senior Vice President/Principal	\$415
Vice President/Associate Principal	\$395
Senior Associate	\$335
Associate	\$320
Senior Engineer	\$240
Engineer	\$220
Dharam Consulting	
Director	\$300
Senior Associate	\$260
Associate	\$205
Senior Consultant	\$175
Consultant	\$150
Earthscape	
Project Manager	\$110
JBC	
Principal	\$190
Senior Project Manager	\$120
Agronomist	\$225
Horticulturist	
Bill McLaughlin	\$120

EXHIBIT C - GATEWAY PARK MASTER PLAN & DESIGN GUIDELINES VDOT CONDITIONS

On December 11, 2021, The Arlington County Board approved a Land Use Permit from the Virginia Department of Transportation to the County Board of Arlington County, Virginia for the use of Gateway Park for public park purposes. The proposed Land Use Permit includes the following significant terms and conditions:

- The initial term of the Land Use Permit is for a period of 50 years. Upon mutual written agreement, the initial term may be extended for additional 5-year renewal terms.
- Subject to VDOT's right to enter, perform and approve acts set forth in the Land Use Permit, the County will have the exclusive right to use and occupy the permitted park premises for all public park and park-related purposes, and other uses commonly found in public parks.
- The permitted park premises include all fixtures, facilities and systems, including below- surface improvements, utility lines and systems exclusively serving the park, and the below surface shared storage room and stairwell that were constructed on the Park Bridge as part of VDOT Project 0066-000 102, B-698, B-699. The permitted park premises do not include the bridge tunnel walls, bridge tunnel and bridge support structures.
- The County may use and advertise any name desired by the County for the park, and may change the name at any time, and from time to time, subject to VDOT's written approval.
- The County will have the right to make alterations to the park fixtures, facilities and systems, including the pedestrian bridges, and below-surface utility lines, systems and improvements exclusively serving the park, provided that they do not impact the operation or safety, or compromise the structural integrity, of VDOT's roadway system.
- The County may not make such alterations to the park without VDOT's prior written consent, which consent shall not to be unreasonably withheld, conditioned, or delayed so long as the alterations do not impact the operation or safety of VDOT's roadway system.
- Any and all demolition plans require VDOT approval and written consent, as does the contractor's means and methods.
- The County is required, at its sole cost and expense, to perform all reasonably necessary routine, preventative and restorative maintenance and repairs to the park, including routine repair and maintenance of all structures and pedestrian bridges, landscaping, facilities, sanitary facilities and utility lines exclusively serving the park.
- During the term of the Land Use Permit, the County is required to maintain a policy of commercial general liability insurance in amounts: i) not less than five hundred thousand dollars (\$500,000.00) per occurrence, and ii) not less than \$25,000.00 per claimant, naming as additional insureds the Commissioner of Highways and employees of VDOT.
- The Land Use Permit may be terminated by either party upon sixty (60) days' written notice to the other party, if VDOT and the County mutually agree that the park is no longer needed for the County's permitted uses.
- Upon expiration or earlier termination of the Land Use Permit, the County will be required to remove all alterations to the park installed after issuance of the Land Use Permit, unless VDOT agrees that such alterations may remain.
- Any dispute between the parties in connection with the Land Use Permit shall be referred to the VDOT Commissioner of Highways, whose decision shall be final.

Additional information can be found in the [staff report here](#).