

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

CONTRACT AWARD COVERPAGE

TO: CESC SQUARE, L.L.C., a subsidiary of JBG SMITH Properties LP 2345 Crystal Dr Arlington, VA 22202	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>July 22, 2020</u> <u>21-DES-PPEA-279</u> <u>Design and Construction of a new east entrance to the Crystal City Metrorail Station</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-PPEA-279 including any attachments or amendments thereto.

EFFECTIVE DATE: July 22, 2020
EXPIRES: November 30, 2023
RENEWALS: NO RENEWALS.
COMMODITY CODE(S): 90900
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-DES-PPEA-279

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

<u>VENDOR CONTACT:</u> Jay Corbalis, Vice President	<u>VENDOR TEL. NO.:</u>	<u>(240) 333-7704</u>
<u>EMAIL ADDRESS:</u> jcorbalis@jbgsmith.com		
<u>COUNTY CONTACT:</u> Dennis Leach DES-Transportation and Development	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-0588</u>
<u>COUNTY CONTACT EMAIL:</u> Dleach@arlingtonva.us		

PURCHASING DIVISION AUTHORIZATION

<u>Tomeka D. Price</u>	<u>Title Procurement Officer</u>	<u>Date August 5, 2020</u>
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INTERIM AGREEMENT

THIS INTERIM AGREEMENT ("**Agreement**"), dated as of July 22, 2020 (the "**Effective Date**") is made by and between THE ARLINGTON COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "**County**") and CESC SQUARE, L.L.C., a Virginia limited liability company and a subsidiary of JBG SMITH Properties LP (the "**Developer**"). Each of the County and the Developer may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**," as the context requires, in relation to development of the proposed East Entrance to the Crystal City Metrorail Station (the "**Project**").

RECITALS

WHEREAS, on May 29, 2019 the County received an unsolicited proposal from the Developer (the "**Proposal**") under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002, VA. Code Ann. 56-575 et. seq. (the "**PPEA**") and the County's PPEA Guidelines as adopted by the County Board as part of the Purchasing Resolution ("**Guidelines**") to design and construct the Project; and

WHEREAS, on June 27, 2019, the County Manager, in accordance with the PPEA and the Guidelines, issued a determination that the Proposal met the Guidelines definition of a qualifying project that served a public purpose; and

WHEREAS, the Project is included in the County's FY19-28 Capital Improvement Plan as part of the Arlington Transit Program, entitled the Crystal City Metrorail Station East Entrance project; and

WHEREAS, on July 15, 2019, the County accepted the Proposal for publication and conceptual-phase consideration; and

WHEREAS, after public notice on July 19, 2019, no other proposals were received within the 45-day posting period; and

WHEREAS, on November 22, 2019, the County requested that Developer submit a Detailed Proposal per the PPEA and the Guidelines, and Developer submitted a Detailed Proposal on January 10, 2020; and

WHEREAS, after review of the Developer's Detailed Proposal and subsequent negotiations, the County and the Developer now desire to enter into this Agreement to further develop the design and support the efficient and comprehensive evaluation of the Project as hereinafter more particularly set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertaking set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer agree as follows:

1. Interim Agreement: Purpose; Project Scope; Scope of Services.

a. Interim Agreement. This Agreement is an "Interim Agreement" (as that term is used under the PPEA and the Guidelines) between the County and the Developer in regard to the Project.

b. Project Scope. The Project primarily consists of the design and construction of a new east entrance to the Crystal City Metrorail Station at the northwest corner of the 18th Street and Crystal Drive intersection. The new entrance will provide vertical transportation through elevators, stairs, and/or escalators for public pedestrian access from the street level to a new mezzanine with a fare payment area, fare vending machines and an attendant kiosk as more particularly described in **Exhibit A – Scope of Services**. The County is responsible for the design and construction of the new entryway and then will turn the Project over to Washington Metropolitan Area Transit Authority ("WMATA") ownership.

c. Purpose and Scope of Services. The Purpose of this Agreement is to engage the Developer to perform for the County certain services and produce certain documentation, reports, and plans for preliminary engineering up to 30% design related to the Project, (collectively, the "**Deliverables**") more specifically described in **Exhibit A – Scope of Services**, subject to the assumptions and exclusions referenced therein. The Parties anticipate that the County will use all, or a portion of, the Deliverables to determine whether to pursue a definitive "Comprehensive Agreement" (as that term is used under the PPEA and the Guidelines) for the complete design and construction with the Developer pursuant to the PPEA and the Guidelines. The scope of services for the preliminary engineering will include design plans, sections and elevations, outline of technical specifications, cost estimate for the Project based on 30% design, construction schedule and risk matrix.

d. Provision of Information; Reliance. The County shall provide (or have WMATA or others provide) the current conceptual design to the Developer upon execution of this Agreement. The Developer may rely upon such information in its performance under this Agreement.

e. Monitoring. The County shall have the right to monitor the Developer's performance of the Scope of Work so long as the County does so in a reasonable manner and does not unreasonably interfere with the Developer's business or performance.

2. Term. The term of this Agreement (the "**Term**") becomes effective as of the Effective Date and continues in effect until the earlier of such date as (a) the County and the Developer enter into another Interim Agreement or Comprehensive Agreement; (b) this Agreement is terminated upon agreement of the Parties upon terms acceptable to both parties, including termination costs; or (c) termination by the County for Developer Default (as defined below); (d) termination by the Developer for County Default (as defined below); or (e) termination for convenience by the County. Upon termination of this Agreement for any reason other than Developer Default in accordance with Section 23 below, the County shall pay the Developer for work performed and expenses incurred prior to the effective date of termination, and any other amounts as otherwise set forth in this Agreement.

3. Deliverables; Schedule; Reports; Meetings.

a. Deliverables and Schedule. Performance of the work described in Exhibit A, including provision of Deliverables shall be managed by the Developer and performed consistent with the schedule ("Schedule") set forth in **Exhibit C - Project Schedule**.

b. Reports and Meetings. The Developer and its designees as its project managers for the Project (the "**Developer's Project Principals**"), along with its other principal development team members, consultants and subcontractor's (collectively the "**Developer's Project Team**") as appropriate, will participate in regular meetings with all or portion of the County's designees as its management team for the Project, including representatives from WMATA (collectively the "**County Project Team**").

4. Developer Compensation and Reimbursements; Payments; Limitations.

a. Compensation. As full and complete compensation for its production and provision of the Deliverables and its performance of any other obligations under this Agreement, the County will pay to the Developer \$3,572,805. The Compensation and its components are listed and shown in **Exhibit B – Compensation** and may be subject to adjustment pursuant to Section 22.

b. Payments. The Developer will present an invoice to the County monthly, and will invoice the County according to the percentage completion of each Task as listed in **Exhibit A** and in corresponding amounts set forth on **Exhibit B**. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Developer or its authorized designee. The County will (a) notify the Developer within 10 days after receipt of an invoice of the County's rejection for non-compliance with the terms of this Agreement of any portion of the invoice or the work performed that would prevent timely payment in full and (b) pay the Developer within 30 days after receipt of the invoice for the non-rejected portion of the invoice and work performed in accordance with the terms of this Agreement. The County shall be permitted to withhold (y) only those amounts for which the County has notified the Developer pursuant to clause (a) above that a specified portion of the work is subject to a good faith dispute and (z) any such amount only for so long and to the extent such good faith dispute remains unresolved. Any late payment will be subject to interest at a rate of one percent (1%) per month.

c. Limitations. Subject to adjustment pursuant to Section 22, the County's aggregate total liability to compensate and reimburse the Developer in connection with this Agreement will not exceed \$3,572,805, unless the County exercises the optional tasks listed in **Exhibit B** upon notice to the Developer. Moreover, no travel, lodging or meal expenses associated with the Deliverables, nor any fines or similar penalties associated with the Developer's performance under this Agreement, and no costs or expenses associated with the negotiation or execution of this Agreement, nor any costs or expenses associated with the negotiation and execution of any Comprehensive Agreement, will be reimbursable.

5. Additional Obligations of County. In addition to performance of its other obligations as set forth in this Agreement, the County will:

a. Make all payments to the Developer as and when due under this Agreement.

6. Audit. The Developer must retain all books, records and other documents related to this Agreement for at least five (5) years after the final payment and must allow the County or its authorized agents, including WMATA, the Northern Virginia Transportation Authority, and the Virginia Department of Rail and Public Transportation, to examine the documents during this period and during the Agreement term. The Developer must provide any requested documents to the County for examination within 15 days of the request, at the Developer's expense. If the Developer wishes to destroy or dispose of any records related to this Agreement (including confidential records to which the County does not have ready access) within five years after the final payment, the Developer must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

7. Possible Comprehensive Agreement. This Interim Agreement is not, and is not intended to be, evidence of any such approval, or promise or assurance that the County will proceed to enter into a Comprehensive Agreement. Proceeding with a Comprehensive Agreement will be contingent upon the Parties coming to agreement on the final scope and schedule of the Project beyond the 30% design and an agreed-upon price to complete the Project. If the County, in its sole discretion, determines that it is appropriate to attempt to negotiate the form of a Comprehensive Agreement with the Developer, the County, in consultation with the Developer, will formulate a negotiating and drafting schedule for this task, and the County and the Developer will endeavor in good faith to draft, negotiate and produce such a form of a Comprehensive Agreement in accordance with the applicable timetable. The County may terminate any such negotiations for any reason, or for no reason, in its sole discretion without liability, provided that such termination of negotiations shall in no manner reduce, limit, postpone or otherwise affect the County's liability for all of its other obligations that remain outstanding under this Agreement at the time it terminates such negotiations.

8. Designated Project Personnel.

a. Developer. The Developer's Project Principals and the other members of the Developer's Project Team are listed on **Exhibit D – Project Principals/Project Team**. While this Agreement is in effect, the Developer will cause each of the Developer's Project Principals and the other members of the Developer's Project Team to devote sufficient time and attention to (i) directing and overseeing the Developer's performance under this Agreement, (ii) participating in meetings and conferences to the extent specified in the Schedule or required under this Agreement, (iii) interacting with members of the County's Project Management Team and any County consultants and representatives for purposes of this Agreement and (iv) ensuring fulfillment of the Developer's obligations under this Agreement. The Developer may change the composition of the Developer's Project Principals or the other members of the Developer's Project Team only upon receiving the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed.

b. County. The County's Project Manager and the members of the County's Project Team are all listed on **Exhibit E- County Team**. While this Agreement is in effect, the County will

cause all the County's Project Team to devote sufficient time and attention to (i) directing and overseeing the County's performance under this Agreement, (ii) participating in meetings and conferences to the extent specified in the Schedule or required under this Agreement, (iii) interacting with the Developer's Project Principals and the other members of the Developer's Project Team for purposes of this Agreement and (iv) ensuring fulfillment of the County's obligations under this Agreement.

9. WMATA Agreement. The County intends to enter into a Design Support Agreement with WMATA (the "**WMATA Agreement**") to assure WMATA's participation and cooperation in the 30% design process to include mutually-agreed upon timetables and establish WMATA's rights of review and approval during the development of the 30% design.

10. Accuracy of Proposal; Representation & Warranties. The Developer represents and warrants to the County that (i) to the best of the Developer's knowledge and belief as of the date of this Agreement all factual statements made in the Developer's submissions to the County regarding the Project (including those pertaining to prior experience and expertise) are true, accurate, and not misleading in any material respects; (ii) the Developer and its Project Team have the expertise and capacities to perform its obligations under this Agreement; and (iii) the Developer has full power and authority to enter into this Agreement, and the person[s] signing this Agreement on behalf of the Developer has/have full power and authority to bind the Developer under this Agreement.

11. Standard of Care.

The County is entering into this Agreement in reliance on the Developer and the Developer's Project Team's experience and abilities with respect to performing the services hereunder. In performing the work, the Developer and its agents, employees and subcontractors will perform the services consistent with the skill and care ordinarily exercised by members of the applicable profession currently practicing under similar conditions in the same locality ("**Customary Standard of Care**"). With respect to any professional services being provided under this Agreement, no other representations to the County, express or implied, and no warranty or guarantee (including but not limited to fit-for-purpose and free-from-defect type warranties) are included or intended in this Agreement, or in any report, opinion, construction document, or otherwise. The Developer will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Developer will be responsible for the quality, completeness, technical accuracy and coordination, consistent with this Customary Standard of Care, of all designs, drawings, specifications, cost estimates, and other services or materials provided, regardless of whether such drawings and documents are prepared by the Developer or the Developer's Project Team.

The County's review, approval or acceptance of or payment for any services required under this Agreement does not release the Developer from any liability for breach of this Customary Standard of Care.

12. Indemnification. The Developer covenants for itself, its employees, its Project Team, and its subcontractors to save, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, 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 and costs (including court costs and reasonable attorneys' fees) to the extent caused by the Developer's negligent acts or omissions, including the negligent acts or omissions of its employees, Project Team, and/or subcontractors, in performance or nonperformance of this Agreement. This duty to save, hold harmless and indemnify will survive the termination of this Agreement. If the Developer fails or refuses to fulfill its obligations contained in this section, the Developer must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Developer 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 Developer under this Agreement.

Additionally, Developer covenants for itself, its employees, its Project Team, and its subcontractors to indemnify and hold harmless WMATA and WMATA's officers, officials, and employees against any liability and claims for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with the Project. The indemnity described herein is an Agreement undertaking that is not limited by the limits of insurance provided in relation to this Agreement.

To the extent permitted by applicable law, the County will be responsible for the actions, inactions or violations of its officers, employees, and agents in connection with this Agreement, but nothing contained herein shall be construed as a waiver of the County's sovereign immunity; provided, however, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce the terms of this Agreement.

13. Intellectual Property Indemnification. The Developer warrants and guarantees that in providing services under this Agreement neither the Developer 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 Developer 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 Developer's compensation includes all royalties, licensing fees, and any other costs arising from such use in connection with the work under this Agreement, except with regard to designs, devices, work or material that is required by the County subsequent to execution of this Interim Agreement, provided that the Developer perform appropriate due diligence and provide notice of any known royalties, licensing fees, and other costs.

The Developer covenants for itself, its employees and its subcontractors to save, 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 reasonable attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Agreement. This duty to save, hold harmless and indemnify will survive the termination of

this Agreement. If the Developer fails or refuses to fulfill its obligations contained in this section, the Developer must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Developer 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 Developer under this Agreement.

14. Independent Contractors. The Developer is an independent entity and neither the Developer, nor its employees, the Developer's Project Team and 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 Developer or its employees, servants or agents. The County will not withhold payments to the Developer 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 Developer any insurance coverage or other benefits, including workers' compensation.

15. No Liability of Officials, Employees or Agents. No officer, official, employee, agent or representative of the County is, or will be, personally liable to the Developer or any of the Developer's Project Team, or any successor in interest of any of them, as a consequence of any default or breach by the County for any sum that may become due to the Developer, any of the Developer's Project Team, or any successor in interest of any of them, or on any obligation incurred under this Agreement. No officer, official, employee, agent or representative of the Developer or the Developer's Project Team is, or will be, personally liable to the County or any of the County's Project Team, or any successor in interest of any of them, as a consequence of any default or breach by the Developer for any amount which may become due to the County, any of the County's Project Team, or any successor in interest of any of them, or on any obligation incurred under this Agreement.

16. Confidential Information. The Developer and its employees, agents and subcontractors will hold as confidential all County information obtained under this Agreement except as necessary for the performance of services hereunder or as required pursuant to any statutory, regulatory or judicial requirement or other legal compulsion of law. 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. Confidential Information shall not include information that: (i) was lawfully known to the recipient prior to the date of this Agreement; (ii) was lawfully obtained by the recipient from a third party without any obligation of confidentiality; (iii) is or becomes part of the public domain, except by breach of this Agreement; or (iv) is possessed or developed by the recipient independently and apart from this Agreement. The Developer must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

17. Ownership of Work Product. This Agreement does not confer on the Developer any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Agreement (a) is the property of the County upon the County's payment to the Developer of amounts due under this Agreement for such work product or portion thereof and (b) must be provided or returned to the County upon termination of this Agreement. Notwithstanding the preceding sentence, (x) work product will not be construed to include anything to which the Developer or the Developer's Project Team does not have ownership (*e.g.*, software); (y) the Developer will retain ownership rights to preexisting intellectual property and standard conventions and details; and (z) the use of the work product provided to the County in the event of termination is at the County's sole risk without liability or legal exposure to the Developer or anyone working by or through the Developer. The Developer will not use or allow others to use the work product for any purpose other than performance of this Agreement without the written consent of the County.

The work product is confidential, and the Developer may neither release the work product nor share its contents. The Developer will refer all inquiries regarding the status of any work product to the County. At the County's request by written notice to the Developer, the Developer will deliver all work product, including hard copies of electronic files, to the County and will destroy all electronic files except those files (a) required to be kept for compliance purposes or pursuant to applicable law, court order or regulatory directive, or applicable professional standards; or (b) created automatically or in the ordinary course pursuant to applicable document retention, archiving, back-up, security, or disaster recovery systems, policies or procedures.

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

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

18. Insurance Requirements. The Developer, at its costs and expense, and not as a compensable cost, must carry the following insurance coverages. The Developer must provide to the County a Certificate of Insurance indicating that the Developer has in force the stated coverages. The Developer must maintain this coverage until the completion of this Agreement. 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 \$300,000/300,000/1,000,000. 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 Agreement. 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. Errors and Omissions or Professional Liability Insurance – The Developer shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of negligent errors or omissions in the rendering, or failure to render services, in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate.

e. Additional Insured – The County and its officers, elected and appointed officials, employees and authorized agents must be included as additional insureds on all General Liability 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 cancellation of any of the above coverages during the Interim Agreement term, the insurance company shall endeavor to notify the County in writing not less than thirty (30) days before such cancellation, except for cancellation due to non-payment of premium, and in such instance the Developer must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Agreement. Not having the required insurance throughout this Agreement is grounds for termination of the Agreement.

g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Developer must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.

The Developer shall be solely responsible for any deductible or self-insurance component of any of the required policies.

The County may request additional information to determine if the Developer has the financial capacity to meet its obligations under a deductible.

The County's acceptance or approval of any insurance will not relieve the Developer from any liability or obligation imposed by this Agreement.

The Developer assumes all risks for direct damage or injury to the property used or persons employed in connection with its work on the Project pursuant to this Agreement and for of all direct damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under this Agreement or in connection in any way whatsoever with its work. Policies affording additional insured status shall be the primary non-contributory insurance for any work performed under this Agreement.

The Developer 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 Developer employs directly.

19. WMATA Insurance Requirements. The Developer and its subcontractors shall procure the following insurance coverage and shall maintain such insurance coverage during the entire term of the Project.

a. General Insurance Requirements.

- i) Compliance with these minimum insurance requirements does not relieve the Developer nor its subcontractors of any tier from their respective liability to WMATA should their liability exceed these minimum insurance limits or should the insurance procured under this Section fail to respond.
- ii) Upon written request from WMATA, the Developer and its subcontractors of every tier to provide copies of any and all insurance policy(s), including all endorsement(s), within five (5) Business Days of such request. WMATA review of any insurance policy(s) does not constitute WMATA's acceptance.
- iii) The Developer and its subcontractors of every tier to shall have all insurance policies required by the Agreement endorsed to waive the insurance company's rights of recovery against WMATA and the WMATA Board of Directors. Coverage shall be provided on an endorsement that is acceptable to WMATA.

b. Professional Liability Insurance. The Developer and any subcontractor(s) of any tier that provide design services or the services of a professional engineer, including, but not limited to stamping, sealing, or certifying blueprints or other construction-related documents, to maintain Professional Liability Insurance as follows:

- i) Minimum Policy Limits of \$1,000,000, each claim.
- ii) Actual coverage or tail coverage must be purchased and maintained for a period of time equal to the statute of repose.
- iii) Coverage can be written on an "Occurrence" or "Claims Made" Basis.
- iv) Coverage can be written on 'Non-Admitted" paper.

c. Waiver of Subrogation. The Developer and its subcontractors of every tier to shall have all insurance policies required by the Agreement endorsed to waive the insurance company's rights of recovery against WMATA and the WMATA Board of Directors. Coverage shall be provided on an endorsement that is acceptable to WMATA.

d. Certificate of Insurance (COI). The Developer shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.COM. The cert holder box should read:

**Washington Metropolitan Area Transit Authority
Office of Insurance, Room 8F
600 Fifth Street, NW
Washington, DC 20001**

e. Survive Termination. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

20. NVTA Insurance Requirements. The Project is funded in part by grants from the Northern Virginia Transportation Authority (NVTA). The Developer shall name NVTA and its Bond Trustee as an additional insured on any insurance policy issued for work to be performed for the project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.

21. DRPT Contract Provisions

a. The Developer, their agents and employees shall comply with all covenants and provisions of the Virginia Department of Rail and Public Transportation (DRPT) Master Agreement for the Use of Commonwealth Transportation Funds with the County Board of Arlington County VA dated July 1, 2020, and shall be made expressly a part of any subcontracts executed by the Developer and shall be binding on all subcontractors, vendors, their agents and employees.

b. The Developer shall name Commonwealth of Virginia, DRPT, the Virginia Department of Transportation and their officers, employees and agents as additional insureds on any insurance policy issued for the Work to be performed, and present satisfactory evidence of insurance coverage before commencing with any Work, so that they are protected for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by the Developer to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Project, or any breach by the Developer of its representations or warranties in this Project; (b) any actual or willful misconduct or negligence of Developer its employees or agents in direct connection with the Work; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Developer in direct connection with the Work; (d) inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Developer, its employees or agents in direct connection with the work; or (e) any assumed liabilities.

22. Changes and Relief.

a. The County may request a proposal for a change in the work from the Developer. Any agreed-upon change will be reflected in an amendment to this Interim Agreement to be executed by both Parties.

b. The Developer may be entitled to performance, schedule, and/or cost relief for actual delays or increased costs attributable to acts or omissions on the part of the County provided that the critical path is affected by 45 days or more. The Developer will be obligated to make reasonable efforts to mitigate the effects of any relief events and the resulting delays, costs and damages.

c. If the Developer believes it is entitled to relief pursuant to paragraph b above, it must provide written notice to the County at the time of the occurrence giving rise to the request

for relief at the inception of the event, and in no event later than five (5) business days after the inception of the event, or after the Developer reasonably should have recognized the occurrence giving rise to the request, whichever is later. The Developer must thereafter submit a written request to the County stating the basis for such relief. Such request shall be thirty (30) days, after the cessation of the occurrence giving rise to the request for relief. Such request shall include sufficient information and documentation to advise the County of the facts and circumstances giving rise to the request, the specific contractual adjustment or relief requested, and the basis for the Developer's entitlement to the adjustment or relief. The Parties shall negotiate in good faith and as expeditiously as possible the appropriate adjustment or relief, if any, for such changes, with any such adjustment or relief to be reflected in an amendment to this Interim Agreement.

d. Any other claims by the Developer for additional compensation or time not covered above may be submitted in writing to the Project Officer for consideration, provided the Developer gave written notice to the County at the time of the occurrence and presents a complete claim submittal as soon as the basis for the claim ceases, but in no event later than thirty (30) days. A complete claim submittal must include sufficient information and documentation to advise the County of the facts and circumstances giving rise to the claim.

e. No delays claims may be made by the Developer for schedule delays resulting from Developer's failure to provide complete package submittals to the County or any third party, or the Developer's failure to meet the WMATA criteria.

23. Default; Remedies; Limitations.

a. Default by the Developer. If the Developer fails to diligently prosecute the work, or fails to act in good faith, or fails to perform any of its obligations under this Agreement, or otherwise breaches a material term of this Agreement (a "**Developer Default**"), the County is entitled to give notice to the Developer, which must specify the Developer Default and demand of performance. The Developer must cure the specified Developer Default within ten (10) calendar days after it receives the notice of the Developer Default unless such breach cannot be cured or remedied within (10) calendar days in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days or longer period as the County agrees to) provided the Developer has made and continues to make a diligent effort to effect.

b. Default by County. If the County fails to provide the Developer with assurance of full funding for the work under this Interim Agreement, or fails to act in good faith, or fails to perform any of its obligations under this Agreement, or otherwise breaches a material term of this Agreement (a "**County Default**"), the Developer is entitled to give notice to the County which must specify the County Default and demand of performance. The County must cure the specified County Default within ten (10) calendar days after it receives the notice of County Default unless such breach cannot be cured or remedied within ten (10) calendar days in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days or longer period as the Developer agrees to) provided the County has made and continues to make a diligent effort to effect; provided, however, that with regard to a County Default involving

the payment of undisputed money, the cure period shall be no more than fifteen (15) calendar days after the County receives the notice of the County Default.

c. County Remedies for Developer Default. If the Developer does not cure the Developer Default within the specified period, the County will be entitled to terminate this Agreement in whole or in part immediately by giving notice of termination to the Developer, and at the County's option, either (i) receive payment from Developer for any reasonably anticipated additional costs to be incurred by the County to repro cure the terminated services, with such payment to be made within 30 days after notification by the County of such additional costs; or (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement. Upon receipt of a notice of termination, the Developer (y) must not place any further orders or enter into any additional subcontracts for materials, services or facilities; and (z) must terminate all vendors and subcontracts as soon as reasonably practicable, except as are reasonably necessary or convenient for the completion of any portion of the work that the County did not terminate.

d. Developer Remedies for County Default. If the County does not cure the County Default within the specified period, the Developer will be entitled to terminate this Agreement immediately by giving notice of the termination to the County, and at the Developer's option, either (i) receive payment for all work performed and expenses incurred prior to the date of termination and any other reasonable termination costs; or (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement. The Developer must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the termination date.

e. Limitations. Notwithstanding anything in this Agreement, neither the County nor the Developer will liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

f. Deliverables. Upon any termination, all Deliverables then made or in production, including any work product, plans, projections, design concepts and other items delivered or due to be delivered to the County on or before the date of termination will become property of the County upon delivery or the date of termination, whichever is earlier.

24. Termination for Convenience. The County may terminate this Agreement in whole or in part in the event the County determines that termination is in the County's best interest, provided that the County gives the Developer at least 15 days' prior notice in writing. The notice must specify the extent to which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in the notice, the Developer must stop work on the effective date of the termination as reflected in the notice. Notwithstanding any termination, the County shall pay the Developer for all completed or partially completed work in accordance with the terms of this Agreement plus any other reasonable amounts. The Developer must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the termination date.

25. Dispute Resolution. The parties agree to the following dispute resolution procedure. Any disputes arising out of this Agreement shall first commence with good-faith dispute resolution between the County Project Manager and the Developer's Project Manager. Any dispute that cannot be resolved by the Project Managers shall be formally referred to the second level reviewers, who shall be Dennis Leach, DES Deputy Director, for Arlington and Andrew Van Horn, EVP for the Developer. If the dispute cannot be resolved by the second level of review, then the matter shall be presented to the Arlington County Manager and Aaron Herman, Deputy GC and CCO for the Developer. In the event such efforts are ineffective in resolving a dispute, jurisdiction for the pursuit of remedies at law or in equity shall lie in the Circuit Court of Arlington County, subject to Va. Code Section 15.2-1243 et. seq. Pending final resolution of any dispute, each Party will continue to fulfill its respective obligations under this Agreement.

26. Notices. All written notices and other communications required by this Agreement 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 COUNTY: Dennis Leach
DES Deputy Director
Transportation and Development
2100 Clarendon Blvd, Suite 900
Arlington, VA 22201

With a copy to: Stephen MacIsaac
County Attorney
Arlington County
2100 Clarendon Blvd., Suite 403
Arlington, VA 22201

TO THE DEVELOPER: Jay Corbalis, Vice President
c/o JBG SMITH
4747 Bethesda Avenue, Suite 200
Bethesda, MD 20814

With a copy to: Aaron Herman, Deputy General Counsel and CCO
c/o JBG SMITH
4747 Bethesda Avenue, Suite 200
Bethesda, MD 20814

27. Employment Discrimination by the Developer Prohibited. During the performance of its work pursuant to this Agreement: (i) the Developer 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 Developer agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (ii) notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section; (iii) the Developer will state in all solicitations or advertisements for employees that it places or causes to be placed that such the Developer is an Equal Opportunity Employer; (iv) the Developer 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; and (v) the Developer must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Agreement so that the provisions will be binding upon each subcontractor or vendor.

28. Employment Of Unauthorized Aliens Prohibited. In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Developer must not during the performance of this Agreement knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

29. Drug-Free Workplace To Be Maintained By the Developer. During the performance of this Agreement, the Developer 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 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 Developer that the Developer 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 Agreement 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 Agreement.

30. Incorporation of Federal Transit Administration (FTA) Terms. This Project is partially funded with FTA funds and therefore this Agreement is subject to certain provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1.F, which is attached as **Exhibit F**. The use of the word "Contractor" or "Proposer" in the FTA provisions shall mean the Developer. All FTA-mandated terms control in the event of a conflict with any other provisions of this Agreement. The Developer must not perform any act, fail to perform any act or refuse to comply with any County requests if doing so would cause the County to violate the FTA terms and conditions.

The Developer must include this clause without modification in each subcontract that is financed in whole or in part by the FTA.

31. Various Agreement Matters.

a. Governing Law; Forum; Venue; Binding Contract; Waiver. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Agreement or the Work is in the Circuit Court for

Arlington County, Virginia, and in no other court. This Agreement is binding upon and inures to the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not, and is not to be construed as, a waiver of relinquishment of that Party's right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

b. Force Majeure. Neither Party will be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to a fire, riot, rebellion, natural disaster, pandemic, 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 Agreement

c. Assignment. The Developer may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Agreement without the prior written consent of the County, which shall not unreasonably be withheld, conditioned or delayed.

d. Entire Agreement; Amendment; Counterparts. This Agreement constitutes the entire agreement of the Parties as to the Project. This Agreement may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed in any number of counterparts, and, so long as each Party signs at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.

e. 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.

f. Nonexclusivity of Remedies. All remedies available to the Parties under this Agreement are cumulative, and no remedy will be exclusive of any other at law or in equity.

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

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

g. No Waiver of Sovereign Immunity. Notwithstanding anything herein to the contrary, nothing in this Agreement shall constitute a waiver of the County's sovereign immunity; provided, however, that, for the avoidance of doubt, sovereign immunity shall not bar an action to enforce the terms of this Agreement. This subsection shall survive any termination or cancellation of this Agreement.

h. Time. With respect to all time periods contained in this Agreement, it is expressly understood that time shall be of the essence.

i. Authority. Each Party represents and warrants to the other that it: (i) possesses full legal right, power and authority to enter into this Interim Agreement and to fulfill its obligations hereunder; (ii) has received all required approvals and authorizations needed to enter into this Interim Agreement; and (iii) each of the individuals whose signature appears below has full authority to execute this Interim Agreement on behalf of the party on whose behalf he or she has affixed his or her signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year shown below.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Date: 7/22/2020

By: *Mark Schwartz*
Mark Schwartz
County Manager

Approved as to Form:

By: *Stephen Madsen*
County Attorney

CESC SQUARE L.L.C.

Date: 7/22/2020

By: *Kai Reynolds*
Kai Reynolds
Chief Development Officer

Crystal City Metrorail Station
EAST ENTRANCE

A. Scope of Services



Crystal City Metrorail Station East Entrance Project

JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

Introduction

The professional services detailed below are for the preliminary engineering of a second public entrance to the existing Washington Metropolitan Transit Authority (WMATA) Crystal City Metrorail Station. Located at the northwest quadrant of the intersection of 18th Street South and Crystal Drive, the new entrance will provide vertical transportation through elevators, stairs, and/or escalators for public pedestrian access from the street level to a new, below-grade mezzanine level. The underground mezzanine will contain a fare payment area with faregates, fare vending machines, and an attendant kiosk. New openings created by puncturing the vault will connect passengers via vertical transportation from the mezzanine to the northbound and southbound train platforms.

A new public plaza is planned as part of the overall site design under a separate project and will be surrounded by cafes and shops. The JBG SMITH (JBGS) Team will closely coordinate with the team involved in the separate project for the design, permitting, and construction of these overall site improvements

Design Team

The services will be performed by the following firms:

- JBG SMITH – project lead
- VHB Metro DC LLC – project management; environmental, cultural resources, geotechnical data collection, survey, subsurface utility engineering services
- AECOM – station design
- KGP Design Studio – station architecture
- Clark Construction – constructability review, cost estimating, scheduling services

Scope of Services

Following are the details of services to be performed.

1.0 Project Management

Task elements include:

1.1 Team kickoff meeting

A team kickoff meeting will be held after the Interim Agreement is executed (half day meeting). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the team kickoff meeting.

1.2 Team progress meetings

In person team progress meetings will be held at regular intervals throughout the 30% design process (8 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the progress meetings.

1.3 Team biweekly check-in calls

Team check-in calls will be held biweekly throughout the 30% design process (10 total – 30 to 60 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the team biweekly check-in calls.

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JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

- 1.4 Miscellaneous team meetings as requested
Miscellaneous team meetings will be scheduled throughout the 30% design process, as requested (4 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for miscellaneous team meetings.
- 1.5 JBGS site development coordination meetings
Site development coordination meetings will be held with the independent project team developing the retail building on the Project site (4 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the site development coordination meetings.
- 1.6 Constructability review meetings
Constructability review meetings will be held during the 30% design process (4 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the constructability review meetings.
- 1.7 WMATA Design Process Workshops
Three design progress workshops will be held with WMATA's Chief Engineer and various engineering disciplines during the 30% design process (3 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and follow up on action items for the design progress meetings. Specific disciplines included in these workshops are listed below.
- Structures
 - Communications
 - Automatic Train Control
 - Fire Life/Safety
 - Mechanical, Electrical, and Plumbing (MEP)
- In addition to the three (3) design workshops identified above, the JBGS Team has included an allowance for up to two (2) additional workshops with WMATA, should additional coordination meetings be requested by Arlington County.
- 1.8 Arlington County Briefing/Coordination Meetings
Briefing and coordination meetings with Arlington County will be held throughout the 30% design process (4 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the meetings with Arlington County.
- 1.9 Utility Coordination Meetings
Utility coordination meetings will be held during the 30% design process (2 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the utility coordination meetings.
- 1.10 Job pricing and value engineering meetings
Job pricing and value engineering meetings will be held throughout the 30% design process (4 total – 2 hours each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the meetings.

Crystal City Metrorail Station East Entrance Project

JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

1.11 Initial Baseline Project Cost Determination

The JBGS Team will develop an initial project cost for the alternative developed in the *Basis of Concept Report* (BoCR) to assist with design element decision-making throughout the 30% design process. A series of meetings will be held with the County to review the methodology and come to an understanding of the initial cost of the project (3 total – 90 minutes each). The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the initial baseline project cost meetings. The final cost estimate will be completed under Task 13.0.

1.12 Partnering Workshops

Partnering is a non-binding process to maximize relationships between parties through a series of early focused workshops with key stakeholders promoting open lines of communication, commitments to solve problems, and a common focus on the project purpose and goals. Key elements of the partnering process include:

- Strong commitment by top management of each organization;
- Development of mutual goals and objectives for engagement;
- Continuous evaluation of the process from design through construction to ensure that all parties are working towards the common goals and objectives; and
- Agreement on method for achieving timely response to concerns, solving conflicts at lowest levels, and promoting transparency.

The partnering workshops will be held with various groups, to include the core JBGS Team; County & WMATA staff; various agencies; and various stakeholders over the course of a two-day period shortly after kickoff to set the stage for the remainder of the project. The JBGS Team will prepare for, lead, document meeting notes, and conduct follow up for the partnering workshops.

1.13 Project Documentation

The JBGS Team will develop a final electronic database containing the Project Documentation. The Project Documentation will be a comprehensive database of final documents developed during the design and construction processes and will enable JBG SMITH and/or the County to respond to document requests under the Freedom of Information Act (FOIA) and similar public records laws.

This database will be provided to the County at the completion of the project as the team will:

- Maintain documentation summarizing meetings, document reviews, and other substantive communications with the County, WMATA, local governments, governmental agencies, citizens' groups, and any other interested parties.
- Technical reports and plans
- Public meeting materials
- Public comment letters and responses
- Various materials: paper, e-mail, electronic documents, data files, graphs, charts, and decision specific handwritten notes
- Communications received from other agencies and the public
- Technical information, sampling results, survey information, reports, or studies
- Notes or summaries of meetings

Crystal City Metrorail Station East Entrance Project

JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

1.14 Team Invoicing Review, Payment Recommendations, County Payment Applications

The JBGS Team will prepare invoices and payment requests from all team members and provide recommendations to the County in the form of payment applications. The JBGS Team will also track all project costs throughout the project and provide monthly reports for use by the County.

JBGS Management Services

JBGS Role: While VHB will manage the day-to-day implementation of the scope of work by providing direct oversight of the subconsultant team and their work, JBGS will play an important overarching role on the project by managing the VHB team, interfacing with the County, and administering the project.

Specific Activities include:

- Providing overall strategic direction for the project;
- Ensuring consistency/coordination between the Project and surrounding work, especially the corner retail building;
- Providing financial administration for the Project (reviewing/certifying team draw packages to County, making distributions to individual team members);
- Providing legal support (e.g. agreements between Project team members, addressing any property/entitlement issues, providing indemnification/surety to the County, etc.); and
- Working with Clark Construction to address constructability/staging/timing issues related to cost estimate.

2.0 Public Involvement

The JBGS Team will assist the County and WMATA with public engagement and facilitation throughout the design process. Robust and affective engagement is key to the success of this project. Task elements include:

2.1 Public Involvement Plan

Prepare a Public Involvement Plan for the Project to include public meeting details, message development, collateral development, website, social media, and public outreach components consistent with the "Involve" level of engagement in Arlington County's *Six-Step Public Engagement Guide for Capital Projects*. The Public Involvement Plan will include communications and outreach requirements for the WMATA Compact Public Hearing (see Task 2.4). Development of the Plan will be coordinated with WMATA's Office of External Relations. The task includes producing three submittals (draft, revised, and final) and addressing all County and WMATA staff comments on the Plan.

2.2 Arlington County Public Meetings

Plan, organize, and execute two (2) public meetings during 30% design (not including the WMATA Compact Public Hearing, which is described in Task 2.4). Residents, the Crystal City Business Improvement District (BID), property managers/representative(s), business owners, commissions, advisory groups, and other stakeholders will be invited to the public meetings to learn about the Project. The meetings will explain the proposed design of the station as it progresses as well as updates on the Project timeline. The first public meeting will occur as early

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in the design process as possible to allow the public an opportunity to provide input on the design process.

Develop materials to support the public meetings, including factsheet(s), presentations, boards, sign-in sheets and any required forms. Landscape renderings developed in Task 12.8 will be utilized.

Document and gather public comments received during the meetings. Share how inputs were reflected in the project design.

2.3 Project Website

Work with the County to maintain and develop the Project website content, including project renderings, documentation, updates, schedule information, events, public meeting announcements, and/or interactive media/webinars to solicit feedback should traditional public meetings be affected by social distancing requirements. Conduct online dialogues and interactive forums as part of the public engagement process.

2.4 WMATA Compact Public Hearing

The JBGS Team will assist WMATA with a public hearing in compliance with WMATA Compact requirements. Task elements include:

- Secure the meeting location and translation and transcription services;
- Advertise the meeting in accordance with WMATA Compact requirements (including the Washington Post and other publications);
- Coordinate translation services;
- Develop meeting materials including the presentation, script and up to 15 informational displays;
- Create and manage online and intercept surveys;
- Provide staff to supplement WMATA staff at the public hearing; and
- Prepare the draft and final Public Hearing Staff Report and Public Hearing Staff Report Supplement.

3.0 **Agency and Stakeholder Coordination**

The JBGS Team will assist with agency and stakeholder coordination. Task elements include:

3.1 Identify Stakeholders

Identify potential stakeholders and agencies that will be affected by, or have interests in, the Project, in concert with Arlington County. Expected agencies and stakeholder groups include, but are not limited to:

- Arlington County Board, Arlington County Transportation Commission, Virginia Department of Rail and Public Transportation, Arlington County Department of Economic Development, and Virginia Railway Express
- Crystal City BID and Crystal City Civic Association

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JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

3.2 Stakeholder Meetings

Attend two rounds of meetings with relevant stakeholders and agencies, including WMATA and the County. Prepare materials, including slides, handouts, and visuals, for these meetings. Document and gather agency or stakeholder comments received during the meetings.

Expected rounds of meetings are:

- After the signing of the Interim Agreement, the Project Team would provide representatives for introductory stakeholder and agency meetings to introduce the team and to provide updates on schedule and process.
- During the first phase of the Project, a second round of stakeholder and agency updates would be provided around the time of the public meeting.

The Project Team will plan ad hoc meetings with relevant public agencies when project coordination needs arise.

4.0 **Utility Coordination**

The JBGS Team will work with the County to gather information from and to coordinate with utility companies that will potentially be affected by the Project. Task elements include:

- Request record utility information from the various entities that have existing assets in the Project area including Arlington County, WMATA, Dominion Virginia Power, Verizon, Comcast, Washington Gas, various fiber optic companies, as well as any other utility owners/operators.
- Conduct one initial meeting with utility owners/operators to introduce the Project and gather information on any proposed upgrades or improvements those owners may have planned.
- As the project nears the 30% design completion stage, conduct one follow-up meeting with utility companies to inform them of the progress on the project and the need for any technical support to help evaluate existing conditions.

5.0 **Quality Management**

The JBGS Team will assign a Quality Manager who will serve as the administrator of quality control for all Project deliverables, including 30% design documents. The Quality Manager will utilize the appropriate technical specialists to review 30% design submittals and design-build pricing submittals prior to finalizing and submitting the County.

5.1 Quality Management Plan

The Quality Manger will prepare a Quality Management Plan (QMP) with input from the Project team. This task will include producing three submittals (draft, revised, and final) and will include addressing all internal team comments. The JBGS Team will implement internal and external comment tracking systems for design and construction submittals, monthly reporting of quality control compliance activity and any team revisions to QMP procedures.

5.2 Design Phase Quality Control

The Quality Manger and team technical specialists will perform a technical review of design calculations, plans, and design submittal in accordance with the QMP. The Quality Manager will review, assess, and address comments in submittals and perform comment tracking.

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JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT A - FINAL SCOPE OF SERVICES

5.3 Design-Build Pricing Quality Control

The Quality Manager and technical specialists will perform a review of the design-build pricing documentation in accordance with the QMP. The Quality Manger will review, assess, and address comments in submittals and perform comment tracking.

6.0 **Environmental Documentation**

Because the Project includes a modification of WMATA station facilities and station access, an Environmental Evaluation (EE) will be required to assess the potential effects of the action. The Project will also be required to complete the National Environmental Policy Act (NEPA) process, as it is anticipated that Federal funding will be part of the project's funding and financing package. This Scope of Work assumes the class of action will be a Documented Categorical Exclusion (Documented CE) with the Federal Transit Administration (FTA) as the lead agency.

This scope of work proposes preparing the EE and Documented CE sequentially rather than using a single document for both processes. The information developed for the Documented CE will provide a base for the EE, which may require some additional information in some areas and less information in others. The information developed for the Documented CE will be prepared in such a way that it can easily be used for the EE, to the extent allowed by WMATA.

6.1 Documented Categorical Exclusion

The JBGS Team will develop a Documented CE for FTA approval, in accordance with 23 CFR 771. The JBGS Team will be responsible for the following tasks:

- Coordinate with FTA to confirm the appropriate class of action (assumed to be a Documented CE in accordance with 23 CFR 771.18(d)(8) and the level of detail required for the analysis).
 - Develop a project description that meets FTA requirements.
 - Develop a purpose and need for the proposed action that meets FTA requirements.
 - Depending on the level of detailed required by FTA, the JBGS Team will analyze the potential impacts of the Project on the resources listed below and will document the findings in the Documented CE. Where necessary, supporting technical information will be supplied in a technical appendix. The documentation of existing conditions will be based on desktop reviews, supplemented by site visits where necessary. The analysis of potential impacts will include both quantitative and qualitative methods, depending on the resource and the availability of quantitative data.
- | | |
|--|---|
| ○ Land Acquisitions and Displacements; | ○ Cultural Resources |
| ○ Transportation | ○ Public Parklands and Recreation Areas |
| ○ Parking | ○ Wetlands and Waters of the U.S. |
| ○ Land Use and Zoning | ○ Floodplains |
| ○ Planning Consistency | ○ Water Quality |
| ○ Neighborhoods and Community Facilities | ○ Air Quality |
| ○ Environmental Justice | ○ Natural Resources |

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- Threatened and Endangered Species
 - Utilities
 - Safety and Security
 - Hazardous and Contaminated Materials
 - Noise and Vibration
 - Secondary and Cumulative Impacts
 - Construction Impacts
- Prepare draft and final CE documentation demonstrating that significant environmental impacts would not result from implementing the Project (CEs should not have significant impacts).
 - Prepare mitigation and monitoring requirements for non-significant impacts as needed.
 - Provide support to address additional information about issues or the Project description as required by FTA.
 - As noted above, it is assumed that the NEPA class of action will be a Documented CE. Should it be determined that the Project requires a higher level of documentation and class of action (an Environmental Assessment or an Environmental Impact Statement), this scope of work and any accompanying cost and fees will be amended to reflect the additional work necessary to meet the environmental review requirements under NEPA.

6.2 Environmental Evaluation

The EE will support WMATA Compact requirements, specifically §14(c)(1). The EE will use the information developed for the Documented CE in Task 6.1 above, to the extent allowed by WMATA. It will describe the Project and document potential impacts on the human and natural environment in terms of transportation, social, economic, and environmental factors. The analysis will be presented in a manner that provides Project decision-makers the opportunity to understand the various potential impacts of the Project to inform decisions related to design and construction. The EE will summarize the study findings and any pertinent recommendations regarding specific impacts. The EE will include the following:

- Existing Site Description: The JBGS Team will develop a description of the existing site, based on desktop reviews supplemented by field visits where necessary. The description will include the existing physical features and transportation elements of the site.
- Project Description: The JBGS Team will develop a Project description that will be used to determine potential impacts.
- Project Impacts: The JBGS Team will evaluate whether additional analysis is necessary to confirm the presence or absence of environmental impacts to meet WMATA requirements, including field work and documentation for compliance with federal and state regulatory programs, as required. The resources covered will be the same as listed in Task 6.1 above.
- Perform additional analysis as necessary.
- Prepare additional maps and technical memoranda or reports, as necessary, for attachment to the EE documentation (or incorporation by reference, if possible) which support the impacts assessment.

7.0 **Cultural Resources**

The JBGS Team will assist with consultation related to compliance processes in Arlington County and the Commonwealth of Virginia in regard to cultural and historic resources. This scope includes consultation with the Virginia Department of Historic Resources (DHR), Historic

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Preservation staff from the Arlington County Department of Community Planning, Housing and Development, and others, as well as potential preparation for and compliance with the National Historic Preservation Act and its implementing regulation (36 CFR Part 800), commonly referred to as Section 106, and the National Environmental Protection Act (NEPA).

7.1 Background Documentation

This task includes the collection of relevant background material within the project area, including a DHR archives search, related archaeological materials or studies that may have been prepared for previous projects including various WMATA undertakings. These documents will help inform the process and aid in the identification of historic, archaeological and cultural resources in the vicinity of the project area.

7.2 Project Review Form or Equivalent Information Prepared as a Stand Alone Document

This task includes the completion of the Project Review Form, required for State compliance. This task includes, but is not limited to:

- Determination if the project constitutes an undertaking that has the potential to impact historic properties;
- Defining an Area of Potential Effect (APE), the geographical area in which changes may occur to historic properties;
- Identification of historic properties within the APE, including recorded properties in the DHR Archives;
- Undertake an architectural and archaeology survey if historic resources are identified in of the APE; and,
- Complete the Project Review Form as required by DHR (or similarly formatted document), including all project information, required USGS maps, architectural and archaeological survey materials, and photographs of all structures over fifty (50) years of age.

7.3 Consultation with Arlington County

Arlington County reviews all Project Review Forms prior to submission to DHR. The JBGS Team will consult with Arlington County upon completion of the above Project Review Form of equivalent and will make any required changes. The Form will be ready for either Arlington County to make the submission to DHR or the JBGS Team to make the submission for them.

7.4 Consultation with DHR

This task includes time for consultation with DHR to determine if any further NEPA or Section 106 compliance is required following the submission of the Project Review Form.

7.5 NEPA and Section 106 Compliance

This task, should further compliance be required after the submission of the Project Review Form, includes the completion of cultural resource components of the Categorical Exclusion NEPA documentation, including identification all cultural resources, as well as any further Section 106 compliance required by DHR. This could include the identification of potential consulting parties, Section 106 initiation, consultation with consulting parties, and an assessment of effects to historic resources. Should any adverse effects be identified, the JBGS Team would coordinate Consulting Party meetings to identify ways to avoid, minimize, or mitigate those adverse effects.

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8.0 Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) will be conducted to identify Recognized Environmental Conditions (RECs) based on a review of environmental information and visual observations for overt evidence of a release or threat of a release of oil and/or hazardous materials (OHM) on or in the vicinity of the sites. To adhere to the standards established by the ASTM E 1527-13, The JBGS Team will perform the following tasks:

8.1 Documentation

A Regulatory file review including a computer database search of federal and state files and a review of Department of Energy & Environment (DOEE) files, if available, to provide more information about reported releases of OHM identified through the database search on or adjacent to the sites. The JBGS Team will also review municipal and historical files to help confirm ownership history and past usage.

Interviews with the current owner and/or persons knowledgeable about each site for pertinent information regarding site history, known releases of OHM, past use, storage, and disposal of OHM, past environmental violations, reports and/or related documentation.

8.2 Site Visit

Observe and document present conditions at the Project Area and surrounding area to include any RECs, exterior features and structures, readily accessible interior features and structures. Evaluate adjoining properties and conduct observations.

8.3 Evaluation

Evaluate documentation and results of the site visit to identify any RECs that may adversely impact environmental conditions within the Project area.

8.4 Report Development

Develop a report summarizing the Phase I study, pertinent findings, and their relevance, and conclusions to inform further actions, decisions, or mitigations as they pertain to RECs.

9.0 Geotechnical Engineering

The JBGS Team will provide a geotechnical engineering analysis of the Project site.

9.1 Desktop Study

The JBGS Team will gather and compile existing geotechnical information prepared by others, including: available geotechnical reports, boring logs, and foundation design and construction records from WMATA and JBG SMITH facilities in the vicinity of the Project; other geotechnical data records; and published geologic mapping data. The JBGS Team will then prepare a site plan showing locations of available geotechnical data.

9.2 Field Engineering

The JBGS Team will perform tasks to prepare for proposed subsurface exploration activities to include:

- Perform site reconnaissance and approximate boring stakeout.

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- Contact Miss Utility prior to mobilizing drilling equipment to the Project site.
- Retain a private utility locator to sweep a 25-foot radius around the borehole locations.
- Obtain Maintenance of Traffic (MOT) as necessary to perform test borings.
- Obtain excavation and MOT permits from WMATA and Arlington County.

9.3 Subsurface Exploration

The JBGS Team will perform a subsurface exploration program that includes up to three test borings to depths between 70 and 100 feet. The borings will be drilled to the depths indicated or to prior auger or sampler refusal. The JBGS Team will collect two 3-inch diameter Shelby tube samples and grout boreholes upon completion and dispose of drilling spoils offsite.

- A boring location plan will be prepared once the JBGS Team has received all site plan information indicating proposed and existing site features. The boring location plan will be submitted to WMATA for comment and approval. Actual boring locations will be selected as necessary to avoid existing structures, roadways, subsurface and overhead utilities, and other obstructions to drill rig access.
- Boring locations will be accessible with truck-mounted equipment.
- Concrete coring will not be required at the boring locations.
- Borings will be backfilled with grout. Excess spoil will be removed from site.
- The County and WMATA will provide any permits or permission required to drill the borings at no cost to the JBGS Team.
- Filed activities will generally be performed between the hours of 7 AM and 5 PM, Monday through Friday. No weekend work or night drilling is anticipated in this proposal.
- "Miss Utility" will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Public utility companies are not obligated to, and generally will not, mark private utilities on a site.
- Given the site is a previously-excavated-fill condition, this proposal assumes subsurface materials are free of environmental contaminants and that the materials the JBGS Team will encounter will not require personal protective equipment beyond OSHA Level D. The JBGS Team has also assumed that no special handling of samples will be required. If environmentally contaminated materials are encountered, the JBGS Team will not take responsibility for managing them and will advise the County on alternatives for the Project to manage soils under a separate assignment or amendment to this contract.

9.4 Laboratory Testing

Samples collecting during Task 9.3 will undergo the following laboratory tests:

- 10 Moisture Content, ASTM D2216
- 2 Natural Density and Moisture Content
- 6 Grain Size Distribution, ASTM D422 (and/or D1140)
- 6 Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318
- 2 Consolidated-undrained Triaxial Shear Test, ASTM D4767
- 2 Corrosion Potential Test Series (pH, Reduction-Oxidation Potential, Resistivity, Qualitative Test for Sulfides, Water-soluble Sulfate and Chloride Test)

9.5 Preliminary Geotechnical Engineering Analysis and Report

The JBGS Team will prepare a preliminary geotechnical engineering report using data and information gathered in the prior tasks including:

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- Estimated subsurface profiles and groundwater levels within the area explored based on data collected in the subsurface exploration.
- Recommended Seismic Site Class and Seismic Site Coefficients (Fa and Fv) in accordance with IBC 2016 for use in foundation design based on data collected in the subsurface exploration.
- Evaluation of the shrink/swell potential of the soils encountered in the exploration.
- Preliminary foundation recommendations including feasible foundation systems and range of bearing pressures or capacities.
- Comments regarding underpinning existing, adjacent foundations.
- Recommended earth pressures for below-grade structures.
- Discussion of expected excavation Support of Excavation (SOE) methods.
- Comments regarding permanent subdrainage design and construction dewatering.
- Construction considerations related to the implementation of our recommendations.
- Recommended scope for a final geotechnical engineering study.

10.0 Survey and Subsurface Utility Engineering

The JBGS Team will provide a boundary survey and topographic survey for the Project site and limited adjacent property. The survey will show top and bottom of curb, top elevations of sanitary and storm sewer manholes, storm inlets, location of water manholes, valves and other utility manholes, sidewalks, driveways, roadways, alleys, and all other major visible above ground site improvements. The survey will also include culverts, channels, fence lines, and trees of 12" DBH and above within the delineated limits of survey. WMATA will provide appropriate datum, which the JBGS Team will incorporate into the survey. The JBGS Team will produce a final electronic drawing of the topographic survey. The Team will also provide subsurface utility engineering services. Finally, the JBGS Team will execute field investigations of all dry utility systems including water, gas, electrical, communication, steam, hot water, chill water, force mains, and security systems. The field investigator will prepare sketched documentation and an enhanced representation of the existing utility systems.

11.0 Station Architecture

11.1 Draft 1 – 30% Package – Internal Team Review

This task will kick off with a staff internal workshop to determine changes and alterations needed to current plans, including:

- Study design options for the entrance
- Set street clearances (required setback) for station entrance stairs and canopy – Arlington County
- Modification of service areas – more efficient layout - coordinate with station design
- Center kiosk in faregates as requested by WMATA architecture
- Determine depth of structure spanning tracks – set floor elevations in new mezzanine – coordinate with station design
- Confirm structure over mezzanine required to support building load above – single column size – coordinate with station design
- The opportunity to change to machine room-less elevators to reduce space may be revisited during the 30% design process if WMATA approves this as a viable option for further evaluation.

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This task will also include the following sub-tasks:

- Review codes and determine paths of egress
- Determine elevator lobby smoke/air pressure requirements at Platform and Mezzanine Levels – design space required – coordinate with station design
- Concept design for lighting in public space
- Update 3D model
- Create new plans, sections, elevations
- Create sections and elevations of existing and ancillary spaces
- Sketch renderings of internal mezzanine and street views
- Draw egress diagrams. Balance width of stairs, elevators with number of fare and egress gates to maximize efficiency.
- Internal QAQC
- Independent QA review
- Help with cost estimate
- Update and submit for internal team review
- Team meeting to review comments
- Write up conclusions and obtain agreement from WMATA and County

11.2 Draft 2 - 30% Package External County, WMATA, Stakeholder Review

- Based on comments - modify plans, sections, elevations and 3D model as required
- Using 3D model present images of new station entrance
- Create outline specs for architecture work
- Internal QAQC
- Update and submit to WMATA, Arlington & third-party review
- Meeting to review comments
- Development comment responses
- Meeting to reconcile comments and responses, and obtain agreement

11.3 Draft 3 - 30% Package External County, WMATA, Stakeholder Back-check Review

- Adjust drawings based on approved comments by WMATA, County & Stakeholders
- Update plans, sections, elevations and details
- Update 3D model
- Create draft renderings
- Finalize outline specs
- Internal QAQC
- Independent QA
- Update and submit for internal JBGS Team review
- Update design package for team review comments, submit to County and WMATA
- WMATA, County third party backcheck review
- Meeting to reconcile comments and responses, and obtain agreement
- Final 30% Design Package
- Incorporate comments from WMATA, County and Stakeholders
- Add details into plans: walls, floors and ceiling finish details, acoustic panels, lighting, stair and railings
- Add toilet room details and ADA access
- Modify plans section, elevations as required

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- Update architectural specs
- Using 3D model present images of new station entrance
- From model create multiple renderings of new entrance both interior and exterior
- Internal QAQC
- Final outline specs
- Review final package
- Issue 30% Design Package

12.0 Station Design

This scope of work involves advancement of the station design to an approximate 30% level of design. The design will conform to applicable codes (as identified in the Detailed Proposal), *WMATA Manual of Design Criteria (MDC)*, *WMATA Adjacent Construction Project Manual (ACPM)*, and the Americans with Disabilities Act (ADA). Proposed code, MDC, and/or ACPM deviations, if any, will be discussed with WMATA (or other AHJs) and documented in the Basis of Design Report.

The scope of work includes consolidated advancement of both Phases 1 and 2, as identified in the BoCR, and the design will be based on the Concept Design Plans included in the Report and dated November 2019. Drawings developed for this task will include plans, sections, and elevations appropriate for a 30% level of design. Site, stormwater management (SWM), and civil design services will include work necessary to construct the station facility and allow it to operate in revenue service. This is assumed to include:

- Site demolition, temporary grading, and planting to the extent necessary to construct the station project
- New and modified sidewalks and landscaping along 18th Street and Crystal Drive
- Utilities
- Related SWM design work

Station design will also include station entrances, which include the portal with canopy and elevators with temporary enclosure. Work to be shown as "by others" will include the retail building, the plaza fronting on Crystal Drive, and the retaining wall between the upper and lower plaza.

12.1 Fire Life Safety (FLS) Analysis and Report

The JBGS Team will develop a Fire Life Safety Report that addresses:

- Applicable FLS codes and standards
- Classification of improvements: alterations/additions
- Construction type: fire protection of structure
- Compartmentation: fire separations
- Classification of finishes
- Means of egress, including timed-egress analyses
- Accessible means of egress
- Fire detection and alarm; emergency communications
- Automatic sprinkler and standpipe systems
- Emergency power and lighting

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The analysis will include spreadsheet calculations for NFPA 130 timed egress analyses. The JBGS Team will provide means of egress diagrams and provide support in Arlington County FLS Coordination meetings.

Fire Life Safety (FLS) Analysis and Report Assumptions:

- WMATA staff are the code reviewers for the project.
- All elements of the new station entrance design, including the elevators, escalators, and/or stairway connecting to street level, will be governed by NFPA 130 used in conjunction with the VCC under the methodology developed for WMATA's Application of Codes and Standards unless the project team deems the requirements unreasonable for the available space and budget, at which time the team will make a recommendation to the County on how to proceed.
- WMATA will obtain an easement for the station entrance elevators and associated spaces located within the new corner building, and the design of the elevators will be governed by the same approach to codes and standards as the rest of the station project.
- The current Crystal City Station Egress Analyses Memorandum prepared by AECOM will be revised and will be incorporated into a FLS Report.
- WMATA will lead FLS coordination meetings with Arlington County code officials, with the Project Team in support for up to two meetings.
- Egress analyses includes the following four scenarios: AM No-Build, PM No-Build, AM One Build, and PM One Build

12.2 Vertical Transportation

The JBGS Team will develop design, drawings, and specifications related to vertical transportation. Specifically, the JBGS Team will:

- Review and evaluate elevator requirements with WMATA Design Criteria, Owner and Architect.
- Review architectural drawings and provide consultation on the location, size, speed, and type of passenger and service elevators.
- Review architectural drawings and confirm that the hoistway dimensions, pit depths, overhead clearance requirements and machine room (or control room, if Machine Room-Less type) sizes are adequate for the selected system.
- Provide preliminary structural, mechanical and electrical design information for other disciplines.

The design documents will be in full compliance with applicable federal, state, and municipal codes and ordinances that are in effect at the time of the design's execution. The design documents will conform with all applicable regulations set forth in the latest editions of:

- ASME A17.1/2004 and latest amendments and supplement
- ASME A17.2/2004 and latest amendments and supplements
- International Building Code (IBC)
- NFPA 70
- NFPA 80
- NFPA Codes
- NFPA, Fire doors - Hoistway entrances
- ASME A17.5/CSA - B44.1 - Elevator and Escalator Electrical Equipment
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)

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The JBGS Team will develop the following drawings:

- General Notes
- Passenger Elevator Plan, Machine Room & Schedule
- Passenger Elevator Section & Details
- Passenger Elevator Pit Plan, Section and Reactions

It is assumed that the vertical transportation design will consist of major non-proprietary components approved by WMATA. Specifications will be WMATA masters and any items not covered in the WMATA specifications will be included in outline format for the 30% Design package.

12.3 Structure

The JBGS Team will develop the following structure drawings:

- General Notes
- Foundation Plan
- Lower Level Mezzanine Plan
- Mezzanine Plan
- Platform Plan
- Roof Plan
- Sections I
- Sections II
- Plan for Modified Emergency Egress
- Demolition Details
- Miscellaneous Details

The JBGS Team assumes the following in regard to structural services:

- Team will receive structural plans and foundation and column reactions for the proposed building over the metro station entrance from others.
- Assessment of the existing WMATA station is limited to addressing feasibility of, and design approach for new proposed penetrations:
 - One at vault;
 - Two at station box; and
 - New columns for new station mezzanine.
- Design assumed to be open for public revenue service at one time (rather than phased opening).
- Specifications will be WMATA masters. WMATA will provide baseline technical specifications and the JBGS Team will revise as appropriate for 30% level of design. Items not covered in the WMATA specifications will be included in outline format for the 30% design package.

12.4 Mechanical, Electrical, and Plumbing

The JBGS Team will develop the following mechanical drawings:

- Symbols, Abbreviations, and General Notes
- Demolition / Existing Conditions Site Plan
- Demolition / Existing Conditions Floor Plan
- New Work Site Plan

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- New Work – Floor Plan
- Schedules
- Chilled Water / Condenser Water Flow Diagrams
- Hot Water Flow Diagrams
- Ductwork Schematic Description
- Riser Diagram

The JBGS Team will develop the following electrical drawings:

- Symbols, Abbreviations, and General Notes
- Demolition / Existing Conditions Site Plan
- Demolition / Existing Conditions Floor Plan
- New Work Site Plan
- New Work – Power - Floor Plan (includes modifications to existing electrical systems)
- New Work – Lighting – Floor Plan (includes modifications to existing electrical systems)
- Schedules
- Single Line Diagram

The JBGS Team will develop the following plumbing drawings:

- Symbols, Abbreviations, and General Notes
- Demolition / Existing Conditions Site Plan
- Demolition / Existing Conditions Floor Plan
- New Work Site Plan
- New Work – Floor Plan (includes modifications to existing plumbing systems)
- Schedules

Mechanical, Electrical, and Plumbing Assumptions:

- Mechanical will design an air-cooled chiller to support the anticipated HVAC loads. The new chiller will be located on the roof of the new corner building above the new station.
- Specifications will be WMATA masters. Items not covered in the WMATA specifications will be included in outline format.
- Metering of existing station, if necessary, to be conducted by WMATA.

12.5 Systems

The JBGS Team will develop the following systems drawings for Fire Protection:

- Level one plan sheet
- Level two plan sheet
- Equipment schedule

The JBGS Team will develop the following systems drawings for CCTV/Access Control (combined):

- Level one plan sheet
- Level two plan sheet
- Equipment schedule

The JBGS Team will develop the following systems drawings for Public Announcement (PA) System:

- Level one plan sheet
- Level two plan sheet

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- Equipment schedule

Systems Assumptions:

- Systems design includes verifying existing system conditions in the area of the proposed improvements, identifying existing connection points that the new systems can tie into, and locating new systems equipment.
- New system components shall be selected according to WMATA Design Criteria, shall be compatible with the existing system, and WMATA shall have final approval of all systems products and designs.
- Fire protection design will be developed to be compatible with the future integration of WMATA's ongoing system-wide renovation of all station fire alarm systems.
- Specifications will be WMATA masters. Items not covered in the WMATA specifications will be included in outline format.

12.6 Geotechnical

The station design team will coordinate with the above geotechnical engineering task leads to identify bearing capacity and settlement analysis for both shallow and deep foundations and will provide input on the draft Geotechnical Engineering Report based on the information collected in the Geotechnical Data Report.

12.7 Civil

The JBGS Team will develop the following Civil – Site Design drawings:

- Civil Plan
- Demolition Plan
- Site Grading

The JBGS Team will develop the following Civil – Signing/Marking drawings:

- General Notes
- Curb And Gutter Details, and General Detail Sheet excluded from 30% Submittal

The JBGS Team will develop the following Civil – Storm Drainage Design drawings:

- Plan and profile
- Drainage area map
- General notes
- Standard details excluded from 30% submittal

The JBGS Team will develop the following Civil – Stormwater Management Design drawings:

- Plan and Profile
- Drainage Area Map
- General Notes
- Standard Details excluded from 30% submittal

The JBGS Team will develop the following Civil – Erosion and Sediment Control Design drawings (2 Phase Plan):

- E&S Plan
- E&S Notes
- E&S details excluded from 30% submittal

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The JBGS Team will develop the following Civil – Maintenance of Traffic Plans drawings:

- Plan and Typical Section
- MOT Notes
- Construction Sequence
- Standard Details excluded from 30% submittal

The JBGS Team will develop the following Utilities drawings:

- Composite Utilities Plan
- Utility Relocation Plans: Horizontal location of Street Lighting, Telephone/communications, Storm Drainage, Water, Traffic Signals

Civil Assumptions:

- The corner building designers will provide plans and drawings for coordination with civil design work.

12.8 Visualizations

The JBGS Team will provide renderings for areas affected by the new station entrance and elevators in coordination with the separate JBGS Plaza project

Visualizations Assumptions:

- Landscape architecture drawings for the plaza areas not affected by the new station entrance and elevators are not part of this project and are the responsibility of JBGS.
- Coordination with the JBGS team responsible for landscape architecture of the plaza will be required to execute the landscape renderings for this project.

12.9 Potential Hazard Analysis

JBGS Team will execute a Potential Hazard Analysis (PHA) and PHA Report to:

- Identify and assess hazards and vulnerabilities
- Categorize hazards based on their probability of occurrence and severity
- Propose mitigation measures

The JBGS Team will prepare a draft list of applicable hazards (Hazard Worksheet) and execute the following tasks:

- Identify hazards and categorize risks according to the WMATA Safety & Security Certification Plan (SSCP), Section 4.3
- Determine which, if any hazards are already addressed in existing WMATA Design criteria
- For hazards not already addressed in WMATA Design criteria, propose design and/or operational mitigation measure(s), and assess residual risks
- Conduct a half-day (4 hour) workshop to review and obtain input on the draft Hazard Worksheet

The JBGS Team will prepare a PHA Report, for which WMATA will provide the template. The JBGS Team will execute the following tasks for the PHA Report:

- Incorporate workshop findings into a draft PHA Report
- Provide the draft PHA Report for WMATA review, comment, reconciliation, and approval

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- Execute a Final PHA Report

PHA Assumptions:

- The scope of the PHA will be limited to the passenger station and rail systems impacted by the Project
- The work will be conducted in parallel to the development of the 30% design package
- Excluded analyses: Operating Hazards Analysis, Construction-Period Hazards or Safety Analysis, and Threat & Vulnerability Assessment

13.0 Construction Services

The scope of work for the 30% preconstruction services includes:

- Team Coordination
- Design and Constructability Reviews
- Final 30% Cost Estimate
- Construction schedule
- Value Engineering
- Permits Identification and Coordination
- Preliminary Submittal List (submissions to be made to WMATA for review and approval)
- List of WMATA Facilities to be affected, altered and/or removed during the Project
- Draft Plan for protection, restoration, and/or replacement of the WMATA Facilities affected
- Description and graphical representation of physical impacts that construction of the Project may have on WMATA facilities currently in operation
- Utility Coordination
- Building Information Modeling Coordination
- Document Management
- Risk Matrix
- Draft Site-Specific Work Plans (SSWP)
- Support of Excavation Concepts
- Identify Long Lead Time Equipment, such as fare equipment, elevators, and switchgear
- Underground Baseline Report
- Survey support
- Input on preferred locations for test pits
- Draft Traffic Management Plan

OPTIONAL TASK 1

Emergency Ventilation/Smoke Management

Given the requirement for this task is unknown at this time and generally subject to WMATA staff input and determination, we are unable to confirm it is needed, but have included here as an option for the County. If requested by the County and WMATA, the JBGS Team will address conformance to the applicable fire life safety codes and standards of the proposed Crystal City Station improvements with respect to tenability in the egress paths, to complement the design and egress feasibility results to date. The station improvements include the new station entrance and the new station mezzanine, are part of a development project for the areas above the existing station.

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The JBGS Team will also conduct emergency ventilation analysis using a Computational Fluid Dynamics (CFD) computer program to simulate tenability conditions for the existing Crystal City Station and for the proposed station improvements. The JBGS Team will establish boundary conditions for the CFD analysis using the Subway Environment Simulation (SES) computer program for simulation of the station and connecting tunnel network. The analysis will consist of the following tasks:

- The JBGS Team will develop a Tenability Feasibility Study Summary Report, including:
 - NFPA 130 egress route tenability evaluations
 - SES & CFD analyses summary report with key figures
 - Feasibility Level fan layouts at existing passive shafts

OPTIONAL TASK 2
Bridging Documents

The JBGS Team’s current proposal is to advance the Preliminary Engineering Phase under the Interim Agreement as well as the Design-Build Phase under the Comprehensive Agreement using the same team members for design and construction.

If Arlington County determines its in the best interest of the project to solicit the services of an independent contractor for the Design-Build phase of the project, then the JBGS Team will compile the 30% design plans and documents included in this scope into full Design-Build Bridging Documents for use in the procurement of new team members.

Overall Scope of Services Assumptions

- Arlington County and WMATA will make all existing Crystal City east entrance station design (~10%) files available to the JBGS Team prior to the start of work.
- The JBGS Team assumes an initial alternatives analysis will be completed as part of the team’s due diligence process in ensuring all design selections and recommendations in the BoCR are agreed upon as the most efficient recommendations to be advanced through the 30% Design phase and eventually to construction. This initial of evaluation of current design concepts will likely result in some changes to the current design, which will need to meet and WMATA approval prior to being advanced.
- An errors and omissions clause is included in the Interim Agreement.

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Exclusions to this Agreement

This proposal has been prepared based upon the JBGS Team's recommendations for the services required to complete a 30% Design Package, which includes the following exclusion of services not included in this agreement. If additional services are requested to address any of these exclusions, the JBGS Team, at the request of the County, will respectfully submit an updated scope and cost proposal at that time.

- The Project does not fall within a Resource Protection Area (RPA) or require a Water Quality Impact Assessment (WQIA), therefore this has not been included in the scope of work or cost proposal.
- Phase I ESA Exclusions:
 - This analysis will be based solely on available desktop information and visual observations of site conditions for overt evidence of potential areas of concern. Subsurface investigations are not anticipated as being required and therefore have not been included in these services.
 - This scope does not include evaluation of soil vapor, radon, asbestos or other potential environmental concerns not included in the ASTM or AAI standards.
 - Further investigations such as sampling and lab analysis will be determined under this scope, but would be costed under an amendment to this contract.
- Permanent work in public right of way is excluded (except sidewalk and curb and gutter affected by the construction, if any, in the vicinity of work area).
- Civil services include at grade work required to accommodate the new station access improvements related to the new Metrorail elevators, escalators, and/or stairs only. Any civil work related to the new corner building located above the station is excluded.
- Rendered landscape architecture perspectives are excluded.
- FLS Report excludes accessibility analyses and pedestrian simulation modeling.
- Conduit and cable routing, PA system calculations, acoustic studies, and fire protection capacity calculations are excluded from systems engineering. These are assumed to be part of final design.
- Elevation and detail drawings of new or existing system rooms is excluded. These are assumed to be part of final design.
 - New station structure will be configured to use deep foundations on the wall adjacent to the existing station, thereby preventing changes in loads on the existing station. Therefore, analysis of the existing station for adjacent loads will not be performed.
- Development of new station demand populations excluded. Demand populations contained in the existing Crystal City Egress Analysis Memorandum will be used.
- No design, concept or otherwise, will be included for temporary works including support of excavation or support of existing structures. These are assumed to be part of final design.

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EAST ENTRANCE

B. Compensation >



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JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION
Fee by Task Costs

Total Costs per Task (JBGS, VHB, KGP, AECOM, Clark)		
Tasks	Hours	Cost
JBGS Management Costs	NA	\$ 252,032.00
Project Mgt., Team Meetings, Workshops, Alternatives Evaluation	1489	\$ 272,360.00
County & WMATA Coordination and Partnering Meetings	1145	\$ 214,860.00
Public Involvement	867	\$ 150,225.00
Agency and Stakeholder Coordination	196	\$ 38,780.00
Utility Coordination	48	\$ 9,330.00
Quality Management	216	\$ 44,160.00
Environmental Documentation	656	\$ 98,530.00
Cultural Resources	372	\$ 49,450.00
Phase I Environmental Site Assessment	104	\$ 12,960.00
Geotechnical Engineering	-	\$ 83,000.00
Survey and Subsurface Utility Engineering (see expenses)	-	\$ 67,970.00
Station Design	8773	\$ 1,428,470.00
Station Architecture	1847	\$ 249,400.00
Construction Services	3024	\$ 483,790.00
Expenses		\$ 117,488.00
Totals =	18737	\$ 3,572,805.00
OPTIONAL TASK (need for services to be determined by County & WMATA)		
Emergency Ventilation/Smoke Management	318	\$ 539,988.75
OPTIONAL TASK (need for services to be determined by County & WMATA)		
Design-Build Bridging Documents	1330	\$ 232,600.00
OPTIONAL TASK (need for facility to be determined by County)		
Co-Location Office Space for Project Team, County, and WMATA staff		
<u>Note:</u> co-location need and cost will be re-evaluated with County at a later date depending on project needs and available space.	NA	\$ 60,000.00

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

VHB COSTS											
JBG SMITH Team - Crystal City Metro Station East Entrance Project	Project Manager	Deputy Project Manager	Senior Environmental Planner	Senior Engineer	Engineer	Senior Planner	Planner	Environmental Specialist	Administrative Support	Subtotal Hours by Task	Subtotal Costs by Task
	\$ 300.00	\$ 225.00	\$ 225.00	\$ 180.00	\$ 140.00	\$ 170.00	\$ 130.00	\$ 100.00	\$ 80.00		
Project Management											
Team Kickoff Meeting	14	8	7	4	28	2	14		7	84	\$ 14,935.00
Team Progress Meetings	14	28	6	4	28	6	14		7	107	\$ 19,890.00
Team Biweekly Check-In Calls	22	28	5	4	44	5	22		11	141	\$ 25,495.00
Miscellaneous Team Meetings (as requested)	24	36	4	4	48	4	24		12	156	\$ 28,400.00
Job Pricing and Value Engineering Meetings	20	16	4	16	40	4	20		10	130	\$ 23,060.00
Team Invoicing Review, Payment Recommendations, County Payment Applications	13	26	4	4	56	4	28		14	149	\$ 24,650.00
Project Documentation	26	26	4	4	56	4	28		14	162	\$ 28,550.00
Subtotal Hours by Labor Category =	133	168	34	40	300	29	150	0	75	929	
Subtotal Costs by Labor Category =	\$ 39,900.00	\$ 37,800.00	\$ 7,650.00	\$ 7,200.00	\$ 42,000.00	\$ 4,930.00	\$ 19,500.00	\$ -	\$ 6,000.00		\$ 164,980.00
County and WMATA Team Meetings											
JBGS Site Development Coordination Meetings	8	16	4	4	16	4	8		4	64	\$ 11,900.00
Constructability Review Meetings with external stakeholders	32	16	4	16	24	4	12		6	114	\$ 23,060.00
WMATA Chief Engineer and Design Coordination Meetings (3 planned, +2 if needed)	20	32	10	24	24	10	12		6	138	\$ 26,870.00
Arlington County Briefing/Coordination Meetings	20	8	4	4	40	4	20		10	110	\$ 19,100.00
Utility Coordination Meetings	8	8	4	4	16	4	8		4	56	\$ 10,100.00
Partnering Workshops	20	16	4	4	40	4	20		10	118	\$ 20,900.00
Subtotal Hours by Labor Category =	108	96	30	56	160	30	80	0	40	600	
Subtotal Costs by Labor Category =	\$ 32,400.00	\$ 21,600.00	\$ 6,750.00	\$ 10,080.00	\$ 22,400.00	\$ 5,100.00	\$ 10,400.00	\$ -	\$ 3,200.00		\$ 111,930.00
Public Involvement											
Public Involvement Plan	20	10	16	10	16	20	10	12	16	130	\$ 23,070.00
Public Meeting	28	14	16	14	32	28	14	12	24	182	\$ 31,850.00
Project Website	12	6		6	0	12	6		6	48	\$ 9,330.00
WMATA Compact Public Hearing	4	8	80				100	100		292	\$ 44,000.00
Subtotal Hours by Labor Category =	64	38	112	30	48	60	130	124	46	652	
Subtotal Costs by Labor Category =	\$ 19,200.00	\$ 8,550.00	\$ 25,200.00	\$ 5,400.00	\$ 6,720.00	\$ 10,200.00	\$ 16,900.00	\$ 12,400.00	\$ 3,680.00		\$ 108,250.00
Agency and Stakeholder Coordination											
Stakeholder Identification	24	12		12	0	12	12		12	84	\$ 16,620.00
Stakeholder Meetings	32	16		16	0	16	16		16	112	\$ 22,160.00
Subtotal Hours by Labor Category =	56	28	0	28	0	28	28	0	28	196	
Subtotal Costs by Labor Category =	\$ 16,800.00	\$ 6,300.00	\$ -	\$ 5,040.00	\$ -	\$ 4,760.00	\$ 3,640.00	\$ -	\$ 2,240.00		\$ 38,780.00
Utility Coordination											
Request and record utility information from entities with existing assets	8	4		4	0	8	4		4	32	\$ 6,220.00
Two (2) coordination meetings with utility owners	4	2		2	0	4	2		2	16	\$ 3,110.00
Subtotal Hours by Labor Category =	12	6	0	6	0	12	6		6	48	
Subtotal Costs by Labor Category =	\$ 3,600.00	\$ 1,350.00	\$ -	\$ 1,080.00	\$ -	\$ 2,040.00	\$ 780.00		\$ 480.00		\$ 9,330.00

Crystal City Metrorail Station East Entrance Project
 JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION

Quality Management											
Quality Management Plan	16	8		16	0	8	8		8	64	\$ 12,520.00
Design Reviews	16	8		16	0	8	8		8	64	\$ 12,520.00
Design-Build Pricing Reviews	32	16		16	0	8	8		8	88	\$ 19,120.00
Subtotal Hours by Labor Category =	64	32		48	0	24	24		24	216	
Subtotal Costs by Labor Category =	\$ 19,200.00	\$ 7,200.00		\$ 8,640.00	\$ -	\$ 4,080.00	\$ 3,120.00		\$ 1,920.00		\$ 44,160.00
Environmental Documentation											
WMATA Environmental Evaluation	4	8	32	32	40	80	80	100		376	\$ 55,560.00
NEPA Documented Categorical Exclusion	4	8	20	20	20	20	32	40		164	\$ 25,460.00
Environmental Permitting Assessment	4	8	10	10	10	10	32	32		116	\$ 17,510.00
Subtotal Hours by Labor Category =	12	24	62	62	70	110	144	172	0	656	
Subtotal Costs by Labor Category =	\$ 3,600.00	\$ 5,400.00	\$ 13,950.00	\$ 11,160.00	\$ 9,800.00	\$ 18,700.00	\$ 18,720.00	\$ 17,200.00	\$ -		\$ 98,530.00
Cultural Resources											
Background Documentation	2	4					20		40	66	\$ 7,300.00
Project Review Form	2	10					40		50	102	\$ 12,050.00
Consultation with Arlington County	2	12					30			44	\$ 7,200.00
Consultation with DHR	2	10					30			42	\$ 6,750.00
NEPA and Section 106 Compliance	2	26					50		40	118	\$ 16,150.00
Subtotal Hours by Labor Category =	10	62	0	0	0	0	170	0	130	372	
Subtotal Costs by Labor Category =	\$ 3,000.00	\$ 13,950.00	\$ -	\$ -	\$ -	\$ -	\$ 22,100.00	\$ -	\$ 10,400.00		\$ 49,450.00
Preliminary Phase I Environmental Site Assessment											
Phase I Environmental Site Assessment	2			18	18			66		104	\$ 12,960.00
Subtotal Hours by Labor Category =	2	0	0	18	18	0	0	66	0	104	
Subtotal Costs by Labor Category =	\$ 600.00	\$ -	\$ -	\$ 3,240.00	\$ 2,520.00	\$ -	\$ -	\$ 6,600.00	\$ -		\$ 12,960.00

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

Geotechnical Engineering											
Schnabel Geotechnical Borings, Data Report, and Engineering											\$ 83,000.00
Survey and Subsurface Utility Engineering											
Aultec, Inc. Land Surveying and Subsurface Utility Engineering											\$ 67,970.00
Station Design											
Fire Life Safety Analysis and Report	8	4		8	8	8	8		4	48	\$ 8,580.00
Vertical Transportation	8	4		8	8	8	8		4	48	\$ 8,580.00
Structure	8	4		8	8	8	8		4	48	\$ 8,580.00
MEP	8	4		8	8	8	8		4	48	\$ 8,580.00
Systems	8	4		8	8	8	8		4	48	\$ 8,580.00
Geotechnical	8	4		8	8	8	8		4	48	\$ 8,580.00
Civil	8	4		8	8	8	8		4	48	\$ 8,580.00
Potential Hazard Analysis	8	4		8	8				4	32	\$ 6,180.00
Visualizations	4	4		4	8		8		4	32	\$ 5,300.00
Subtotal Hours by Labor Category =	68	36	0	68	72	56	64	0	36	400	
Subtotal Costs by Labor Category =	\$ 20,400.00	\$ 8,100.00	\$ -	\$ 12,240.00	\$ 10,080.00	\$ 9,520.00	\$ 8,320.00	\$ -	\$ 2,880.00		\$ 71,540.00
Station Architecture											
Architectural Services	16	16		16	32	16	16		6	118	\$ 21,040.00
Subtotal Hours by Labor Category =	16	16	0	16	32	16	16	0	6	118	
Subtotal Costs by Labor Category =	\$ 4,800.00	\$ 3,600.00	\$ -	\$ 2,880.00	\$ 4,480.00	\$ 2,720.00	\$ 2,080.00	\$ -	\$ 480.00		\$ 21,040.00
Construction Services											
Design and Constructability Reviews	12	12		8	0	0	8		8	48	\$ 9,420.00
30% Estimate	12	12		8	0	0	8		8	48	\$ 9,420.00
Scheduling	12	12		8	0	0	8		8	48	\$ 9,420.00
Value Engineering	12	12		8	0	0	8		8	48	\$ 9,420.00
Building Information Modeling Coordination	12	12		8	0	0	8		8	48	\$ 9,420.00
Risk Matrix	12	12		8	0	0	8		8	48	\$ 9,420.00
Support of Excavation Concepts	12	12		8	0	0	8		8	48	\$ 9,420.00
Long-Lead Items, Fare Equipment, Elevators	12	12		8	0	0	8		8	48	\$ 9,420.00
Subtotal Hours by Labor Category =	96	96	0	64	0	0	64	0	64	384	
Subtotal Costs by Labor Category =	\$ 28,800.00	\$ 21,600.00	\$ -	\$ 11,520.00	\$ -	\$ -	\$ 8,320.00	\$ -	\$ 5,120.00		\$ 75,360.00
Grand Totals =	\$ 140,700.00	\$ 105,300.00	\$ 21,600.00	\$ 63,000.00	\$ 68,880.00	\$ 46,750.00	\$ 86,580.00	\$ 23,800.00	\$ 29,520.00		
										Subtotal labor =	\$806,310.00
										Miscellaneous expenses =	\$72,567.90
										Geotechnical =	\$83,000.00
										Survey & SUE =	\$67,970.00
										Grand total =	\$1,029,847.90

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

AECOM COSTS											
JBG SMITH Team - Crystal City Metro Station East Entrance Project	Project Manager	Deputy Project Manager	Senior Environmental Planner	Senior Engineer	Engineer	Senior Planner	Planner	Environmental Specialist	Administrative Support	Subtotal Hours by Task	Subtotal Costs by Task
	\$ 300.00	\$ 225.00	\$ 225.00	\$ 180.00	\$ 140.00	\$ 170.00	\$ 130.00	\$ 100.00	\$ 80.00		
Project Management											
Team Kickoff Meeting	4	9		8	8		8		4	41	\$ 7,145.00
Team Progress Meetings	7	16		12	8		12		3	58	\$ 10,780.00
Team Biweekly Check-In Calls	7	16		10	8		10		3	54	\$ 10,160.00
Miscellaneous Team Meetings (as requested)	9	16		8	8		8		3	52	\$ 10,140.00
Job Pricing and Value Engineering Meetings	9	18		12	8		12		3	62	\$ 11,830.00
Team Invoicing Review, Payment Recommendations, County Payment Applications	8	26		8	8		8		3	61	\$ 12,090.00
Project Documentation	8	26		8	8		8		3	61	\$ 12,090.00
Subtotal Hours by Labor Category =	52	127	0	66	56	0	66	0	22	389	
Subtotal Costs by Labor Category =	\$ 15,600.00	\$ 28,575.00	\$ -	\$ 11,880.00	\$ 7,840.00	\$ -	\$ 8,580.00	\$ -	\$ 1,760.00		\$ 74,235.00
County and WMATA Team Meetings											
JBGS Site Development Coordination Meetings	7	13		12	8		12		3	55	\$ 10,105.00
Constructability Review Meetings with external stakeholders	9	18		12	8		12		3	62	\$ 11,830.00
WMATA Chief Engineer and Design Coordination Meetings (3 planned, +2 if needed)	14	24		28	8		28		3	105	\$ 19,640.00
Arlington County Briefing/Coordination Meetings	4	9		12	8		12		3	48	\$ 8,305.00
Utility Coordination Meetings	4	9		12	8		12		3	48	\$ 8,305.00
Partnering Workshops	9	18		8	8		8		3	54	\$ 10,590.00
Subtotal Hours by Labor Category =	47	91	0	84	48	0	84	0	18	372	
Subtotal Costs by Labor Category =	\$ 329.00	\$ 1,183.00	\$ -	\$ 1,008.00	\$ 384.00	\$ -	\$ 1,008.00	\$ -	\$ 54.00		\$ 68,775.00
Public Involvement											
Public Involvement Plan										0	\$ -
Public Meeting	12	23			32	16	16		8	107	\$ 18,695.00
Project Website										0	\$ -
WMATA Compact Public Hearing	20	40								60	\$ 15,000.00
Subtotal Hours by Labor Category =	32	63	0	0	32	16	16	0	8	167	
Subtotal Costs by Labor Category =	\$ 9,600.00	\$ 14,175.00	\$ -	\$ -	\$ 4,480.00	\$ 2,720.00	\$ 2,080.00	\$ -	\$ 640.00		\$ 33,695.00

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

AECOM COSTS											
JBG SMITH Team - Crystal City Metro Station East Entrance Project	Project Manager	Deputy Project Manager	Senior Environmental Planner	Senior Engineer	Engineer	Senior Planner	Planner	Environmental Specialist	Administrative Support	Subtotal Hours by Task	Subtotal Costs by Task
	\$ 300.00	\$ 225.00	\$ 225.00	\$ 180.00	\$ 140.00	\$ 170.00	\$ 130.00	\$ 100.00	\$ 80.00		
Station Design											
Fire Life Safety Analysis and Report	60	264		360	120				24	828	\$ 160,920.00
Vertical Transportation	40	48		68	132				20	308	\$ 55,120.00
Structure	160	242		390	1628				88	2508	\$ 407,610.00
MEP	32	48		165	1214				34	1493	\$ 222,780.00
Systems	16	28		98	320				20	482	\$ 75,140.00
Geotechnical	16	32		80	186				16	330	\$ 53,720.00
Civil	60	120		240	1088				34	1542	\$ 243,240.00
Potential Hazard Analysis	24	48		186	394				32	684	\$ 109,200.00
Visualizations	2	4		4	8				12	30	\$ 4,300.00
Subtotal Hours by Labor Category =	410	834	0	1591	5090	0	0	0	280	8205	
Subtotal Costs by Labor Category =	\$ 123,000.00	\$ 187,650.00	\$ -	\$ 286,380.00	\$ 712,600.00	\$ -	\$ -	\$ -	\$ 22,400.00		\$ 1,332,030.00
Grand Totals =	\$ 148,200.00	\$ 230,400.00	\$ -	\$ 298,260.00	\$ 724,920.00	\$ 2,720.00	\$ 10,660.00	\$ -	\$ 24,800.00		
										Subtotal labor =	\$1,508,735.00
										Miscellaneous expenses =	\$30,174.70
										Grand total =	\$1,538,909.70

OPTIONAL TASK: Emergency Ventilation/Smoke Management											
Emergency Ventilation/Smoke Management Task Mgt., Meetings, Coordination	16	22		118	162					318	\$ 53,670.00
NFPA 130 egress route tenability evaluations	40	54		300	400					794	\$ 134,150.00
Simulate tenability conditions (using CFD program)	72	105		540	730					1447	\$ 244,625.00
SES & CFD analyses summary report with key figures	24	32		180	241					477	\$ 80,540.00
Feasibility Level fan layouts at existing passive shafts	8	11		60	81					160	\$ 27,003.75
Subtotal Hours by Labor Category =	160	224	0	1198	1614	0	0	0	0	3196	
Grand Totals =	\$ 48,000.00	\$ 50,388.75	\$ -	\$ 215,640.00	\$ 225,960.00	\$ -	\$ -	\$ -	\$ -		\$ 539,988.75

OPTIONAL TASK: Design-Build Bridging Documents											
Design-Build Bridging Documents	100	160		420	650					1330	\$ 232,600.00

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

KGP COSTS											
JBG SMITH Team - Crystal City Metrorail Station East Entrance Project	Project Manager	Deputy Project Manager	Senior Environmental Planner	Senior Architect	Architect	Senior Planner	Planner	Environmental Specialist	Administrative Support	Subtotal Hours by Task	Subtotal Costs by Task
	\$ 300.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 120.00	\$ 170.00	\$ 130.00	\$ 100.00	\$ 80.00		
Project Management											
Team Kickoff Meeting				4	6					10	\$ 1,620.00
Team Progress Meetings				6	8					14	\$ 2,310.00
Team Biweekly Check-In Calls				5	7					12	\$ 1,965.00
Miscellaneous Team Meetings (as requested)				4	8					12	\$ 1,860.00
Job Pricing and Value Engineering Meetings				8	16					24	\$ 3,720.00
Project Documentation				8	8					16	\$ 2,760.00
Subtotal Hours by Labor Category =	0	0	0	35	53	0	0	0	0	88	
Subtotal Costs by Labor Category =	\$ -	\$ -	\$ -	\$ 7,875.00	\$ 6,360.00	\$ -	\$ -	\$ -	\$ -		\$ 14,235.00
County and WMATA Team Meetings											
JBGS Site Development Coordination Meetings				4	8					12	\$ 1,860.00
Constructability Review Meetings with external stakeholders				4	8					12	\$ 1,860.00
WMATA Chief Engineer and Design Coordination Meetings (3 planned, +2 if needed)				5	16					21	\$ 3,045.00
Arlington County Briefing/Coordination Meetings				4	8					12	\$ 1,860.00
Utility Coordination Meetings				4	8					12	\$ 1,860.00
Partnering Workshops				8	8					16	\$ 2,760.00
Subtotal Hours by Labor Category =	0	0	0	29	56	0	0	0	0	85	
Subtotal Costs by Labor Category =	\$ -	\$ -	\$ -	\$ 145.00	\$ 392.00	\$ -	\$ -	\$ -	\$ -		\$ 13,245.00
Public Involvement											
WMATA Compact Public Hearing				24	24					48	\$ 8,280.00
Subtotal Hours by Labor Category =	0	0	0	24	24	0	0	0	0	48	
Subtotal Costs by Labor Category =	\$ -	\$ -	\$ -	\$ 5,400.00	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -		\$ 8,280.00
Station Design											
Fire Life Safety Analysis and Report				4	8					12	\$ 1,860.00
Vertical Transportation				4	8					12	\$ 1,860.00
Structure				4	8					12	\$ 1,860.00
MEP				4	8					12	\$ 1,860.00
Systems				4	8					12	\$ 1,860.00
Geotechnical				4	8					12	\$ 1,860.00
Civil				4	8					12	\$ 1,860.00
Visualizations	4	4		4	48		24			84	\$ 11,880.00
Subtotal Hours by Labor Category =	4	4	0	32	104	0	24	0	0	168	
Subtotal Costs by Labor Category =	\$ 1,200.00	\$ 900.00	\$ -	\$ 7,200.00	\$ 12,480.00	\$ -	\$ 3,120.00	\$ -	\$ -		\$ 24,900.00
Station Architecture											
Architectural Services	16	12		164	1525				12	1729	\$ 228,360.00
Subtotal Hours by Labor Category =	16	12	0	164	1525	0	0	0	12	1729	
Subtotal Costs by Labor Category =	\$ 4,800.00	\$ 2,700.00	\$ -	\$ 36,900.00	\$ 183,000.00	\$ -	\$ -	\$ -	\$ 960.00		\$ 228,360.00
Grand Totals =	\$ 6,000.00	\$ 3,600.00	\$ -	\$ 57,375.00	\$ 204,720.00	\$ -	\$ 3,120.00	\$ -	\$ 960.00		
Subtotal labor =											\$289,020.00
Miscellaneous expenses =											\$5,780.40
Grand total =											\$294,800.40

**Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION**

CLARK COSTS											
JBG SMITH Team - Crystal City Metrorail Station East Entrance Project	Project Executive	Design-Build Executive	Senior Project Manager	Superintendent	Project Manager	Chief Estimator	Staff Estimators	BIM Engineer	SOE Engineer	Subtotal Hours by Task	Subtotal Costs by Task
	\$ 270.00	\$ 270.00	\$ 270.00	\$ 130.00	\$ 120.00	\$ 150.00	\$ 110.00	\$ 115.00	\$ 145.00		
Project Management											
Team Kickoff Meeting	3	3		6	6				4	22	\$ 3,700.00
Team Biweekly Check-In Calls	5	5	5	2						17	\$ 4,310.00
Miscellaneous Team Meetings (as requested)	7	3	7	3						20	\$ 4,980.00
Job Pricing and Value Engineering Meetings	8									8	\$ 2,160.00
Team Invoicing Review, Payment Recommendations, County Payment Applications	4	4	4	4						16	\$ 3,760.00
Subtotal Hours by Labor Category =	27	15	16	15	6	0	0	0	4	83	
Subtotal Costs by Labor Category =	\$ 7,290.00	\$ 4,050.00	\$ 4,320.00	\$ 1,950.00	\$ 720.00	\$ -	\$ -	\$ -	\$ 580.00		\$ 18,910.00
County and WMATA Team Meetings											
JBGS Site Development Coordination Meetings	7	3	7	3						20	\$ 4,980.00
Constructability Review Meetings with external stakeholders	7	7	7	3					3	27	\$ 6,495.00
WMATA Chief Engineer and Design Coordination Meetings (3 planned, +2 if needed)			4							4	\$ 1,080.00
Arlington County Briefing/Coordination Meetings	3	2	3						3	11	\$ 2,595.00
Utility Coordination Meetings	3	2	3						3	11	\$ 2,595.00
Partnering Workshops	3	3	3	3				3		15	\$ 3,165.00
Subtotal Hours by Labor Category =	23	17	27	9	0	0	0	3	9	88	
Subtotal Costs by Labor Category =	\$ 161.00	\$ 51.00	\$ 189.00	\$ 27.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 20,910.00
Construction Services											
Team Coordination	24	12	96	48	60	60				300	\$ 58,080.00
Design and Constructability Reviews	16	12	56	56	56	72			8	276	\$ 48,640.00
30% Estimate	16	8	32	26	56	176	296		8	618	\$ 85,340.00
Scheduling			20	80	80	24	16		4	224	\$ 31,340.00
Value Engineering			20	20	40	48	20		8	156	\$ 23,360.00
Permits Identification and Coordination			20	40	40				40	140	\$ 21,200.00
Utility Coordinationm			20	40	40			4	8	112	\$ 17,020.00
Building Information Modeling Coordination			10	20	20	18	20	40		128	\$ 17,200.00
Document Management			10	10	20	28	20	20	4	112	\$ 15,680.00
Risk Matrix	8	8	20	20	20	16	8			100	\$ 18,000.00
Draft Site-Specific Work Plans (SSWP)			20	20	40			8		88	\$ 13,720.00
Partnering Meetings	16	8	16	16	16				120	192	\$ 32,200.00
Support of Excavation Concepts		4		8				16		28	\$ 3,960.00
Long-Lead Items, Fare Equipment, Elevators			16		16	16				48	\$ 8,640.00
Underground Baseline Report								80		80	\$ 9,200.00
Survey Support				16				4		20	\$ 2,540.00
Test Pits				16				2		18	\$ 2,310.00
Draft Traffic Management Plan										0	\$ -
Subtotal Hours by Labor Category =	80	52	356	436	504	458	380	174	200	2640	
Subtotal Costs by Labor Category =	\$ 21,600.00	\$ 14,040.00	\$ 96,120.00	\$ 56,680.00	\$ 60,480.00	\$ 68,700.00	\$ 41,800.00	\$ 20,010.00	\$ 29,000.00		\$ 408,430.00
Grand Totals =	\$ 28,890.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00	\$ 87,000.00		
										Subtotal labor =	\$448,250.00
										Miscellaneous expenses =	\$8,965.00
										Grand total =	\$457,215.00

Crystal City Metrorail Station East Entrance Project
JBG SMITH TEAM INTERIM AGREEMENT - EXHIBIT B - COMPENSATION

Direct Expenses Costs

Direct Expenses (VHB, KGP, AECOM, Clark)				
VHB				
Description	No.	Unit	Cost per Unit	Subtotal
Mileage	2500	miles	\$ 0.58	\$ 1,450.00
Local Transportation (Metrorail/Uber)	400	Roundtrip	\$ 10.00	\$ 4,000.00
Reproduction (8.5" x 11")	25000	copy/print	\$ 0.12	\$ 3,000.00
Reproduction (8.5" x 11" - color)	4500	copy/print	\$ 1.00	\$ 4,500.00
Reproduction (11" x 17" color)	11500	copy/print	\$ 0.12	\$ 1,380.00
Advertisements, associated costs	10	EA	\$ 300.00	\$ 3,000.00
Full-Size Plots	1600	6 SF sheet	\$ 3.00	\$ 4,800.00
Public Meeting Boards	60	EA	\$ 50.00	\$ 3,000.00
Mail/Postage/Courier	1	Lump Sum	\$ 937.90	\$ 937.90
Permitting fees	6	EA	\$ 500.00	\$ 3,000.00
Purchase of maps/similar documents	6	EA	\$ 1,000.00	\$ 6,000.00
Subsurface Utilities - Level B Designation	1	EA	\$ 22,500.00	\$ 22,500.00
Misc. expenses as requested	1	Lump Sum	\$ 15,000.00	\$ 15,000.00
				\$ 72,567.90
AECOM				
Description	No.	Unit	Cost per Unit	Subtotal
Mileage	5000	miles	\$ 0.58	\$ 2,900.00
Local Transportation (Metrorail/Uber)	400	Roundtrip	\$ 10.00	\$ 4,000.00
Reproduction (8.5" x 11")	28000	copy/print	\$ 0.12	\$ 3,360.00
Reproduction (8.5" x 11" - color)	6000	copy/print	\$ 1.00	\$ 6,000.00
Reproduction (11" x 17" color)	12500	copy/print	\$ 0.12	\$ 1,500.00
Advertisements, associated costs	0	EA	\$ 300.00	\$ -
Full-Size Plots	2500	6 SF sheet	\$ 3.00	\$ 7,500.00
Public Meeting Boards	0	EA	\$ 50.00	\$ -
Mail/Postage/Courier	1	Lump Sum	\$ 914.70	\$ 914.70
Permitting fees	0	EA	\$ 500.00	\$ -
Purchase of maps/similar documents	4	EA	\$ 1,000.00	\$ 4,000.00
Subsurface Utilities - Level B Designation	0	EA	\$ 22,500.00	\$ -
Misc. expenses as requested	0	Lump Sum	\$ 15,000.00	\$ -
				\$ 30,174.70
KGP				
Description	No.	Unit	Cost per Unit	Subtotal
Mileage	2000	miles	\$ 0.58	\$ 1,160.00
Local Transportation (Metrorail/Uber)	75	Roundtrip	\$ 10.00	\$ 750.00
Reproduction (8.5" x 11")	2500	copy/print	\$ 0.12	\$ 300.00
Reproduction (8.5" x 11" - color)	1850	copy/print	\$ 1.00	\$ 1,850.00
Reproduction (11" x 17" color)	1100	copy/print	\$ 0.12	\$ 132.00
Advertisements, associated costs	0	EA	\$ 300.00	\$ -
Full-Size Plots	200	6 SF sheet	\$ 3.00	\$ 600.00
Public Meeting Boards	0	EA	\$ 50.00	\$ -
Mail/Postage/Courier	1	Lump Sum	\$ 988.40	\$ 988.40
Permitting fees	0	EA	\$ 500.00	\$ -
Purchase of maps/similar documents	0	EA	\$ 1,000.00	\$ -
Subsurface Utilities - Level B Designation	0	EA	\$ 22,500.00	\$ -
Misc. expenses as requested	0	Lump Sum	\$ 15,000.00	\$ -
				\$ 5,780.40
Clark				
Description	No.	Unit	Cost per Unit	Subtotal
Mileage	4500	miles	\$ 0.58	\$ 2,610.00
Local Transportation (Metrorail/Uber)	75	Roundtrip	\$ 10.00	\$ 750.00
Reproduction (8.5" x 11")	3000	copy/print	\$ 0.12	\$ 360.00
Reproduction (8.5" x 11" - color)	2000	copy/print	\$ 1.00	\$ 2,000.00
Reproduction (11" x 17" color)	2000	copy/print	\$ 0.12	\$ 240.00
Advertisements, associated costs	0	EA	\$ 300.00	\$ -
Full-Size Plots	500	6 SF sheet	\$ 3.00	\$ 1,500.00
Public Meeting Boards	0	EA	\$ 50.00	\$ -
Mail/Postage/Courier	1	Lump Sum	\$ 1,505.00	\$ 1,505.00
Permitting fees	0	EA	\$ 500.00	\$ -
Purchase of maps/similar documents	0	EA	\$ 1,000.00	\$ -
Subsurface Utilities - Level B Designation	0	EA	\$ 22,500.00	\$ -
Misc. expenses as requested	0	Lump Sum	\$ 15,000.00	\$ -
				\$ 8,965.00
Total Direct Expenses (VHB, KGP, AECOM, Clark) =				\$ 117,488.00

Crystal City Metrorail Station
EAST ENTRANCE



Project Schedule



CRYSTAL CITY METRORAIL STATION EAST ENTRANCE IMPROVEMENTS
EXHIBIT C - PROJECT SCHEDULE

Note: Schedule is based upon a business day calendar (i.e. 20 days = 4 weeks = 1 month).

ID	Task Name	Duration	Start	Finish	Predecessors	D
1	PRELIMINARY ENGINEERING SERVICES (30% DESIGN) (working days)	406 days	Fri 1/10/20	Fri 7/30/21		
2	Arlington County Unsolicited Proposal Timeline	136 days	Fri 1/10/20	Fri 7/17/20		
3	Submission of Detailed Proposal	0 days	Fri 1/10/20	Fri 1/10/20		
4	County Review of Detailed Proposal	40 days	Fri 1/10/20	Thu 3/5/20	3	
5	County Detailed Proposal questions to Offerer	0 days	Wed 3/4/20	Wed 3/4/20		
6	Offerer submittal of response to Detailed Proposal comments	8 days	Wed 3/4/20	Fri 3/13/20	5	
7	Offerer submittal of updated scope, schedule, and cost	20 days	Mon 3/16/20	Fri 4/10/20	6	
8	Virtual Meeting w/County to receive direction on updated scope, schedule, and costs	5 days	Mon 4/13/20	Fri 4/17/20	7	
9	Update scope, schedule, and costs	5 days	Mon 4/20/20	Fri 4/24/20	8	
10	Submit final draft of scope, schedule, and costs	0 days	Mon 4/27/20	Mon 4/27/20	9	
11	County final review of scope, schedule, and costs	5 days	Mon 4/27/20	Fri 5/1/20	10	
12	Scope, Schedule, and Cost finalized	5 days	Mon 5/4/20	Fri 5/8/20	11	
13	Negotiate Interim Agreement	54 days	Tue 5/5/20	Fri 7/17/20		
14	Interim Agreement negotiation	24 days	Tue 5/5/20	Fri 6/5/20		
15	Public Hearing Staff Report	10 days	Mon 5/18/20	Fri 5/29/20	14FS-15 days	
16	Public Notice	0 days	Fri 6/5/20	Fri 6/5/20	14FS-1 day	
17	Public Hearing on Interim Agreement (during this month)	10 days	Fri 6/5/20	Thu 6/18/20	16	
18	County Board Staff Report	11 days	Fri 6/19/20	Fri 7/3/20	17	
19	WMATA-County Agreement Approval	5 days	Mon 7/6/20	Fri 7/10/20	18	
20	County Board Approval	10 days	Mon 7/6/20	Fri 7/17/20	18	
21	Project Management	150 days	Mon 7/20/20	Fri 2/12/21		
22	Prepare Project Management Plan	20 days	Mon 7/20/20	Fri 8/14/20	20	
23	Prepare Quality Management Plan	20 days	Mon 9/28/20	Fri 10/23/20	20	
24	Prepare Detailed Project Schedule	20 days	Mon 8/17/20	Fri 9/11/20	22	
25	Prepare Draft Risk Register	20 days	Mon 8/17/20	Fri 9/11/20	22	
26	Prepare Draft Action Items Log	20 days	Mon 8/17/20	Fri 9/11/20	22	
27	Execute team subconsultant agreements	30 days	Mon 8/17/20	Fri 9/25/20	22	
28	Internal team kickoff meeting	15 days	Mon 9/28/20	Fri 10/16/20	27	
29	Survey and Subsurface Utility Engineering	85 days	Mon 10/19/20	Fri 2/12/21		
30	Request and receive utility information from various entities	20 days	Mon 10/19/20	Fri 11/13/20	28	
31	Meeting with utility owners/operators	20 days	Mon 11/16/20	Fri 12/11/20	30	
32	Boundary and topographic survey	30 days	Mon 12/14/20	Fri 1/22/21	31	
33	Survey baseplans	15 days	Mon 1/25/21	Fri 2/12/21	32	
34	Geotechnical Engineering	175 days	Mon 10/19/20	Fri 6/18/21		
35	Desktop Study	20 days	Mon 10/19/20	Fri 11/13/20	28	
36	Field Engineering	20 days	Mon 11/16/20	Fri 12/11/20	35	
37	Subsurface Exploration	40 days	Mon 12/14/20	Fri 2/5/21	36	
38	Laboratory Testing	30 days	Mon 2/8/21	Fri 3/19/21	37	
39	Preliminary Geotechnical Engineering Analysis and Report - Draft 1	30 days	Mon 3/22/21	Fri 4/30/21	38	
40	County and WMATA Review	20 days	Mon 5/3/21	Fri 5/28/21	39	
41	Preliminary Geotechnical Engineering Analysis and Report - Final	15 days	Mon 5/31/21	Fri 6/18/21	40	
42	Station Architecture & Design	200 days	Mon 7/20/20	Fri 4/23/21		
43	30% Design Package - Draft #1	80 days	Mon 7/20/20	Fri 11/6/20	20	
44	County & WMATA Review	20 days	Mon 11/9/20	Fri 12/4/20	43	
45	30% Design Package - Draft #2	50 days	Mon 12/7/20	Fri 2/12/21	44	
46	County & WMATA Review	20 days	Mon 2/15/21	Fri 3/12/21	45	
47	30% Design Package - Final	30 days	Mon 3/15/21	Fri 4/23/21	46	
48	Public Involvement	250 days	Mon 8/17/20	Fri 7/30/21		
49	Public Involvement Plan	30 days	Mon 8/17/20	Fri 9/25/20		
50	Draft PIP for review	30 days	Mon 8/17/20	Fri 9/25/20	22	
51	County & WMATA Review	20 days	Mon 9/28/20	Fri 10/23/20	50	
52	Revise PIP based on County & WMATA Comments	15 days	Mon 10/26/20	Fri 11/13/20	51	
53	County & WMATA Backcheck	20 days	Mon 11/16/20	Fri 12/11/20	52	
54	Final PIP	10 days	Mon 12/14/20	Fri 12/25/20	53	
55	Public Meeting #1	220 days	Mon 9/28/20	Fri 7/30/21		
56	Draft meeting materials for review	50 days	Mon 9/28/20	Fri 12/4/20	50	
57	County & WMATA Review	20 days	Mon 12/7/20	Fri 1/1/21	56	
58	Finalize meeting materials	30 days	Mon 1/4/21	Fri 2/12/21	57	
59	Public Meeting (during these 4 weeks)	20 days	Mon 2/15/21	Fri 3/12/21	58	
60	Public Meeting #2	120 days	Mon 2/15/21	Fri 7/30/21		
61	Draft meeting materials for review	50 days	Mon 2/15/21	Fri 4/23/21	45	
62	County & WMATA Review	20 days	Mon 4/26/21	Fri 5/21/21	61	
63	Finalize meeting materials	30 days	Mon 5/24/21	Fri 7/2/21	62	
64	Public Meeting and WMATA Compact Public Hearing (during these 4 weeks)	20 days	Mon 7/5/21	Fri 7/30/21	63	
65	Fire Life Safety (FLS) Analysis and Report	170 days	Mon 8/17/20	Fri 4/9/21		
66	Analysis & Report - Draft #1	80 days	Mon 8/17/20	Fri 12/4/20	22	
67	County & WMATA Review	20 days	Mon 12/7/20	Fri 1/1/21	66	
68	Report - Draft #2	30 days	Mon 1/4/21	Fri 2/12/21	67	
69	County & WMATA Review	20 days	Mon 2/15/21	Fri 3/12/21	68	
70	Final Report	20 days	Mon 3/15/21	Fri 4/9/21	69	
71	Environmental Evaluation Report	120 days	Mon 11/9/20	Fri 4/23/21		

**CRYSTAL CITY METRORAIL STATION EAST ENTRANCE IMPROVEMENTS
EXHIBIT C - PROJECT SCHEDULE**

Note: Schedule is based upon a business day calendar (i.e. 20 days = 4 weeks = 1 month).

ID	Task Name	Duration	Start	Finish	Predecessors	D
72	Environmental Evaluation Report - Draft 1	40 days	Mon 11/9/20	Fri 1/1/21	43	
73	County & WMATA Review	20 days	Mon 1/4/21	Fri 1/29/21	72	
74	Environmental Evaluation Report - Draft 2	20 days	Mon 2/1/21	Fri 2/26/21	73	
75	County & WMATA Review	20 days	Mon 3/1/21	Fri 3/26/21	74	
76	Environmental Evaluation Report - Final	20 days	Mon 3/29/21	Fri 4/23/21	75	
77	Documented Categorical Exclusion (CE)	95 days	Mon 7/20/20	Fri 11/27/20		
78	Documented CE - Draft 1 (working closely with County, WMATA, and FTA)	45 days	Mon 7/20/20	Fri 9/18/20	20	
79	County, WMATA, FTA Review	20 days	Mon 9/21/20	Fri 10/16/20	78	
80	Documented CE - Final	30 days	Mon 10/19/20	Fri 11/27/20	79	
81	Preliminary Engineering (30%) Package Complete	0 days	Fri 4/23/21	Fri 4/23/21		
82	Completion and approval of 30% design Package	0 days	Fri 4/23/21	Fri 4/23/21	47	
83	Completion and approval of Environmental Evaluation Report	0 days	Fri 4/23/21	Fri 4/23/21	76	
84	WMATA Compact Public Hearing (Public Meeting #3)	80 days	Mon 3/1/21	Fri 6/18/21		
85	Draft meeting materials for review	20 days	Mon 3/1/21	Fri 3/26/21	74	
86	County & WMATA Review	20 days	Mon 3/29/21	Fri 4/23/21	85	
87	Finalize meeting materials	20 days	Mon 4/26/21	Fri 5/21/21	86	
88	Public Meeting and WMATA Compact Public Hearing (during these 4 weeks)	20 days	Mon 5/24/21	Fri 6/18/21	87	
89	Comprehensive Agreement	80 days	Mon 3/15/21	Fri 7/2/21		
90	Negotiate Comprehensive Agreement	40 days	Mon 3/15/21	Fri 5/7/21	46	
91	Public Hearing on Comprehensive Agreement (during this month)	20 days	Mon 4/26/21	Fri 5/21/21	81	
92	County Board Approval of Comprehensive Agreement (during this month)	30 days	Mon 5/24/21	Fri 7/2/21	91	
93	DESIGN-BUILD SERVICES (100% DESIGN & CONSTRUCTION) (working days)	620 days	Mon 7/5/21	Fri 11/17/23		
94	Notice-to-Proceed	10 days	Mon 7/5/21	Fri 7/16/21	92	
95	Final Design Services	260 days	Mon 7/19/21	Fri 7/15/22	94	
96	Construction Services	420 days	Mon 3/28/22	Fri 11/3/23	95FS-80 days	
97	Station Opening	10 days	Mon 11/6/23	Fri 11/17/23	96	

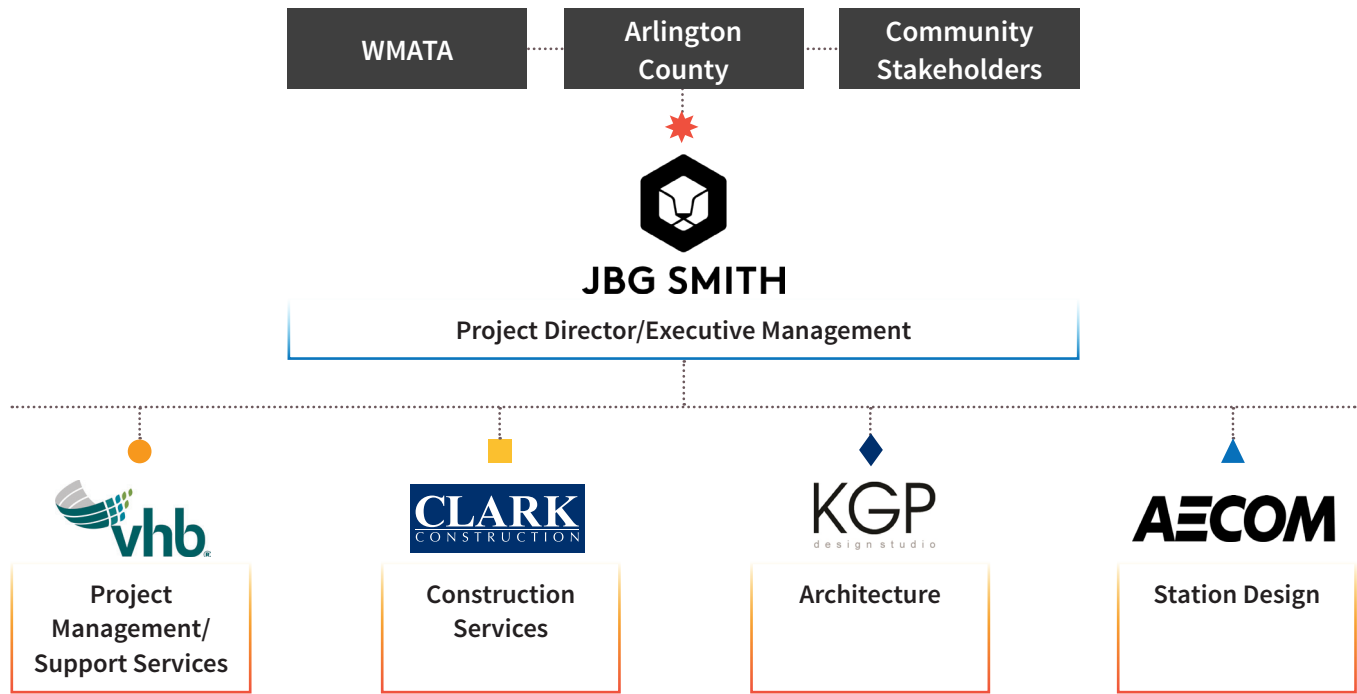
Crystal City Metrorail Station
EAST ENTRANCE

D ■ Project Principals/ Project Team



Crystal City Metrorail Station East Entrance Project

JBG SMITH TEAM INTERIM AGREEMENT – EXHIBIT D - PROJECT PRINCIPALS/PROJECT TEAM



MANAGEMENT TEAM			
JBG SMITH	VHB	Clark Construction	AECOM
Project Director ★ Jay Corbalis Executive Management Team ★ Andy VanHorn ★ Taylor Lawch ★ Greg Trimmer	Project Management Team ● Mark Colgan, PE, DBIA ● Drew Morrison ● Kelsey Robertson, ENV SP Support Services ● Jim Long, PE	Construction Services ■ Joe Abidin ■ Mo Hosseini, PE KGP Principal Architect ◆ Bill Gallagher, FAIA	Station Design Manager ▲ Jim Gast, AIA

TECHNICAL PERSONNEL			
Utility Coordination ● Tim Smith, PE, ENV SP	Constructability ■ Matt Ellis	Project Architect ◆ Manuel E. Feijoo, AIA, LEED AP	Electrical Engineering ▲ Koorosh Zargaroff
Environmental Documentation ● Neville Reynolds, PWS	Construction Management ■ Matt Cerce ■ Justin Kirk, PE	Deputy Station Design Manager ▲ Michael Hance, RA	Plumbing Engineering ▲ Mark Thayer
Quality Management ● Pete Clary, PE	Construction Engineering ■ Justin Kirk, PE	Entrance Structures ▲ Mark Zimpelman, PE	Underground Structures ▲ Elliot Mandel, PE
Agency/Stakeholder Coordination ● Joyce Tsepas, AICP	Architectural Design ◆ Ethan Marsh	Station Egress ▲ Howard Cohen, AIA	Mechanical Engineering ▲ Paul Sabatiuk, LEED AP
P3/Design-Build Delivery ■ Phil Sheridan, PE, DBIA	Design/CAD ◆ Brandon Blount	Vertical Transportation ▲ Sean Yaghobi	Site/Civil Design ▲ Sameer Shukla
			Drainage/Stormwater ▲ Joe Huesmann

EXHIBIT E

COUNTY PROJECT TEAM

Project Officer – Elizabeth Robin McElhenny, Transit Capital Program Manager, Transit Bureau
Project Manager – Dara Soum, Senior Project Management Coordinator, Transit Bureau
Bureau Chief – Lynn Rivers, DES-Transit
Deputy Director – Dennis Leach, DES

Technical Assistance – June Locker, FD&C
Technical Assistance – Kenex Sevilla, Transit Bureau
Grants Manager – David Frye, DES
Capital Projects Budget Analyst – Giovanna Calabrese, DES
Grants Compliance Specialist – Francis Tettey, DES

Exhibit F

Required Contract Clauses

Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

This project is funded in whole or in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award The Contractor/Proposer is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

Contractor/Proposer is responsible for ensuring its compliance with all applicable FTA requirements. Additionally, Contractor/Proposer is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of the County or FTA, Contractor/Proposer shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance at all tiers.

The following provisions and required contract clauses will be incorporated by reference in the Contract. Some provisions and clauses require the contractor/proposer to execute and submit certain required certifications with the contract, which are included herein. Failure to execute and submit required certifications with the contract documents may render a contract null and void.

Clauses may not be listed in consecutive numerical order as only those provisions and required clauses that apply to this contract/project have been referenced.

1. FLY AMERICA REQUIREMENTS
49 U.S.C. § 40118
41 CFR Part 301-10

Applicability to Contracts

Applicable to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

5. SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts

Applicable to all contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

The certificate entitled Seismic Safety- Certificate of Compliance

(Attachment A) must be completed and submitted with your bid/proposal.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

Applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

Applicable to all contracts and subcontracts exceeding \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The certificate entitled *Certification Regarding Lobbying* (Attachment A) must be completed and returned with your bid/proposal.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Applicable to all contracts as listed below.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the County is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized

representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the County which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the County, the Secretary of the US Department of Transportation and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the FTA Administrator, the US Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts

Applicable to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between The County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. CLEAN AIR
42 U.S.C. 7401 et seq

40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

(1) The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 *et seq.*
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

Applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts exceeding \$10,000.

Termination for Cause, Including Breach and Default; Cure

a. Default by the Developer. If the Developer fails to diligently prosecute the work, or fails to act in good faith, or fails to perform any of its obligations under this Agreement, or otherwise breaches a material term of this Agreement (a "**Developer Default**"), the County is entitled to give notice to the Developer, which must specify the Developer Default and demand of performance. The Developer must cure the specified Developer Default within ten (10) calendar days after it receives the notice of the Developer Default unless such breach cannot be cured or remedied within (10) calendar days in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days or longer period as the County agrees to) provided the Developer has made and continues to make a diligent effort to effect.

b. Default by County. If the County fails to provide the Developer with assurance of full funding for the work under this Interim Agreement, or fails to act in good faith, or fails to perform any of its

obligations under this Agreement, or otherwise breaches a material term of this Agreement (a "**County Default**"), the Developer is entitled to give notice to the County which must specify the County Default and demand of performance. The County must cure the specified County Default within ten (10) calendar days after it receives the notice of County Default unless such breach cannot be cured or remedied within ten (10) calendar days in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days or longer period as the Developer agrees to) provided the County has made and continues to make a diligent effort to effect; provided, however, that with regard to a County Default involving the payment of undisputed money, the cure period shall be no more than fifteen (15) calendar days after the County receives the notice of the County Default.

c. County Remedies for Developer Default. If the Developer does not cure the Developer Default within the specified period, the County will be entitled to terminate this Agreement in whole or in part immediately by giving notice of termination to the Developer, and at the County's option, either (i) receive payment from Developer for any reasonably anticipated additional costs to be incurred by the County to reprocur the terminated services, with such payment to be made within 30 days after notification by the County of such additional costs; or (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement. Upon receipt of a notice of termination, the Developer (y) must not place any further orders or enter into any additional subcontracts for materials, services or facilities; and (z) must terminate all vendors and subcontracts as soon as reasonably practicable, except as are reasonably necessary or convenient for the completion of any portion of the work that the County did not terminate.

d. Developer Remedies for County Default. If the County does not cure the County Default within the specified period, the Developer will be entitled to terminate this Agreement immediately by giving notice of the termination to the County, and at the Developer's option, either (i) receive payment for all work performed and expenses incurred prior to the date of termination and any other reasonable termination costs; or (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement. The Developer must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the termination date.

e. Limitations. Notwithstanding anything in this Agreement, neither the County nor the Developer will liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

f. Deliverables. Upon any termination, all Deliverables then made or in production, including any work product, plans, projections,

design concepts and other items delivered or due to be delivered to the County on or before the date of termination will become property of the County upon delivery or the date of termination, whichever is earlier.

Termination for the Convenience of the County

The County may terminate this Agreement in whole or in part in the event the County determines that termination is in the County's best interest, provided that the County gives the Developer at least 15 days' prior notice in writing. The notice must specify the extent to which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in the notice, the Developer must stop work on the effective date of the termination as reflected in the notice. Notwithstanding any termination, the County shall pay the Developer for all completed or partially completed work in accordance with the terms of this Agreement plus any other reasonable amounts. The Developer must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the termination date.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Applicability to Contracts

The provisions of Part 29 apply to all contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b).

The certificate entitled *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (Attachment A) must be completed and returned with your bid/proposal.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

Applicable to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Dispute Resolution

The parties agree to the following dispute resolution procedure. Any disputes arising out of this Agreement shall first commence with good-faith dispute resolution between the County Project Manager and the Developer's Project Manager. Any dispute that cannot be resolved by the Project Managers shall be formally referred to the second level reviewers, who shall be Dennis Leach, DES Deputy Director, for Arlington and Andrew Van Horn, EVP for the Developer. If the dispute cannot be resolved by the second level of review, then the matter shall be presented to the Arlington County Manager and Aaron Herman, Deputy GC and CCO for the Developer. In the event such efforts are ineffective in resolving a dispute, jurisdiction for the pursuit of remedies at law or in equity shall lie in the Circuit Court of Arlington County, subject to Va. Code Section 15.2-1243 et. seq. Pending final resolution of any dispute, each Party will continue to fulfill its respective obligations under this Agreement.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Applicability to Contracts

Applicable to all DOT-assisted contracting activities.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The County's overall goal for DBE participation is 9 %. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than seven (7) days after the contractor's receipt of payment for that work from the County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

33. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Applicability to Contracts

Applicable to all contracts.

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees

to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

ATTACHMENT "A"

REQUIRED CERTIFICATIONS

SEISMIC SAFETY-CERTIFICATE OF COMPLIANCE

(To be submitted with a bid/proposal for the construction of new buildings or additions to existing buildings.)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

(To be submitted with each bid or offer exceeding \$25,000)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Arlington County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Return document to [Development Analyst] upon execution
 Return routing slip to Katrina Atkinson upon execution



ROUTING SLIP – CONTRACTS ABOVE \$100K

Includes all A&E, pre-con agreements, GC change orders, professional service agreements




Date: July 21, 2020

Project Name: Crystal City Metro East Entrance

Contract Description:

“Interim Agreement” between JBGS and Arlington County to perform 30% design services re: 2nd metro entrance. Value=\$3.7m. Work to be performed by sub-consultant team.

	<u>Yes/No</u>
<u>Within budget:</u>	__N/A__
<u>Lender/JV Approval (if applicable):</u>	__N/A__

<u>Approval:</u>	<u>Name</u>	<u>Initials</u>	<u>Date</u>
Development Analyst	Sachin Swami		7/21/2020
Development Manager	Jay Corbalis		7/22/2020
Development EVP	Andy Vanhorn		7/22/2020
<u>Execution:</u>	<u>Name</u>	<u>Initials</u>	<u>Date</u>
Chief Development Officer	Kai Reynolds	KR	7/22/2020

Additional Notes/Comments: Reviewed by outside counsel (Seyfarth Shaw)

July 22, 2020

BY HAND

Dennis Leach
DES Deputy Director
Transportation and Development
2100 Clarendon Blvd, Suite 900
Arlington, VA 22201

Re: Request for Consent to Assignment of Interim Agreement, dated July 22, 2020, by and between CESC SQUARE L.L.C. and the Arlington County Board of Arlington County, Virginia

Dear Mr. Leach:

Reference is made to that certain Interim Agreement (the “**Agreement**”), dated July 22, 2020, by and between CESC SQUARE L.L.C., a Virginia limited liability company and subsidiary of JBG SMITH Properties LP (the “**Developer**”), and the Arlington County Board of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia (the “**County**”).

This letter is to notify the County that the Developer intends to assign the Agreement to JBGS/TRS, L.L.C., a Delaware limited liability company and subsidiary of JBG SMITH Properties LP (the “**Assignee**”) pursuant to that certain Assignment and Assumption Agreement, dated July 22, 2020 (the “**Effective Date**”), by and between the Developer and the Assignee (the “**Intended Assignment**”) and attached as Exhibit A hereto.

In accordance with the terms and conditions of the Agreement, including Section 31(c) thereof, the Developer hereby requests the County’s written consent to the Intended Assignment, including the assignment of all of the Developer’s rights and obligations under the Agreement to the Assignee and the assumption by the Assignee of all such rights and obligations, as of the Effective Date. The Developer acknowledges that the Intended Assignment in no way relieves Developer from its obligations under Arlington County Site Plan #90.

By signing below, the County (i) acknowledges its consent to the Intended Assignment effective as of the Effective Date, in accordance with the term and conditions of the Agreement, and (ii) releases and forever discharges the Developer from any and all claims and causes of action, of whatever nature, whether known or unknown, which exist or may exist on behalf of the County against the Developer with respect to the Agreement.

Please return this signed consent in accordance with Section 26 of the Agreement to CESC SQUARE L.L.C., c/o JBG SMITH, 4747 Bethesda Avenue, Suite 200, Bethesda, MD 20814, Attn: Jay Corbalis, Vice President, with a copy to Aaron Herman, Deputy General Counsel and CCO, c/o JBG SMITH, 4747 Bethesda Avenue, Suite 200, Bethesda, MD 20814. In the interest of time, we ask that you also send this signed consent in portable document format (.pdf) by electronic mail to jcorbalis@jbgsmith.com on July 22, 2020.

This signed consent may be executed and delivered via an electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., via www.docusign.com or other similar electronic signature transmission and confirmation method). The signed consent so executed and delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes.

We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Very truly yours,

CESC SQUARE L.L.C.

Kai Reynolds

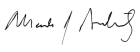
By: _____

Name: Kai Reynolds

Title: Authorized Signatory

The undersigned hereby consent to the Intended Assignment effective as of the Effective Date:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By:  _____
Mark Schwartz
County Manager

Date: July 22, 2020

Enc.

cc: Stephen MacIsaac
County Attorney
Arlington County
2100 Clarendon Blvd., Suite 403
Arlington, VA 22201

EXHIBIT A
Assignment and Assumption Agreement

See attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of July 22, 2020 (the “**Effective Date**”), is entered into by and between CESC Square L.L.C., a Virginia limited liability company (“**Assignor**”) and JBGS/TRS, L.L.C., a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is a party to that certain Interim Agreement (the “**Assigned Contract**”), dated as of the Effective Date, by and between Assignor and the Arlington County Board of Arlington County, Virginia, a political subdivision of the Commonwealth of Virginia (the “**County**”);

WHEREAS, each of Assignor and Assignee (each a “**Party**” and together the “**Parties**”) are subsidiaries of JBG SMITH Properties LP;

WHEREAS, Assignor desires to assign, transfer and deliver to Assignee, and Assignee desires to acquire and accept all right, title and interest, and assume all duties and obligations, of Assignor in, to and under the Assigned Contract, pursuant to the terms and conditions set forth herein; and

WHEREAS, the County has provided to Assignor written consent to the assignment of the Assigned Contract, as required pursuant to Section 31(c) of the Assigned Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor’s right, title and interest in and to the Assigned Contract. Assignee hereby accepts such assignment and assumes all of Assignor’s duties and obligations under the Assigned Contract and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assigned Contract as of the Effective Date.
2. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction), and the jurisdiction, forum and venue for any litigation concerning this Agreement shall be the Circuit Court of Arlington County, Virginia, and in no other court.
4. Successors and Assigns. This Agreement is binding upon and inures to the benefit of each of the Parties and their respective permitted legal successors and permitted assigns.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail that includes a pdf signature, or in the form of an electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., via www.docusign.com or other similar electronic signature transmission and confirmation method). Any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Further Assurances. Each of the Parties shall execute and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

7. Arlington County Site Plan #90. This Agreement in no way relieves Assignor from its obligations under Arlington County Site Plan #90.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

CESC SQUARE L.L.C.

Kai Reynolds

By: _____

Name: Kai Reynolds

Title: Authorized Signatory

ASSIGNEE:

JBGS/TRS, L.L.C

Kai Reynolds

By: _____

Name: Kai Reynolds

Title: Authorized Signatory

[Signature Page to Assignment and Assumption Agreement]