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

NOTICE OF AWARD OF CONTRACT

TO: MOSELEY ARCHITECTS
3200 NORFOLK STREET
RICHMOND, VA 23230

DATE ISSUED: October 5, 2016

CURRENT REFERENCE NO: 638-15-4

CONTRACT TITLE: DES – MULTIDISCIPLINARY A&E SERVICES

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.

Your firm is awarded the above referenced contract for A&E Services – Architectural & Engineering Specialization Area. The contract term covered by this Notice of Award is effective immediately and expires on September 30, 2017.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions, and specifications of Agreement No. 638-15-4 including any attachments or amendments thereto.

CONTRACT PRICING:
Refer to Attachment B to the Agreement (Contract Pricing).
Hourly rates firm through September 30, 2018. Price adjustments thereafter apply to base hourly rate only and will be based on CPI-U for April.

NOTICE:
CYNTHIA WILSON MUST AUTHORIZE CONTRACT USE BEFORE CONTACTING THE CONTRACTOR.

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

VENDOR CONTACT: Anthony Bell
VENDOR TEL. NO.: 804-794-7555
E-MAIL ADDRESS: tbell@moseleyarchitects.com

COUNTY CONTACT: Cynthia Wilson
COUNTY TEL. NO.: 703-228-4438
E-MAIL ADDRESS: cwilson@arlingtonva.us

CONTRACT AUTHORIZATION

Krystyna Hepler
Krystyna Hepler, CPPB
Assistant Purchasing Agent

10/05/2016
DATE

DISTRIBUTION

BID FOLDER: 1

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

AGREEMENT NO. 638-15-4

This Agreement (hereinafter "Agreement") is made, on the date of execution by the County, between Moseley Architects, 3200 Norfolk Street, Richmond, VA 23230 ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the following:

Agreement No. 638-15-4
Attachment A – Scope of Work
Attachment B – Contract Pricing

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 which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement".

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"), especially in Attachment A. As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to acquire professional architectural-engineering design and construction administration services for the County's facility construction and renovation projects – Architectural and Engineering (A&E) Specialization Area. It will be the Contractor's responsibility, at its sole cost, to provide the specific services sufficient to fulfill the purposes of Work set forth in the Contract Documents. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Attachment 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 Attachment B unless otherwise agreed by the parties in writing.

3. CONTRACT TERM

The Work will commence upon execution of this Agreement by the County and shall continue until September 30, 2017 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and the execution of an amendment by the parties, the County may authorize continuation of the Agreement under the same contract unit prices for not more than four (4) additional twelve (12) month periods. (Each such period shall be referred to as a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term are together the "Contract Term".

4. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Attachment B for the Contractor's completion of the Work described as required by the Contract Documents. The Contractor agrees that it will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement

5. PRICE ADJUSTMENTS

The Contract hourly rate(s) will remain firm until **September 30, 2018** ("Price Adjustment Date"). To request a rate adjustment, the Contractor or the County must submit a written request to the other party not less than sixty (60) days before the Price Adjustment Date. Changes in the Contract unit prices for ensuing years will apply to the Contract base rates only, and will not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, **Consumer Price Index**, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in April of each year of the Contract.

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 terminate the Contract, whether or not the County has previously elected to extend the Contract Term.

6. PAYMENT

The County will pay the Contractor monthly according to the provisions of this paragraph. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an approved invoice.

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

The number of the County Purchase Order by which shipments have been made or services performed must appear on all invoices, and invoices must be submitted in duplicate.

7. STANDARD OF CARE

In the performance or furnishing of professional services hereunder, the Contractor shall ensure that it and all its agents and employees exercise the degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform without additional compensation, any services not meeting this Standard.

8. QUALITY OF WORK

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, costs estimates, and other services or materials provided. The documents submitted by the Contractor shall represent a constructable, reasonable, code compliant, and acceptable architectural and/or engineering solution based on the scope of work, budget limitations, and other constraints. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Attachment A (Scope of Services) or services provided. The County's review, approval or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract.

9. DESIGN ERRORS AND/OR OMISSIONS

The Contractor shall be responsible for all damages resulting from its negligent performance of professional services, and other breaches of the applicable standard of care. Damages that County may incur include, but are not limited to 1) the County's own costs for labor and other in-house costs; 2) any resulting construction contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place; 3) any County delay damages; and 4) any judgments, fines or penalties against the County resulting from the Contractor's negligent performance of professional services or breach of the applicable standard of care.

The Contractor shall not be responsible for the cost to correct equipment or systems which should have been originally specified, except the Contractor shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the construction contractor's Contract Change Order as a result of Contractor's errors, omissions or negligence.

For the purposes of determining the Contractor's share of such costs for Work which has not yet been performed, the cost of work performed by the construction contractor's Change Order shall generally be presumed to be 15% greater than if the work had been included in the construction contractor's original Contract. The Contractor shall have the burden of disproving this presumption.

Upon determination that there may be Contractor financial responsibility involved, the Contractor will be contacted by the County in writing. The Contractor shall be advised of the design deficiency, informed that it is the County's opinion that the Contractor may be financially responsible, and request to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the Contractor should coordinate with the County to determine required technical support and timing to minimize delay costs.

10. DESIGN NOT-TO-EXCEED PROJECT COST

The County will provide the Contractor with a description of the project scope of work including information on functions, space requirements, special features, aesthetic requirements, authorized square footage and 'Design-not-to-exceed' construction budget.

The Contractor shall submit a cost estimate with each design phase submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor shall notify the County within five (5) business days of the issue becoming apparent and shall work with the County to redefine the design concepts such as space utilization, building efficiencies, and materials of construction, at no additional cost to the County, so that the estimated cost of construction does not exceed the budget. Substantial changes in the Project scope, such as those which affect the area or function of the proposed facility must be justified by the Contractor and approved by the County's Project Officer.

The Contractor shall provide to the County a final cost estimate that will be used by the County when obtaining competitive construction bids that shall not exceed the Contractor's final cost estimate by more than seven percent (7%). This amount shall be referred to as the Not-to-Exceed Project Cost. If the lowest competitive bid exceeds the Not-to-Exceed Project Cost, and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor shall provide cost estimates based on revised construction drawings and specifications at no additional cost to the County for a re-bid that will result in competitive bids that fall within the Not-to-Exceed Project Cost.

The Contractor's final cost estimate shall be commensurate with the level of design approved by the County, as requested by the County.

11. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for designing any project and administering the construction phase of any project under this Contract in accordance with Virginia Uniform Statewide Building Code, the Arlington County DES Vertical Infrastructure Standards, Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards, and other regulatory requirements applicable to a project. Nothing contained herein shall be construed as relieving any Contractor, professional design consultant, subcontractor, supplier, or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Department of Environmental Services and its Divisions, or the staff of any County agency client, in no way absolve any person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes and professional practice as required in projects for the County.

If the correction of a Code, Arlington County Vertical Infrastructure Standard or regulatory violation results in a Changer Order during construction, any additional costs incurred shall be borne by the party responsible for the violation.

12. ADA COMPLIANCE

All services provided by the Contractor shall be completed in accordance with the requirements of the Americans with Disabilities Act (ADA), and any other applicable regulations and standards. The parties agree that ADA compliance is a vital part of this contract.

The Contractor shall monitor Work performed by the General Contractor during the construction phase, and inform the County and General Contractor of any Work observed that does not conform with the ADA or other applicable requirements, to enable corrective action to be taken.

The Contractor shall hold the County harmless from any damages including reasonable attorney fees arising from the Contractor's negligent performance of professional services with regard to non-compliance with accessibility requirements under the ADA, and other applicable regulations and standards, under this Agreement. The Contractor shall be responsible for all costs related to permitting delays, redesign, corrective Work, and litigation relating to such negligent non-compliance.

Neither the Arlington County Inspection Services Division, nor any County staff and/or their third party inspection services, are responsible for verifying the design is in compliance with Contract Documents, the ADA, or other applicable requirements.

13. PROJECT OFFICER

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

14. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the services described in this Contract.

15. REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB).

16. PAYMENT OF SUB-CONTRACTORS

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 sub-contractor under this Contract:

A. Pay the sub-contractor 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 (7) 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 shall accrue on such outstanding balances at the rate of one percent (1%) per month.

The Contractor shall 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.

17. NON-APPROPRIATION

All funds for 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 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.

18. 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 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 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 such other contract(s). The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

19. COUNTY PURCHASE ORDER REQUIREMENT

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

20. REPLACEMENT OR AUGUMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors assigned to the project by the Contractor. 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 employees and employees of any of its subcontractors 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 will provide an interim Project Manager, subject to the County's written approval.

If the 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.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 the purpose of meeting the requirements of this section.

C. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an Equal Opportunity Employer.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, 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.

22. 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.

23. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, 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 a controlled substance or marijuana 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 more than $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of the work required by this Contract.

24. SAFETY

The Contractor must comply with, and ensure that its Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

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

The County may terminate this Contract at any time, as follows, if the Contractor is in breach or default or has failed to perform the Work satisfactorily, as reasonably determined by the County, or 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 date 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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. 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, in whole or in part, the request for Termination Costs 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 shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract

   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, as defined above, 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.

26. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, 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 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, 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.

27. 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 rights 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 letters of patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

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

28. COPYRIGHT

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

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

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

29. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated

by the Contractor or its subcontractors as a result of this Contract ("Records") are the exclusive property of the County and must be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly allow or cause such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents and will include this prohibition in its contracts and agreements with any subcontractors or third parties.

The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or his designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

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

30. 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; personally identifiable health information; social security numbers; addresses; dates of birth; other contact information or medical information about a person; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise; and any information entrusted to any affiliate of the parties. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

31. 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 by way of illustration and not limitation, 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.

32. COUNTY EMPLOYEES

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

33. 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.

34. 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, without any cost or expense to the County.

35. 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 legally 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.

36. ANTITRUST

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

37. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review by and 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 should comply with the following guidelines:

- printed double-sided on at least thirty percent (30%) recycled-content and/or tree-free paper;
- covers or binders made from recycled materials and recyclable and/or easily removable to allow for recycling of pages (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)

38. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years 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 within fifteen (15) calendar days of such 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 (5) years after the final payment, the Contractor must give the County at least thirty (30) days' notice, and must not dispose of the documents if the County objects.

39. ASSIGNMENT

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

40. AMENDMENTS

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

41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives, in whole or in part, any provision of the Arlington County Purchasing Resolution or any applicable County policy.

42. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact or 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, which is incorporated herein by reference and is available upon request from the Office of the Purchasing Agent. The Contractor must continue the Work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

43. 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.

44. ARBITRATION

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

45. 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.

46. NO WAIVER

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

47. 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 be remain in effect.

48. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Contract, nor any action taken by the County pursuant to this Contract, will constitute a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.]

49. 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 AND RETURN OF RECORDS; AUDIT; COPYRIGHT; CONFIDENTIAL INFORMATION, DATA SECURITY AND PROTECTION; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; AND NO WAIVER OF SOVEREIGN IMMUNITY.

50. HEADINGS

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

51. 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.

52. NOTICES

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

TO THE CONTRACTOR:
Anthony J. Bell
Moseley Architects
3200 Norfolk Street
Richmond, VA 23230

TO THE COUNTY:
Cynthia Wilson, Project Officer
Arlington County, Virginia
1400 N. Uhle St. Suite 403
Arlington, VA. 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

53. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

54. ACCESSIBILITY OF WEB SITE
If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content and/or format of any County web sites or the County's presence on third-party web sites, the Contractor must perform such work in compliance with the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101-12213 (amended 2008).

55. INSURANCE REQUIREMENTS
Before beginning work under the Contract, or any contract extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below, at a minimum. The Contractor must maintain such insurance until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverages 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. Guide.

a. Workers Compensation – Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000.
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 combined single limit coverage with $2,000,000 general 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 shall be typed on the certificate.
c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).
d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.
e. Additional Insured – The County, and its officers, elected and appointed officials, employees, and agents must be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement must be typed on the certificate.
f. Cancellation – All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or nonrenewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term the Contractor must notify the Purchasing Agent

immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement until the applicable statute of limitations for any claim has expired.
h. Contract Identification – All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self insurance component of any of the required policies. 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, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance or other mechanism to guarantee the amount of the deductible and ensure protection for the County.

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 also provide the County with its most recent actuarial report and a copy of its self- insurance resolution.

The Contractor must require all subcontractors to maintain the insurance coverages set forth above during the term of this Contract and must provide the subcontractors' certificates of insurance to the County immediately upon request by the County.

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

The Contractor is be responsible for the work performed under the Contract Documents 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 contracted for, and for all damage, wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor is 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: for

NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE: 10/05/2016

MOSELEY ARCHITECTS

AUTHORIZED SIGNATURE:

NAME AND TITLE: Anthony J. Bell III VICE PRESIDENT

DATE: 9/30/2016

Attachment A

SCOPE OF SERVICES

GENERAL

During the Contract Term, the County will identify various projects for which services will be required under this Contract. Work for any given task order may include one or more tasks as well as any combination/sequence of tasks identified below. Task orders may include coordination with departments internal to Arlington County Government, and may also involve presentations and meetings with citizen groups and review authorities external to County Government. Work will be performed primarily on County owned / leased buildings, or potential purchase or lease buildings.

TASK ORDER SCOPE OF WORK

Once the need for professional services is determined, a scope of work will be prepared by the County to specify the services required, to identify the criteria, limitations and parameters for the services and to describe the work product(s) expected of the Contractor. The scope may range from very general to very specific and will usually reference any related requirements.

The work under this contract may be initiated by one of several Arlington County Project Officers. The Project Officer must create a separate Purchase Order ("PO") for each task order. The Contractor shall not initiate the work prior to issuance of a valid County Purchase Order (PO).

PROFESSIONAL SERVICES

The architectural, civil, structural, mechanical, plumbing, and electrical portions of the task order shall be planned and designed by, or under the immediate supervision of, a licensed Architect or Engineer who has expertise in the particular discipline involved. Any sub-contracted work shall be performed by the consultants, associates, or subcontractors proposed by the Contractor during the selection process as part of the Contractor's team. The Contractor shall be solely responsible for any Work performed under this Contract by its consultants, associates or subcontractors.

In each assigned task order the Contractor must:

- Furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed task orders and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the County, and the time for review by the County, will be specified in each task order assignment.

- Furnish the number of final sets, interim sets, and copies of the work specified in each task order.

- Furnish complete, competent, properly coordinated, and thoroughly-checked design documents.

- Maintain security practices to prevent disclosure of information about task orders under this Contract to any individual or firm other than to the County except as may be required to obtain quotations for materials and supplies for subcontract work.

- Perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each task order assignment.

POTENTIAL TASKS – ARCHITECTURAL AND RELATED MULTI-DISCIPLINARY SERVICES SPECIALIZATION AREA

The County Project Officer will provide the Contractor with a task order assignment which may include some or all of the following tasks, and any other related tasks as required by the County Project Officer. The Contractor will be responsible for recommending specific required actions to address the task to the County Project Officer with the final decision resting with the County.

COMMUNITY PROCESS:

- The Contractor shall meet with the community to develop program and functional project requirements. Meetings are generally conducted during weekday evenings but Saturday meetings may be required. The number of meetings will be dependent on task order size and scope.
- The Contractor shall facilitate the meetings; prepare meeting summaries and other information as requested by the County.
- The meetings and all generated materials shall be accessible or distributed to the public by the County in person or through the project internet site.

FUNCTIONAL PROGRAM:

- The Contractor shall coordinate the collection of program data developed by the County in accordance with the task order requirements provided by the County, with input from the community regarding the project and proposed site. The data shall be organized into a cohesive, comprehensive and simple document that will be available to the community for review and comment, as required by the County.

SITE AND EXISTING DATA:

- The Contractor shall provide an engineering site survey of all existing improvements, utilities, principal vegetation and contours at no more than 2 feet intervals. This survey shall be coordinated with the Arlington County Engineering Bureau to identify any planned changes in the utilities serving or passing through or adjacent to the site.

SITE ANALYSIS:

- The Contractor shall conduct a site analysis based upon the data gathered in accordance with requirements provided by the County and refine the data into a proposed site plan and supporting documentation sufficient to meet the County expectations outlined in the Scope of Work of each task order.

PROJECT PHASING PLAN:

- The Contractor shall study the available data and propose a project phasing plan that reflects the program needs and schedule. In developing the plan, the Contractor shall consider, at a minimum, seasons of the year, demolition (if necessary), County schedule, availability of space, continuation of programs, and other applicable factors.

ESTABLISHING LEED TARGETS:

- The Contractor shall assist the County in the development of project registration under the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, or review of work prepared by others to confirm that the above project registration is achieved.
- Early in the design process the Contractor shall meet with the County and client staff to discuss and identify a LEED certification target appropriate to the project. This discussion shall focus on achieving a rating within the current LEED standard.
- The Contractor shall be responsible for maintaining an electronic file of the LEED rating target, and all subsequent supporting data suitable for submission to the USGBC upon completion of each construction phase.

DESIGN PHASE SERVICES:

- The Contractor must provide design and engineering services for each phase of the project (concept, schematic, design development, construction documents and contract documents). The design must be developed using computer based architectural depictions of each phase of the project and a narrative describing the project in sufficient detail for community and County Board review.
- The Contractor shall present this design at up to six (6) public or review meetings and make subsequent refinements as required by the County.
- The design proposal must be accompanied by a project cost estimate for all phases.

BID PHASE SERVICES:

- The Contractor shall provide electronic Bid Documents (to include, at a minimum, project drawings, specifications and pricing sheet) in a read-only format which is readily usable by the County and by all bidders.
- The Contractor shall assist the County in issuing Addendums to the solicitation, as appropriate, to interpret, clarify, or define the requirements of the Bid Documents. All Addendums shall be approved and issued by the County.
- The Contractor shall consult with and advise the County during bid review in regards to the qualifications of the potential General Contractor and reasonability of prices bid.
- When the lowest responsive and responsible bid exceeds the budgeted project cost, the Contractor shall assist the County in negotiating with the low bidder, and/or modify the bid documents, as appropriate, for reissuing the Invitation to Bid. If the County decides to negotiate with the low bidder to obtain a price acceptable for award of construction contract, the Contractor shall also prepare the modifications to the drawings, details, materials, equipment and specifications to document the changes made to the Bid Documents.

CONSTRUCTION ADMINISTRATION:

- The Contractor shall attend bi-weekly progress meetings and other meetings as required by the County Project Officer to efficiently represent the County during project phase
- The Contractor shall prepare reports from observations regarding constructability and design issues
- The Contractor shall respond to General Contractor's Requests for Information
- The Contractor shall issue all necessary interpretations and clarifications of the Contract Documents
- The Contractor shall prepare any necessary field orders and Construction Change Directives.

- The Contractor shall review proposed change orders submitted by the General Contractor for completeness and reasonableness of the scope of work and pricing, and provide recommendations to the County Project Officer
- The Contractor shall review shop drawings and submittals required from the General Contractor and review and approve or reject with comments, as appropriate.
- The Contractor shall confirm that project construction when completed complies with contract documents
- The Contractor shall review General Contractor's requests for payments and recommend action to County Project Officer

CONSTRUCTION VISITS, INSPECTION, AND CLOSEOUT SERVICES:

- The Contractor shall be responsible for visiting the site and observation of the ongoing construction at intervals outlined in the scope of work for a task order, to evaluate the progress and quality of various aspects of the General Contractor's work. Based on information obtained during such visits, the Contractor shall keep the County informed of the general progress of the work in relation to the overall schedule, and alert the County of any potential issues or delays.
- During its site visits and based on its observation during such visits, the Contractor may disapprove or reject the General Contractor's work, or any portion thereof, while the work is in progress if the Contractor believes that such work does not conform to the Contract Documents, including approved shop drawings or other submittals. The Contractor shall document the defective work in writing and notify the County Project Officer immediately.
- The Contractor shall observe commissioning of work performed by others for quality assurance.
- Prior to scheduling a substantial completion inspection, the Contractor shall verify in writing that the project is, in fact, ready for such inspection.
- During substantial completion inspection the Contractor shall document all defective work as the project punch list items.

POST-CONSTRUCTION SERVICES:

- The Contractor shall conduct a final completion walk-through inspection with the General Contractor and County representatives to verify completion of the punch list items, and to assess the completeness of the work.
- Where applicable, the Contractor shall provide final documentation submission to support an application to the USGBC to seek a LEED rating for the project, in sufficient detail to obtain the sought LEED certification.
- The Contractor shall review closeout documents such as maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals which are to be assembled by the General Contractor for accuracy and completeness in accordance with the Contract Documents.
- The Contractor may accept some portion of the Work and reject others or may accept some or all of the work subject to certain conditions. Written notice shall be provided to the County and General Contractor of the results of such final punch list inspections.
- The Contractor shall receive the as-built drawing mark-ups required from the General Contractor and transfer data to and prepare the record drawings. The Contractor shall submit record drawings to County electronically in AUTOCAD and PDF format.

SPACE PLANNING:

- The Contractor shall evaluate existing spaces and prepare new space plans based on needs assessment of the County's Department.
- The Contractor shall coordinate the task order scope of work, schedule, and cost with the County based on the County's needs and budget available.
- When specifying new equipment the Contractor shall ensure that the space, weight and other parameters are analyzed in accordance with the Arlington County –Building Design Vertical Infrastructure Standards (http://topics.arlingtonva.us/building/infrastructure-design-standards/).

COST ESTIMATING:

- The Contractor shall prepare cost estimates that reflect the anticipated cost of the project.
- The Contractor shall provide revised cost estimates based on alternative design solutions.

PEER REVIEW OF CONTRACT DOCUMENTS:

- The Contractor shall review contract documents prepared by others to determine their accuracy and completeness in order to minimize changes to the contract documents during the bidding and construction phases.
- The Contractor shall identify constructability issues and offer solutions to ensure adequacy of the project for its intended use.
- The Contractor shall prepare comments and provide marked up documents to support findings and attend meetings as required by the County Project Officer to present findings.

FEASIBILITY STUDIES:

- The Contractor shall conduct investigation of buildings and/or sites to determine the feasibility for use with respect to a proposed project.
- The Contractor shall perform testing as required by the County to determine the viability of use.
- The Contractor shall prepare a report and supplemental documentation to support the findings and present them to the County Project Officer.

CODE ANALYSIS:

- The Contractor shall analyze existing conditions or new building parameters for use in developing code compliance strategies
- The Contractor shall conduct code research and consult with all applicable local building code enforcement agency to develop strategy for compliance.
- The Contractor shall document decisions of the local building code agency and prepare code analysis sheets to support decisions, to include narrative for all disciplines. Text and drawings with symbols shall be used to representing findings.
- The Contractor shall submit all necessary project documentation to the local building code enforcement agency for review and approval.
- The Contractor shall attend code analysis meetings for projects, as required by the County Project Officer, and submit additional information as required to ensure project complies with codes.
- The Contractor shall conduct independent review of buildings to confirm code compliance.

BUILDING ENVELOPE ANALYSIS:

- The Contractor shall analyze existing conditions and new buildings requirements for constructability, moisture infiltration, noise and other pertinent parameters.

- The Contractor shall visit the site and test conditions for each project, using modeling of existing or new conditions to evaluate the potential scenarios.
- The Contractor shall prepare documentation to address findings, referencing applicable technical and/or practical standards, and present them to the County Project Officer.

PROJECT INTERNET SITE:

- The Contractor shall provide technical expertise to develop and maintain project specific internet site in accordance with the County's requirements regarding format and structure, and all applicable regulations, to include ADA requirements.
- The Contractor must provide appropriate links to County and community web sites for viewing by the community and County Project Officer.
- The internet site shall allow different levels of access to enable management coordination and storage of information.

GEOTECHNICAL ANALYSIS:

- The Contractor shall conduct surveys, take borings and test soils from identified sites, as required for completion of Work assigned.
- The Contractor shall develop documentation reflecting the site conditions that lead to a geo-technical analysis of the site to accept new structures.

MASTER PLAN:

- The Contractor shall prepare Master Plans for sites with multiple uses.
- The Contractor shall coordinate and resolve issues with various government and community agencies, as required by the project.
- The Master Plan may be County-wide or site specific, and include one or more County sites, community, and private entity locations.

SURVEY QUESTIONNAIRE:

- The Contractor shall develop and distribute questionnaire(s) to County stakeholders regarding forthcoming project issues, as specified by the County Project Officer.
- The Contractor shall conduct meetings with County Staff and community to determine structure and questions for survey.
- The Contractor shall be responsible for preparing questions, formatting, printing, distribution and collection of surveys.

SCHEDULING:

- The Contractor shall develop and track the progress of projects through schedule software such as Microsoft Project or Primavera Project Scheduler, and develop multiple scheduling scenarios, as needed, based on availability of resources.

HISTORIC PROPERTIES ASSESSMENT:

- The Contractor shall assess historic buildings for relative importance in history, physical condition, proposed use and mandated code requirements.
- The Contractor shall recommend appropriate treatment (preservation, rehabilitation, restoration or reconstruction) based on the Secretary of the Interior's Standards for the Treatment of Historic Structures, and all other applicable laws and regulations.

BUILDING ASSESSMENT:

- The Contractor shall conduct assessment of existing architectural conditions of identified structures to determine the extent of work that needs to be performed.
- The Contractor shall prepare narrative reports, which reference applicable technical and/or practical standards, with pictures and cost estimates to establish renovation budgets.

QUALITY CONTROL / QUALITY ASSURANCE

The Contractor shall be responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials furnished. The Contractor must perform a Quality Assurance review of all documents prior to submittal to the County.

The following checklists and guidance for QA/QC reviews and coordination of plans and specifications shall be followed:

- The working drawing documents submitted shall represent a reasonable and cost effective architectural and engineering solution for the scope of work and construction budget constraints in the Contractor contract. All work must conform to current criteria, guides, codes and standards established by the County, and shall conform to good architectural and engineering practices.
- All elements of submittal shall be checked by the Contractor and such check should be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline.
- The Contractor shall be responsible for the technical accuracy and coordination of all designs, drawings and specifications. This includes overlaying the plans to coordinate the locations of work in the various disciplines. The intersections of components of various disciplines shall be checked for conflicts and to assure that adequate space exists for the material to be installed where shown on the documents.
- The Contractor shall perform a quality assurance review for both the technical accuracy and discipline coordination. Such items as section, detail, and note references to other sheets, major dimensions, and equipment locations shall be checked. The Contractor shall verify that all equipment is correctly identified the same way on all sheets and in the specifications.
- Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to make takeoffs of material types and quantities, and the preparation of shop drawings and execution of the construction. This particularly applies to stairs, special connections to framing, typical details of system interfaces, flashings for roofs and walls, and similar building features.
- The first sheet of the plans and specifications submitted to the County for working drawings review must contain the following statement signed by Contractor's responsible staff: "A Quality Control/Quality Assurance check has been made on this project's documents and corrections have been made. The undersigned states that these plans and specifications submitted for review are complete."

TASK ORDER ASSIGNMENT PROCEDURE

The Contracts resulting from solicitation No. 638-15 will be used mainly by the Arlington County Facilities Design and Construction Bureau; however, they may be used by any other County Department that needs the services covered by these Contracts.

The sum of all task orders performed under these Contracts shall not exceed million dollars ($6 million) per year, and the task order fee for any single task order shall not exceed two million five hundred thousand dollars ($2.5 million), or as otherwise specified in the Arlington County Purchasing Resolution. The County provides no guarantee of the amount of work to be assigned to the Contractors. The County reserves the right to issue separate solicitations or waive requirements set forth below in part or whole if it is determined by the County Purchasing Agent to be in the best interest of the County.

Task Order Work assignments performed under these Contracts will be assigned as follows for each specialty area:

1. For task order Work assignments where the projected fee for all Work associated with that particular task order will not exceed **$60,000**, the County, in its sole discretion, may select the Contractor from the appropriate Specialization Area who is determined to be most qualified and best suited for the particular assignment. If the assignment is reasonably expected to evolve into a task order that, combined with the initial assignment, would exceed the $60,000 threshold, the County will use the process specified under items 2., 3. or 4. below (as applicable) to select the Contractor.

2. For task order work assignments where the projected fee for all Work associated with that particular task order would exceed **$60,000** but be less than **$500,000**, task orders will be assigned in rotation established by rank order of Contractors in a given Specialization Area in the evaluation of RFP No. 638-15. If the assignment is reasonably expected to evolve into a task order that, combined with the initial assignment, would exceed the $500,000 threshold, the County will use the process specified under items 3. or 4. below (as applicable) to select the Contractor. To maintain equity among Contractors, the County will pass over the next Contractor in rotation if the Contractor has received more than the following percentage of the total fees awarded by the County to all Contractors selected in a particular Specialization Area as a result of RFP No. 638-15 since the initial award:
    a. Architectural and related multi-disciplinary services - 35%;

    Records of the Contractor rotation and total fees and percentage values will be maintained by the County's Facilities Design and Construction Bureau. The County will provide, upon request, to any Contractor values of awards made to individual Contractors since the initial award.

3. For task order work assignments where the projected fee for all Work associated with that particular work is above **$500,000** but less than **$1,000,000**, the County will solicit proposals from all Contractors under that Specialization Area. Upon selection by the County of the most qualified Contractor, based on the County's pre-determined evaluation criteria, a fee proposal will be requested from that Contractor. If the price proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached the County will request a price proposal from the next best qualified Contractor of those Contractors who submitted proposals. If the assignment is reasonably expected to evolve into a task order that, combined with the initial assignment, would exceed the $1,000,000 threshold, the County will use the process specified under item 4. below to select the Contractor.

4. Any work under this Contract which is expected to exceed **$1,000,000** must be justified in writing by the Project Officer and authorized by the County's Procurement Division in advance of the

services being solicited. For such approved task order work assignments the County will follow the process describe under item 3. above.

5. For each task order assignment, for any of the categories above, the County Project Officer will provide a scope of work for the assignment, a listing of the deliverable items, and the required completion date, and any other documents that may be available and relevant to the requested Work.

6. For each task order assignment, for any of the categories above, the Contractors shall submit a proposal for the work within ten (10) calendar days, provide a description of their proposed method of completing the Work, identify and provide resumes of the staff proposed to be used in performance of the Work on the assignment, and provide a binding milestone schedule to complete the Work.

For Work assignments awarded under items 1., 2., 3. or 4. above, the selected Contractor shall prepare a not-to-exceed (either time and materials or lump sum, as specified by the County) proposal using the fully burdened hourly rates identified in their Contract, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached the County will request a price proposal from the next best qualified Contractor (for work assignments awarded under items 1., 3. and 4), or next Contractor in rotation who has not exceeded the specified percentage in design fees awarded by the County for the particular group (for work assignments awarded under item 2.).

The Contractor agrees that the total payment will not exceed the approved not-to-exceed amount, regardless of the number of hours spent in the performance of the tasks or amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the approved Scope of Work for the assigned task order, unless it is approved in writing by the County Project Officer. The not-to-exceed amount will include all the Contractor's fees, expenses and profit.

INVOICING

The Contractors shall submit invoices for individual Work assignments to the County Project Officer monthly. Each invoice shall concern a separate task order, and shall include the County Purchase Order number, the task order for which time is being charged by the Contractor's employee, the balance remaining to complete the assignment, staff timesheets and other documentation as required by the County Project Officer.

CONTRACTOR STAFF

The Contractor shall have at a minimum the following personnel to support the County under this Contract. Professional staff shall have training, experience and certifications as required by all applicable federal, state and local laws and regulations:

- Principal
- Project Manager
- Project Architect
- Specification Writer
- Cost Estimator

- Mechanical Engineer
- Electrical Engineer
- Tele-communication Engineer
- Structural Engineer
- Civil Engineer
- Security Engineer
- Geotechnical Engineer
- LEED accredited Architect or Engineer
- Technical Support (CAD operators)
- Clerical Support

The role of the Principal shall be to initiate the task order, manage and provide guidance to his team, and ensure that the team is meeting the budget and schedule.

The Contractor shall have at least one A/E professional in each architectural and engineering specialty who is registered in the Commonwealth of Virginia.

REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUB-CONTRACTORS

The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by County shall not be replaced, substituted or augmented without prior written approval of the County. A request to replace, remove, or substitute any key personnel or sub-contractors for any reason, shall be provided to the County Project Officer at least fifteen (15) calendar days in advance of such proposed replacement, removal, or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by the County.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval by the County. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, the Contractor shall provide an interim Project Manager, subject to County's approval.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with the County's prior written approval.

If a specific project or task order may require the services of a specialized sub-contractor not on the approved sub-contractors list, the County Project Officer may authorize the use of such specialty sub-contractors at hourly rates comparable to the ones of the Contractor, and with the overhead costs not exceeding the overhead cost percentage approved for the Contractor, if in his or her judgment that service is necessary for the successful completion of the task order.

Attachment B

CONTRACT PRICING

The services under this Contract will be paid for using fully loaded hourly rates for the positions listed below. Those rates shall include all costs and expenses of providing to the County the services described in this Contract.

No reimbursable expenses are permitted under this Contract, including, but not limited to, travel, parking, mileage, meals or office supplies. Only time spent by the Contractor's employees at the work site will qualify for payment.

No overtime pay will be allowed under this Contract.

The County will pay (or reimburse the Contractor at Contractor's cost, as required) for all required permit and inspection fees.

Architectural Services

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Principal (LEED)	$78.75	$125.76	$20.45	$224.97
Senior Project Manager (LEED)	$50.45	$80.57	$13.10	$144.12
Security Specialist (LEED)	$45.67	$72.93	$11.86	$130.47
Project Manager (LEED)	$38.05	$60.77	$9.88	$108.70
Project Architect (LEED)	$33.63	$53.71	$8.73	$96.07
Designer/CADD/drafts	$27.88	$44.52	$7.24	$79.64
Specifications Writer	$38.65	$61.72	$10.04	$110.41
Director of Construction Administration (LEED)	$56.07	$89.54	$14.56	$160.18
Construction Administrator (LEED)	$41.45	$66.20	$10.76	$118.41
Sustainability Planning Director (LEED)	$42.79	$68.34	$11.11	$122.24
Sustainability Coordinator (LEED)	$28.24	$45.10	$7.33	$80.67
Interior Designer (LEED)	$27.80	$44.40	$7.22	$79.42
Administrative	$22.07	$35.25	$5.73	$63.05

MEP Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Engineering Director	$69.71	$111.33	$18.10	$199.14
Senior Electrical Engineer	$48.24	$77.04	$12.53	$137.81

Electrical Engineer/Designer (LEED)	$37.80	$60.37	$9.82	$107.98
Senior Mechanical Engineer (LEED)	$48.24	$77.04	$12.53	$137.81
Mechanical Engineer /Designer (LEED)	$31.39	$50.13	$8.15	$89.67
Senior Plumbing Engineer	$45.67	$72.93	$11.86	$130.47
Plumbing Technician	$31.40	$50.15	$8.15	$89.70
Fire Protection Engineer	$37.02	$59.12	$9.61	$105.76

Structural Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Engineering Director	$63.46	$101.35	$16.48	$181.29
Senior Structural Engineer (LEED)	$45.31	$72.36	$11.77	$129.44
Engineer/Designer (LEED)	$35.95	$57.41	$9.34	$102.70

Civil Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Project Manager/Quality Control Manager (LEED)	$67.51	$105.90	$17.34	$190.75
Project Manager (LEED)	$61.51	$96.49	$15.80	$173.80
Senior Engineer II	$53.03	$83.19	$13.62	$149.84
Senior Engineer I	$43.38	$68.05	$11.14	$122.57
Senior Landscape Architect (LEED)	$44.86	$70.37	$11.52	$126.75
Project Engineer II (LEED)	$41.33	$64.83	$10.62	$116.78
Project Engineer I	$35.15	$55.14	$9.03	$99.32
Staff Engineer I	$33.32	$52.27	$8.56	$94.15
Associate Engineer I (LEED)	$28.00	$43.92	$7.19	$79.12
Engineer Designer I	$23.64	$37.08	$6.07	$66.80
Graduate Engineer	$27.00	$42.35	$6.94	$76.29
Graduate Landscape Architect	$21.63	$33.93	$5.56	$61.12

Telecommunications/Security/AV

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Executive Project Manager	$71.06	$107.30	$17.84	$196.20
Project Manager	$59.80	$90.30	$15.01	$165.11
Audiovisual	$56.16	$84.80	$14.10	$155.06

Telecommunications	$57.20	$86.37	$14.36	$157.93
Security Engineer	$53.00	$80.03	$13.30	$146.33
Acoustics	$55.12	$83.23	$13.84	$152.19

Cost Estimating

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Executive Cost Estimator	$56.00	$81.31	$13.73	$151.04
Senior Cost Estimator	$48.17	$69.94	$11.81	$129.92
Certified Value Specialist (CVS)	$60.10	$87.26	$14.74	$162.10
Cost Estimator	$40.87	$59.34	$10.02	$110.23
Technician	$31.50	$45.73	$7.72	$84.96
Administrative	$26.44	$38.39	$6.48	$71.31

Security Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Security Engineer	$65.00	$60.00	$12.50	$137.50

Historic Architecture

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Executive Project Manager	$54.31	$68.41	$12.27	$135.00
Senior Project Manager	$50.29	$63.35	$11.36	$125.00
Associate	$26.15	$32.94	$5.91	$65.00

Geotechnical Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Geotechnical Engineer (WDP)	$62.50	$107.94	$17.04	$187.48
Geotechnical Engineer (WDP)	$50.00	$86.35	$13.64	$149.99