

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

NOTICE OF AWARD OF CONTRACT

TO: Mahan Rykiel Associates, Inc  
Whitehall Mill  
3300 Clipper Mill Rd, Ste 200  
Baltimore, MD 21211

DATE ISSUED: July 26, 2017

CURRENT CONTRACT NO: 17-110-RFP-2

CONTRACT TITLE: Provision of a Landscape Architectural Design 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. The contract term covered by this Notice of Award is effective July 26, 2017 and expires on July 30, 2018 ("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 unilateral Notice of Award, authorize continuation of the Agreement for not more than four (4) additional 12-month periods, from July 30, 2018 to June 30, 2022 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

The contract documents consist of Agreement 17-110-RFP-2 including any attachments, exhibits, or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO ATTACHMENT B TO AGREEMENT No. 17-110-RFP-2
- 2) PRICING FIRM FOR THE DURATION OF THE CONTRACT


ATTACHMENTS: AGREEMENT 17-110-RFP-2

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Richard Jones TELEPHONE NO.: 410-235-6001  
VENDOR PAYMENT TERMS: NET 30 DAYS EMAIL ADDRESS: rjones@mahanrykiel.com  
COUNTY CONTACT: Bernadette Grullon TELEPHONE NO.: 703-228-3335  
EMAIL ADDRESS: bgrullon@arlingtonva.us

CONTRACT AUTHORIZATION

  
Shawn Brooks, Esq., CPPB  
Procurement Officer

7/26/17  
Date

DISTRIBUTION

VENDOR: 1  
BID FOLDER: 1  
COUNTY CONTACT 1

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

AGREEMENT NO. 17-110-RFP-2

THIS AGREEMENT is made, on the date of execution by the County, between Mahan Rykiel Associates, Inc., Whitehall Mill, 3300 Clipper Mill Rd. Suite 200, Baltimore, MD 21211 ("Contractor") a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. **CONTRACT DOCUMENTS**

The "Contract Documents" consist of:

- This Agreement
- 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 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" (Attachment A), the primary purpose of the Work is providing landscape architectural design services for the modernization and renovation of various Arlington County parks, playgrounds and open spaces as the secondary contractor as described in the Attachment B. 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 the execution of the Agreement by the County and must be completed no later than June 30, 2019 ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from July 1, 2019 to June 30, 2022 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Attachment 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 Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract.

**6. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until June 30, 2019 ("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 60 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-month period ending in January 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's term.

**7. CODE AND REGULATORY COMPLIANCE**

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the Department of Parks and Recreation Design Standards (DPR), Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards, Americans with Disabilities Act (ADA) and other applicable federal, state, and/or local regulatory requirements. Other national requirements include, but are not limited to: American Society of Testing Materials (ASTM), F1487-11, Standards Consumer Safety Performance Specification for Playground Equipment for Public Use and Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

**8. STANDARD OF CARE**

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted 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 Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, costs estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor's consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County's review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care.

**9. 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 and authorized square footage and a "Design-Not-to-Exceed" construction budget.

The Contractor will 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 will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 5% 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 must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

**10. PAYMENT**

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total Work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 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 have been performed must appear on all invoices.

**11. ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

**12. REIMBURSABLE EXPENSES**

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

**13. 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.

**14. 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.

**15. 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).

**16. 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.

**17. 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.

**18. 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, national origin, age or 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.

**19. 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.

**20. 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.

**21. SAFETY**

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including 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 and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

**22. 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. 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 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, 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.

**23. INDEMNIFICATION**

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

**24. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

**25. COPYRIGHT**

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

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

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

**26. 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 (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow 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. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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, proposals 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)

**35. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five 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 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**36. 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.

**37. AMENDMENTS**

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

**38. 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.

**39. 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.

**40. 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.

**41. ARBITRATION**

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

**42. 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.

**43. 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.

**44. 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.

**45. ATTORNEY'S FEES**

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

**46. 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; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**47. 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.

**48. 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.

**49. 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 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:**

Mahan Rykiel Associates, Inc.,  
Whitehall Mill  
3300 Clipper Mill Rd., Suite 200  
Baltimore, MD 21211

**TO THE COUNTY:**

Bernadette Grullon, Project  
Officer 2100 Clarendon Blvd, Suite  
414 Arlington, VA 22102

**AND**

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

**50. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**51. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**52. ADA COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

**53. 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 \$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 per occurrence, with \$2,000,000 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 provided with 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 damages 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 additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title. The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the

Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed about 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME: MICHAEL E. BEVIS  
TITLE: PURCHASING AGENT

NAME AND  
TITLE: Richard Jones, President

DATE: 7/26/17

DATE: 7/24/17



## ATTACHMENT A - SCOPE OF WORK

### A. GENERAL REQUIREMENTS

1. All proposals for individual tasks must meet or exceed the requirements contained herein.
2. All services shall be performed in the final form, signed, sealed, and dated by the individual(s) in charge in accordance with the current Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects (APELSCIDLA) regulations and all applicable provisions of the Code of Virginia.
3. All services shall be performed in compliance with the applicable industry standards and all federal, state, and local laws, ordinances, and regulations.
4. Within sixty (60) days following the award of this Contract resulting from this RFP, the Contractor shall have a fully functioning production office within a fifty (50) mile radius of the County's headquarters at 2100 Clarendon Blvd, Arlington, VA 22201. The production office shall be registered with the Commonwealth of Virginia to provide professional landscape architectural design services.
5. Work will be performed primarily in existing urban public lands. The work performed under this contract may consist of multiple projects initiated by one of several County Project Managers ("Project Manager").
6. The Project Manager will provide a general description of each project to the Contractor and may provide preliminary scope of work, sketches, topographic/site maps and concept cost estimate.
7. Alternatively, the Project Manager may require that the Contractor develop the scope of work by conducting meetings with all stakeholders, including appropriate Arlington County staff and citizen groups, to obtain input. The development of a scope of work by the Contractor may require periodic review of alternatives by Arlington County and citizen groups.
8. The Contractor may be directed by the Project Manager to develop and conduct presentations and work sessions with citizen groups, civic associations and Arlington County Board appointed commissions. The Contractor shall lead and facilitate this community-based design process on an as needed basis as authorized by the Project Manager.
9. As part of design services provided to the County, the Contractor may be required by the Project Manager to conduct a topographical survey, including all existing utilities of the project site. Limits shall be clearly identified and described in the Contractor's proposal for each project.
10. The Contractor may be required to work and collaborate with a public art designer (artist) as may be designated by Arlington County to design and/or construct artworks for specific projects.
11. All services shall be performed by the Contractor in compliance with applicable industry standards and all federal, state, and local laws, ordinances, and regulations.
12. The scope of work for any given project may include, but is not limited to, the following:

- a. Planning and/or Design Development
- b. Master Planning Studies
- c. Feasibility Studies
- d. Design Guidelines
- e. Schematic Design Studies
- f. Design Standard Details
- g. Technical Specifications
- h. Topographical Survey and Site Analysis
- i. Development of detailed project Scope of Work
- j. Stormwater Management and Facility Design including bio-retention plantings
- k. Presentations to stakeholders including civic associations and Arlington County Board appointed commissions
- l. Preparation of 100% construction drawings and specifications for construction bids
- m. Prepare and/or submit construction drawings for permitting
- n. Revising construction plans for corrections identified by permit review
- o. Construction Management
- p. Preparation of Construction Estimates
- q. Participation in construction bidding process including pre-bid and pre-construction meetings with construction contractors
- r. Construction Administration and Walk-through Inspection
- s. Reviewing Shop Drawings and responses to Request for Information (RFI)

**B. CONTRACTOR REQUIREMENTS**

The Contractor shall assume responsibility for all required services.

1. The Contractor shall provide all labor, equipment, material, and all other resources and items necessary to provide the required services.
2. The Contractor shall be responsible for supervising and directing the work of its employees and subcontractors under the contract resulting from this RFP. The Contractor shall be fully responsible for the acts and omissions of their staff and subcontractors.
3. The Contractor shall be able to draft using AutoCAD 2016 or most current version, as directed by Arlington County staff, and can convert files to the AutoCAD version used by Arlington County. All drawing files shall conform to the current Arlington County Computer Aided Drafting and Design (CADD) Standards, including but not limited to pen tables, line types and sheet layout. The Contractor shall submit plans in \*.dwg format compatible with the above and shall also submit plans and specifications in PDF and Microsoft Word (MS WORD) format. The Contractor shall use pen tables, line types and standards provided by Arlington County DPR unless otherwise directed to ensure proper plotting of the submitted CADD files. All elements in the plans, including, but not limited to, all utility information, hardscape elements, buildings, easements, tree trunk diameters, and tree canopy, shall be drawn to scale.
4. Rough cost estimates based on the drawings and specifications shall be prepared and provided to County staff at 30%, 60%, 90% and a firm & final cost estimate at 100% completion.
  - a. Plans in both CADD (\*.dwg) and PDF formats. Plan files may be submitted on CD-ROM, via e-mail (if allowed by the Project Manager) or via File Transfer Protocol (FTP) site provided by the Contractor.

- b. For projects that require a survey, the following documents shall be provided:
  - i. The CADD file shall include survey points used within the drawing, including control points, digital terrain model (dtm) points and topographic points.
  - ii. Bound copies of all deed research, including instruments and plats, of the recorded land records used to determine the limits of the property, existing easements, and rights-of-way;
  - iii. A bound copy of survey field book and notes;
  - iv. Electronic copies of the field raw data files; and
  - v. The Contractor's field crew shall follow traffic management procedures as set forth by Occupational Safety and Health Administration (OSHA) and the manual on Uniform Traffic Control Devices.
- 5. The Contractor shall maintain current and up-to date knowledge of evolving and changing federal, state and local regulations applicable to its Work, and its submittals shall reflect all regulatory requirements applicable to its Work which are in effect at the time of any submittals made under this contract.
- 6. The Contractor shall submit a hardcopy with seal and original signatures to the County for permit review/record/bid set submittals.
- 7. All project correspondence, review documents, reports, etc., prepared by the Contractor shall be distributed to the County's Project Manager in the format and number of copies as directed by the County's Project Manager.
- 8. All travel and printing expenses incurred by the Contractor shall not be reimbursed by the County.

**C. FEASIBILITY AND CONSTRUCTABILITY ASSURANCE**

The Contractor shall submit an internal project management process that is fully collaborative with the County throughout the project lifecycle and shall ensure agreement with the County on all key milestones and project deliverables. The Contractor shall ensure that all project deliverables are complete, properly prepared, accurate and free of errors. The Contractor shall propose a Project Management approach that is designed to ensure a fully collaborative process with the County and describe the quality and internal review process to ensure that all the applicable project requirements and specifications are of high quality, accurate and free of errors.

Further, the Contractor shall ensure that its design will result in successful projects, and will achieve the aesthetic, functional and financial goals envisioned by the County for that project.

**D. KEY TASKS AND DELIVERABLES**

At a minimum, the Contractor shall address the following key tasks and deliverables as part of the overall Project Management Approach. These tasks may generally include, but are not limited to: Preliminary Project Scoping, Confirming Project Goals and Objectives, Establishing Project Schedule and Milestones, Feasibility of Construction and Accurate Estimates, Internal Management and Technical Reviews, and Final Project Scoping.

The following tasks and deliverables that will be required under each Task Order, but are not limited to:

**1. MEETINGS AND PRESENTATIONS**

During a given project, the Contractor may be directed by the County to develop and conduct presentations and work sessions with citizen groups, civic associations and County commissions. Project Scope development may include coordination with

departments internal to Arlington County government.

**2. SITE ANALYSIS AND FEASIBILITY**

The Contractor shall perform site visits, detailed site inventory and analyses of existing conditions, as directed by the County prior to commencing any design work.

**3. DESIGN DEVELOPMENT**

The Contractor shall prepare design concept(s) and/or schematic design(s) in coordination with Project Manager. Designs shall be developed in response to project scope of work as determined by Project Manager and community input. Designs shall follow Department of Parks and Recreations standards and guidelines, applicable County Ordinances and Codes and Americans with Disability Act.

**4. CONSTRUCTION DOCUMENTS**

The Contractor shall prepare the Construction Documents and submit to the County one (1) hardcopy of construction drawings that include seals and original signatures, one (1) hardcopy of technical specifications and a properly labeled CD containing PDF and AutoCAD files for the drawings and specifications. At a minimum, Construction Documents shall include the following:

- a. Technical Specifications formatted in the CSI Master format, as per DPR standards, in Microsoft Word.
- b. Special Conditions, in Microsoft Word.
- c. Final Drawings, in CADD and PDF format.

**5. PERMIT DOCUMENTS**

The Contractor shall prepare the Permit Documents and submit to the County one (1) hardcopy of permit application drawings that include seals and original signatures, and a properly labeled CD containing PDF and AutoCAD files for the drawings. At a minimum, Permit Documents shall include Final Drawings, in CADD and PDF format to include all items noted on the DES LDA plan review permit checklist, and may also include building permit application and drawings submission.

**6. BIDDING PHASE ASSISTANCE**

The Contractor shall aid the County with the following, as requested:

- a. Pre-Bid Meetings.
- b. Addressing Requests for Information (RFI's) asked during the Bidding process.
- c. Review of Bids and Bidders to determine if Bid is responsive.

**7. CONSTRUCTION PHASE ASSISTANCE**

The Contractor shall aid the County with the following, as required:

- a. Pre-Construction Meetings.
- b. Addressing Requests for Information (RFIs) asked during the construction phase.
- c. Review of shop drawings and submittals.
- d. Final punch-list walk-through.

**E. TASK ORDER ASSIGNMENT PROCEDURES**

The following procedures shall be followed when a task is required of the Contractor:

1. The County will notify the Contractor when Work is required. The Contractor shall respond in writing to acknowledge the notification within forty-eight (48) hours. If the Primary Awardee fails to acknowledge the notification within the forty-eight hours, then the County, in its discretion, may solicit the Task Order to the Secondary Awardee.


2. The County will schedule a meeting with the respective Contractor and proper County representatives to discuss project requirements. At its option, the County may provide a written description of the Work for use in this meeting. Based upon those discussions the Contractor shall, within ten (10) business days, submit via email to the County Project Manager a not to exceed cost and technical approach task proposal to perform the Work based upon their fixed hourly rates contained in the contract. Preparation of all proposals shall be at no cost to the County. At a minimum, the proposal shall include the following elements:
  - a. Proposed lump sum price (broken out by sub-tasks if any are included) and include total number of estimated hours required for each task to complete the scope of work for the project.
  - b. A narrative describing the work that needs to be performed for each task, including identification of obstacles and proposed solutions.
  - c. Estimated start and completion dates.
  - d. Proposed delivery date for schematic design drawings.
  - e. Proposed delivery date for design development plans and preliminary specifications.
  - f. Proposed delivery dates for 30%, 60% and 90% drawings
  - g. Proposed delivery date for 100% final construction plans and specifications.
3. The County will review the Primary Awardee's task proposal for acceptance and reserves the right to negotiate the scope, fee and schedule to meet the County's needs. If the County and the Primary Awardee cannot reach an agreement on the negotiated scope, fee, and/or schedule, fails to respond to the 48-hour notification requirement, or fails to perform in accordance to the specifications of the Task order, the County reserves the right to solicit the Task Order to the Secondary Awardee.
4. After the review and acceptance of the proposal, the County will issue a task order directing the Contractor to perform the Work, and a purchase order to encumber funds for the project. No Work can be performed by the Contractor for any project until the proposal has been approved by the Project Manager, and the Contractor has received a valid County purchase order covering the individual project.

**MAHAN RYKIEL**  
 ASSOCIATES INC

 City of Arlington  
 4/20/2017 - Revised 6/5/2017

Classification	Staff Name	Rate	Audited Overhead Rate	Burdened Rate	Total Labor and Overhead	Plus 10% Profit (RJ and SR at 5%)	Fully Burdened Hourly Rate
Principal in Charge of Design	Richard Jones, President	\$88.94	134.05%	\$ 119.22	\$ 208.16	\$ 10.41	\$ 218.57
Design Principal	Scott Rykiel, Exec. Vice President	\$88.94	134.05%	\$ 119.22	\$ 208.16	\$ 10.41	\$ 218.57
Planner & Public Facilitation	Thomas McGilloway, Principal	\$61.20	134.05%	\$ 82.04	\$ 143.24	\$ 14.32	\$ 157.56
Project Manager	Stephan Kelly, Assoc Principal (Primary)	\$46.80	134.05%	\$ 62.74	\$ 109.54	\$ 10.95	\$ 120.49
Project Manager	Joonyon Kim, Assoc Principal (As Needed)	\$57.70	134.05%	\$ 77.35	\$ 135.05	\$ 13.50	\$ 148.55
Project Manager	Jason Castillo, Assoc Principal (As Needed)	\$53.40	134.05%	\$ 71.58	\$ 124.98	\$ 12.50	\$ 137.48
Project Manager	Joseph Burkhardt, Assoc Principal (As Needed)	\$51.36	134.05%	\$ 68.85	\$ 120.21	\$ 12.02	\$ 132.23
Project Manager	Heidi Thomas, Assoc Principal (As Needed)	\$40.46	134.05%	\$ 54.24	\$ 94.70	\$ 9.47	\$ 104.17
Landscape Architect	Cherisse Otis, Associate (Primary)	\$29.71	134.05%	\$ 39.83	\$ 69.54	\$ 6.95	\$ 76.49
Landscape Architect	Terrence Burns, Sr. Associate (As Needed)	\$36.40	134.05%	\$ 48.79	\$ 85.19	\$ 8.52	\$ 93.71
Landscape Architect	Isaac Hametz, Sr. Associate (As Needed)	\$36.15	134.05%	\$ 48.46	\$ 84.61	\$ 8.46	\$ 93.07
Landscape Architect	Frederick Lippert, Associate (As Needed)	\$37.00	134.05%	\$ 49.60	\$ 86.60	\$ 8.66	\$ 95.26
Landscape Architect	Katie Vocke, Associate (As Needed)	\$29.27	134.05%	\$ 39.24	\$ 68.51	\$ 6.85	\$ 75.36
Landscape Designer	Jennifer Saunier (As Needed)	\$25.50	134.05%	\$ 34.18	\$ 59.68	\$ 5.97	\$ 65.65
Landscape Designer	James Sink (As Needed)	\$25.50	134.05%	\$ 34.18	\$ 59.68	\$ 5.97	\$ 65.65
Landscape Designer	Travis D'Onofrio (As Needed)	\$25.87	134.05%	\$ 34.68	\$ 60.55	\$ 6.05	\$ 66.60
Landscape Designer	Michael Humes (As Needed)	\$25.24	134.05%	\$ 33.83	\$ 59.07	\$ 5.91	\$ 64.98
Landscape Designer	Amy Sametshaw (As Needed)	\$25.00	134.05%	\$ 33.51	\$ 58.51	\$ 5.85	\$ 64.36
Landscape Designer	Shihua Wang (As Needed)	\$24.88	134.05%	\$ 33.35	\$ 58.23	\$ 5.82	\$ 64.05
Landscape Designer	Amina Mohamed (As Needed)	\$24.04	134.05%	\$ 32.23	\$ 56.27	\$ 5.63	\$ 61.89
Landscape Designer	Matthew Fichter (As Needed)	\$24.04	134.05%	\$ 32.23	\$ 56.27	\$ 5.63	\$ 61.89
Landscape Designer	Peter Clark (As Needed)	\$24.04	134.05%	\$ 32.23	\$ 56.27	\$ 5.63	\$ 61.89
Landscape Designer	Jeffrey Dube (As Needed)	\$23.55	134.05%	\$ 31.57	\$ 55.12	\$ 5.51	\$ 60.63
Landscape Designer	Xinye Zheng (As Needed)	\$23.55	134.05%	\$ 31.57	\$ 55.12	\$ 5.51	\$ 60.63
Landscape Designer	YING Ku (As Needed)	\$23.08	134.05%	\$ 30.94	\$ 54.02	\$ 5.40	\$ 59.42
CADD Technician	Maurice Blow (As Needed)	\$29.33	134.05%	\$ 39.32	\$ 68.65	\$ 6.86	\$ 75.51

I certify that this information is true and correct as submitted.



Firm Officer Signature

Mary Catherine Snellinger

Typed Name

Vice President/CFO

Title

June 5, 2017

Date

**Arlington County On Call - for RFP No. 17-110-RFP**  
**Bowman Consulting Group, Ltd. -Fully Burdened Rates by Position**

10.00%

Personnel Category	Names	Rate	FAR Overhead Percent	Burden @ FAR Rate	Total Fully Burdened @ FAR Rate	Total Fully Burdened @ 156% Profit Cap	Profit @ Cap	Total \$/hour (Fully Burdened + Profit @ Cap)
Principal (Turf Expert)	Matt Taucher - Primary	\$ 88.16	168.61%	\$ 148.65	\$ 236.81	\$ 225.69	\$ 22.57	\$ 259.38
Principal	Matt Koirtyohann - As needed	\$ 88.16	168.61%	\$ 148.65	\$ 236.81	\$ 225.69	\$ 22.57	\$ 259.38
Project Manager	Steve Liam - Primary	\$ 59.47	168.61%	\$ 100.27	\$ 159.74	\$ 152.24	\$ 15.22	\$ 174.97
	Christian Hampson - As needed	\$ 59.47	168.61%	\$ 100.27	\$ 159.74	\$ 152.24	\$ 15.22	\$ 174.97
Principal/VP	John Lutostanski - Primary	\$ 88.99	168.61%	\$ 150.05	\$ 239.04	\$ 227.82	\$ 22.78	\$ 261.82
Landscape Architect	John Story - Primary	\$ 45.68	168.61%	\$ 77.02	\$ 122.70	\$ 116.94	\$ 11.69	\$ 134.40
	Gregg Eberly - As needed	\$ 45.68	168.61%	\$ 77.02	\$ 122.70	\$ 116.94	\$ 11.69	\$ 134.40
Environmental Manager	Jessica Fleming - Primary	\$ 63.75	168.61%	\$ 107.49	\$ 171.24	\$ 163.20	\$ 16.32	\$ 187.56



**Earthscape  
Wage Rate Agreement**

April, 20<sup>th</sup>, 2017

<b>Classification</b>	<b>Hourly Rate</b>	<b>Classification Average Rate</b>
<b><u>Lead Designer</u></b> Preston Stringer	\$95.00	\$95.00

I certify that this information is true and correct as submitted.

Preston Stringer – BBA, CPSI  
Lead Designer

April 20, 2017  
Date



7215 Wellington Rd 86  
Wallenstein, ON  
N0B 2S0

T. 519 669 2972  
TF. 1 877 269 2972  
F. 519 669 5085



**MAHAN RYKIEL**  
ASSOCIATES INC

Wetland Studies and Solutions, Inc.  
City of Arlington  
4/20/2017 - Revised 6/6/2017

Classification	Staff Name	Rate	Audited Overhead Rate**	Burdened Rate	Total Labor and Overhead	Plus 10% Profit (Principals at 5%)	Fully Burdened Hourly Rate
Consultant V	Ben Rosner	\$49.06	172.73%	\$ 84.74	\$ 133.80	\$ 13.38	\$ 147.18
Consultant IV	Jen Feese*	\$41.21	172.73%	\$ 71.18	\$ 112.39	\$ 11.24	\$ 123.63
Consultant III	Chris Cowles*	\$39.50	172.73%	\$ 68.23	\$ 107.73	\$ 10.77	\$ 118.50
Consultant II	Beth Clements*	\$33.77	172.73%	\$ 58.33	\$ 92.10	\$ 9.21	\$ 101.31
Consultant II	Cary Hulse*	\$33.62	172.73%	\$ 58.07	\$ 91.69	\$ 9.17	\$ 100.86
Consultant I	Eric Calladine*	\$30.92	172.73%	\$ 53.41	\$ 84.33	\$ 8.43	\$ 92.76
Consultant I	Barry Duncil*	\$28.74	172.73%	\$ 49.64	\$ 78.38	\$ 7.84	\$ 86.22
Consultant I	Jessica Campo*	\$27.16	172.73%	\$ 46.91	\$ 74.07	\$ 7.41	\$ 81.48
Technician III	Rebecca Konow*	\$26.92	172.73%	\$ 46.50	\$ 73.42	\$ 7.34	\$ 80.76
Technician III	Michael Bowser	\$23.10	172.73%	\$ 39.90	\$ 63.00	\$ 6.30	\$ 69.30
Technician II	Maggie Graham	\$20.43	172.73%	\$ 35.29	\$ 55.72	\$ 5.57	\$ 61.29
Technician II	Robert Hayler*	\$20.19	172.73%	\$ 34.87	\$ 55.06	\$ 5.51	\$ 60.57
Technician I	Dan Kozel	\$19.52	172.73%	\$ 33.72	\$ 53.24	\$ 5.32	\$ 58.56
Technician I	Jaime Larkin	\$19.33	172.73%	\$ 33.39	\$ 52.72	\$ 5.27	\$ 57.99

\*ISA certified arborist

\*\*As of 12/31/2016, WSSI's overhead rate was 189.62%, as determined in an audit by an independent auditor dated June 2, 2017. However, the rate is reduced to 172.73% to comply with the 3.0 cap of other local county governments.

I certify that this information is true and correct as submitted.



Firm Officer Signature

Vicki L. Schreckengost

Typed Name

Controller

Title

June 6, 2017

Date