

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

AGREEMENT NO. 19-260-RFP

THIS AGREEMENT is made, on the date of execution by the County, between American Forests, 1220 L Street NW, Suite 750, Washington, D.C. 20005, a Washington, D.C. corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

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

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide an Integrated Forestry and Natural Resources Master Plan. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than January 31, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the

County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from February 1, 2021 until January 31, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit A unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

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

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. COUNTY PURCHASE ORDER REQUIREMENT

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

12. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

16. SAFETY

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

17. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

18. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

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

19. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

20. COPYRIGHT

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

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

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

21. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor 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 Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

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

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

22. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

23. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without

collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

24. COUNTY EMPLOYEES

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

25. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

26. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

27. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

28. ANTITRUST

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

29. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

30. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

31. ASSIGNMENT

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

32. AMENDMENTS

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

33. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

34. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

36. ARBITRATION

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

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER

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

39. SEVERABILITY

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

40. ATTORNEY'S FEES

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

41. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

42. HEADINGS

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

43. 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.

44. NOTICES

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

Contact Information for the Contractor:

Ian Leahy, Vice President of Urban Forests Programs
American Forests
1220 L Street NW, Suite 750
Washington, DC 20005

Contact Information for the Department (Department of Parks & Recreation)

David Farner, Project Officer
Arlington County Government
2100 Clarendon Boulevard, Suite 400
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander, Procurement Officer
Email: lalexander@arlingtonva.us

45. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

46. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

47. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

48. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

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

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

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

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

49. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AMERICAN FORESTS

AUTHORIZED
SIGNATURE: Lucas Alexander

AUTHORIZED
SIGNATURE: Peter Hutchins

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: PETER HUTCHINS

DATE: 3/25/2020

DATE: 3/9/2020

EXHIBIT A
SCOPE OF SERVICES

TASK 1: PROJECT COORDINATION

1.1 Project Management – In addition to the specific services detailed below, Contractor shall monitor and adjust the project schedule in coordination with the County and provide timely invoicing and reporting of project progress.

- a. Contractor shall prepare and submit a Draft Project Management Plan (PMP) within 15 working days after the effective date of the contract.
- b. Contractor shall prepare and submit a calendar and sequence of work, identifying critical paths and milestones.

PRODUCT:

- The Contractor shall draft a Project Management Plan (PMP) that specifies:
 - project scope,
 - list of deliverables and estimated due dates,
 - defined roles and responsibilities,
 - stakeholder needs,
 - risk assessment and management plan,
 - communication plan, and
 - quality assurance and quality control plan.
- Project Calendar shall be included as part of the PMP that specifies:
 - Gantt Chart-style schedule that the contractor will use to manage work
 - Sequence of work, identifying critical paths, milestones, and deliverables.
 - Work progress to base interim payment decision on the computed percent work completed for each billing.

1.2 Kick-off Meeting – The Contractor shall conduct a 4-hour kick-off meeting that identifies points of contact and key personnel to: review the PMP, including project calendar; take 2-hour tour of the County's natural resources and urban forests, and initiate data gathering efforts.

PRODUCT:

- Meeting minutes: The Contractor shall record and provide minutes for the Kick-off meeting

1.3 Bi-weekly Coordination Calls –The Contractor shall participate in a coordination call, at a minimum every week, depending on current project work effort, to discuss the project status; review and discuss comments from interim submittals; and review and discuss outstanding issues. The Contractor shall issue a meeting summary after each conference call.

PRODUCT:

- Meeting summary: The Contractor shall record and provide a summary for all Coordination Calls.

TASK 2 – INTERNAL SCOPING WORKSHOP

2.1 – Document Review – In preparation for the Internal Scoping Workshop, the Contractor shall gather documents and conduct a literature review of all applicable County or regional plans, ordinances, and documents provided by the County.

2.2 – Workshop planning and facilitation - The Contractor shall plan, organize, set-up, facilitate and attend a ½ day internal scoping workshop with the County Project Officer, the project core team, and the project advisory committee (to be formed by the County) to review and discuss:

- i. Project Scope and Schedule
- ii. Branding of the planning process
- iii. Base Map data (provided by the County)
- iv. Community Input on Forestry and Natural Resources from the Public Spaces Master Plan update process (POPS).
- v. Needs, priorities, obstacles, and opportunities.
- vi. Preliminary implementation strategy.
- vii. Communications, expectations, and deliverables.
- viii. Final Document format (i.e. MS Word, In-Design, Adobe Illustrator)

PRODUCT:

- Presentation: the Contractor will draft and give the presentation and will facilitate conversation and capture ideas
- Contractor shall prepare a presentation and agenda, materials, handouts, and distribute summary of the meeting(s).
- Prepare a draft outline of the IFNRMP document, based on existing documents and results from internal scoping meeting.

TASK 3 – PUBLIC OUTREACH AND CIVIC ENGAGEMENT STRATEGY

Supporting trees and natural areas ranked highest in potential improvements according to the Arlington County 2016 Parks and Recreation Needs Assessment Survey, with 64% of respondents ranking the issue in their top three priorities for the Parks and Recreation system. Because trees and natural areas are so highly valued in the County, it is essential that the public be involved in the development of the IFNRMP. Working with the County, the Contractor shall develop an effective public outreach strategy that entices and involves a broad range of participants from across the County in a creative yet cost effective way and supports the County's established public engagement process.

3.1 – Develop Outreach Strategy – The Contractor will work with County staff to develop an Outreach and Civic Engagement Strategy that is consistent with County standards and processes and includes both in-person and digital engagement.

3.2 – Interviews, Focus Groups, and Workshops – The Contractor shall use a variety of public involvement techniques to determine the community's needs and priorities regarding urban forestry and natural resources. The Contractor shall use both modern and traditional techniques to conduct outreach to the community, including, but not limited to the following:

- i. Interviews and/or focus group meetings with community officials, community leaders, environmental non-profits, development industry, and/or other stakeholders (e.g., Department of Parks and Recreation (DPR) and County staff, County leadership, relevant commissions, community members, business leaders, and/or others identified and invited by the County):

- II. Evening and weekend community meetings to solicit broad-based community input. At a minimum, public meetings shall be held for soliciting input, following the publication of the preliminary draft IFNRMP Update, and prior to adoption of the final plan.

The Contractor shall prepare, coordinate and conduct the meetings and shall provide all the promotional materials, including maps, PowerPoint presentations, etc., approved by staff. In addition, the Contractor shall educate the community on Best Practices in urban forestry and natural resources management and guide the discussion on urban forest and natural resource management. The County will work extensively with the Contractor on determining Best Practices applicable to Arlington. The County shall be responsible for meeting arrangements, such as date, time, and venue.

- III. Working Group and/or Advisory Committee Meetings - The Contractor shall attend, provide support materials, make presentations, track questions and comments, and organize responses to previous questions and comments to the County appointed working group or advisory committee. In addition, the Contractor shall educate the committee or working group on Best Practices in urban forestry and natural resources management and guide the discussion on urban forestry and natural resource management policies, including recommending a visioning component for the discussion. Meetings are anticipated to occur monthly for the duration of the study for a period of 12-18 months. Pre-meetings or conference calls may be required by the County Project Officer to prepare for upcoming meetings.

PRODUCT:

- Create Public Outreach Plan, for County review and approval, including a schedule for public meetings
- Promotional materials and presentation for public meetings, which must be submitted three weeks ahead, and approved by the County two weeks prior to any meetings.
- The Contractor shall compile and synthesize the public input gathered in this phase and deliver it as a draft written summary and a graphic summary in a format and quality that can be posted directly to the County website. After County staff review of the draft, the Contractor incorporate staff comments and prepare the final document.
- The Contractor shall prepare all project materials for display on the County's website.
- The Contractor shall conduct canvassing of public spaces, facilities and events, as approved by the County.
- The Contractor shall prepare a meeting summary report for all public meetings.

TASK 4 – STANDARDS AND BEST PRACTICES DEVELOPMENT

4.1 – Legislative Benchmarking Against Other Similar Communities - The Contractor shall collect data from four (4) comparable Virginia communities (based on population, urban/suburban development type, geographic size, climate, etc.), approved by the County, for comparison to the County's current Urban Forestry and Natural Resource Management program. Typical data for comparison shall include, but not be limited to:

- I. Acreage
- II. Percent Canopy Coverage
- III. Percent Impervious Surface
- IV. Adopted Municipal Code
- V. Funding Sources and Budget
- VI. Number of Staff Supporting the Programs

4.2 – Standards and Best Practices Benchmarking Against Other Similar Communities - The Contractor shall collect data from three (3) or more comparable communities (based on population, urban/suburban development type, geographic size, climate, etc.), approved by the County, for comparison to the County's current Urban Forestry and Natural Resource Management programs. A minimum of two (2) communities will be in Virginia. Typical data for comparison shall include, but not be limited to:

- I. Acreage
- II. Percent Canopy Coverage
- III. Percent Impervious Surface
- IV. Native Ecosystem
- V. Yearly Precipitation
- VI. Best Practices – Street Trees
 - a. Maintenance
 - b. Planting
 - c. Pruning Cycle
- VII. Best Practices – Urban, street, and Park Forest Management
- VIII. Best Practices – Trees and Private Development
- IX. Best Practices – Forest Pest Management
- X. Best Practices – Wildlife Management
- XI. Best Practices – Riparian and Wetland Habitat Management
- XII. Best Practices – Ecosystem Restoration
- XIII. Funding Sources and Budget
- XIV. Volunteer management
- XV. Number of Staff Supporting the Programs

4.3 – Standards and Best Practices Development

The Contractor shall prepare a summary of state and national standards and trends including, but not limited to street tree management; urban forestry; natural resources management; wildlife management; ecosystem management; urban soil management; wetland management; and volunteers. Standards and trends shall be based on appropriate urban forestry and natural resource associations, organizations, and the Contractor's team experience. These standards shall be based on, but not limited to, the following:

- International Society of Arboriculture
- Society of American Foresters
- Virginia Native Plant Society
- Virginia Department of Forestry
- Virginia Cooperative Extension
- Other Available Research

4.4 – Assessment of Current Practices

The Contractor shall conduct an assessment of operations, maintenance, programming and staffing practices. This shall include a review of applicable manuals and processes as well as interviews with staff focus groups and private developers to gain insight into planning, maintenance and operation practices. These findings shall be benchmarked against comparable municipalities.

PRODUCT:

- The Contractor shall include the data and recommendations from Task 4.1 through 4.4 in a Standards, Best Practices, and Recommendations summary report to be included in the Final Document's Appendices.
- The Summary Report shall include document references and hyperlinks to the referenced communities and documents. All documents and websites referenced shall be provided in digital PDF format but shall not be included as part of the summary report.

TASK 5 – PUBLIC SCOPING EVENTS

5.1 – Public Scoping Events - The Contractor shall coordinate and facilitate at least two (2) county-wide public meetings and one (1) digital webinar style meeting to solicit broader public input on the preparation of the IFNRMP Update, with participation and assistance of the County Project Officer, the project core team, and members of the project advisory committee. A preliminary agenda for these Public Scoping Meetings includes:

- i. Community Input on Urban Forestry and Natural Resources.
- ii. Needs, priorities, obstacles, and opportunities.
- iii. Long Range Vision

PRODUCT:

- The Contractor shall collect, digitize, and preserve all comments received in their original state (i.e. converting paper or written comments into PDF format).
- The Contractor shall summarize all comments received during the scoping period, written or digital, in a report that categorizes similar comments in a sortable tabular format that will be provided by the County Project Officer.
- The Contractor shall prepare a meeting summary report for all public meetings.

TASK 6 – PREPARE PRELIMINARY DRAFT DOCUMENT

The Contractor shall complete the essential tasks required to prepare a complete and defensible IFNRMP Update, that combines the long-term goals, strategies, and priorities of the 2004 Urban Forest Master Plan with the recommendations and best practices of the 2010 Natural Resources Management Plan. The integration of the plans will update various aspects and introduce new goals, strategies, priorities, and recommendations.

6.1 – Prepare a Plan Framework – The Contractor shall work with the County Project Officer, the project core team, and the project advisory committee to develop a table of contents that outlines the framework of the document based on the completed products for Tasks 1-5.

PRODUCT:

- The Contractor shall prepare a Draft Plan Framework to be reviewed by the County Project Officer and the project core team. The County will be responsible for distributing the draft update to all reviewing parties and shall prepare a consolidated list of proposed comments and/or revisions for the Contractor. The Contractor and the County shall discuss the County's review comments during the regularly scheduled bi-weekly conference calls, and the Contractor shall revise the draft based on the County's comments.
- The Contractor shall prepare a Final Plan Framework based on the revisions made to the Draft Plan Framework.

6.2 – Prepare Preliminary Draft Document – upon approval of the Plan Framework, the Contractor shall prepare a Draft IFNRMP Update that documents the findings and recommendations of Tasks 1-5 in the format approved during Task 6.1.

- I. The Contractor shall also prepare a 5 – 10-page color executive summary that summarizes and illustrates:
 - a. Existing Conditions
 - b. Needs and Priorities
 - c. Long Range Vision
 - d. Implementation/ Action Plan

- II. The Contractor shall submit one (1) color, digital copy of the draft document and executive summary in a file format compatible with the County's operating software, for the County's review. The County will be responsible for distributing the draft document to all reviewing parties and shall prepare a consolidated list of proposed comments and/or revisions for the selected Offeror, in a format and quality for public consumption. The Contractor and the County shall discuss the County's review comments during the regularly scheduled bi-weekly conference calls, and the Contractor shall revise the draft based on the County's comments.
- III. Final Draft IFNRMP Update - The Contractor shall present the draft update to the Project advisory committee and County commissions for review and discussion.
- IV. Depending on the agreed upon format and scheduling for the public outreach, the Contractor's project manager and senior staff members shall be required to attend meetings in Arlington in person. This may include approximately eight (8) advisory commission/committee meetings and up to two (2) County Board meetings and present and defend the IFNRMP Update to achieve adoption by the County Board. The County will develop the meeting schedule and attendee requirements with the Contractor.

PRODUCT:

- Preliminary Draft IFNRMP Update
- Prepare all materials for two (2) public meetings, with County approval.
- Attend four (4) public meetings to solicit input, and compile input for final draft.
- Contractor shall prepare a meeting summary report for all public meetings.

6.3 – Internal Comment Review Meetings – The Contractor shall coordinate and facilitate at least one (1) meeting with the County Project Officer, the project core team, and members of the project advisory committee to review all public comments and develop consensus on which comments will be incorporated into the Final IFNRMP Update.

PRODUCT:

- Final Draft IFNRMP Update

TASK 7 – PUBLIC REVIEW MEETINGS FOR DRAFT IFNRMP Update

7.1 Public Review Meetings - The Contractor shall organize, prepare, conduct, coordinate and facilitate at least two (2) county-wide public meetings and one (1) digital webinar style meeting to solicit public comment and initial feedback on the Final Draft IFNRMP Update. These meetings will be held with coordination of the County Project Officer, the project core team, and members of the project advisory committee. A preliminary agenda for these Public Scoping Meetings includes:

- i. Receive public comment on the document
- ii. Identify any gaps in data or informational needs.
- iii. Identify significant issues in the document

PRODUCT:

- Produce displays
- The Contractor shall collect, digitize, and preserve all comments received in their original state (i.e. converting paper or written comments into PDF format).
- The Contractor shall summarize all comments received during the comment period, written or digital, in a report that categorizes similar comments in a sortable tabular format that will be provided by the County Project Officer.

- The Contractor shall prepare a meeting summary report for all public meetings.

7.2 Internal Comment Review Meetings – The Contractor shall prepare, conduct, coordinate and facilitate at least two (2) meetings with the County Project Officer, the project core team, and members of the project advisory committee to review all public comments and develop consensus on which comments will be incorporated into the Final IFNRMP Update.

PRODUCT:

- The Contractor will prepare, conduct, and facilitate a meeting with the County Project Officer, the project core team, and members of the project advisory committee to review comments.
- The Contractor shall produce a summary of themes in comments provided, and where and whether these themes were addressed.
- The Contractor shall prepare a Public Comment Report.
- The Contractor shall prepare a meeting summary report for all public meetings.

TASK 8 – PREPARE FINAL DOCUMENT

8.1 – Prepare Pre-Final Document – upon the County’s acceptance of the Public Comment Report, the Contractor shall prepare a Pre-Final IFNRMP Update that incorporates the findings and recommendations of Tasks 1-7 in the format approved during Task 6.1. The pre-final IFNRMP Update document shall be edited and formatted by a professional copy-editor.

- I. The Contractor shall present the Pre-Final IFNRMP Update to the Project Advisory Committee.
- II. Upon the County’s acceptance of the Pre-Final IFNRMP Update, the Contractor will prepare the Final IFNRMP Update document for print publication and on-line distribution.
- III. The Contractor’s senior staff members shall be required to attend meetings in Arlington in person. This may include approximately twelve (12) advisory commission/committee meetings and up to two (2) County Board meetings and present and defend the IFNRMP Update in order to achieve adoption by the County Board. The County will develop the meeting schedule and attendee requirements with the Contractor.

PRODUCT:

- Pre-Final IFNRMP Update
- Final IFNRMP Update
- Contractor shall prepare a meeting summary report for all public meetings.

TASK 9 – ADDITIONAL SERVICES

9.1 – Additional Services - The Contractor shall provide Additional Services as directed by the County Project Officer through an Amendment process as defined in the Main Agreement. Such services may include coordination with any additional County projects that are not specifically identified in Task 6 of this Scope of Services. An equitable adjustment to the Contractor’s scope, compensation and time for performance shall be made through an Amendment to the Main Agreement and shall be subject to approval by the Purchasing Agent and County Attorney.

**19-260 RFP Integrated Urban Forestry and
Natural Resources Management Plan Exhibit B
Contract Pricing**

Task	American Forests	SavAtree	Biohabitats	ETM	Climate Adaptation	TOTAL
Project Coordination	\$25,000.00	-	\$26,081.20	\$3,440.00		\$54,521.20
Scoping	\$4,000.00	\$1,000.00	\$21,861.20	-		\$26,861.20
Outreach and Engagement	\$29,500.00	-	\$6,600.00	\$9,820.00		\$45,920.00
Benchmarking -- including climate adaptation	\$6,500.00	\$31,500.00	\$23,625.00	\$25,150.00	\$6,000.00	\$92,775.00
Public Meetings	\$8,000.00	-	\$8,970.40	-		\$16,970.40
Preliminary Plan Draft	\$10,000.00	\$2,000.00	\$30,885.40	\$13,250.00		\$56,135.40
Public Review	\$4,000.00	\$1,000.00	\$6,579.20	-		\$11,579.20
Final Plan, Revisions and Presentation to Council	\$5,000.00	\$1,000.00	\$15,410.00	\$21,570.00		\$42,980.00
Staff Expenses	\$92,000.00	\$36,500.00	\$140,012.40	\$73,230.00	\$6,000.00	\$347,742.40
Direct Expenses	\$25,100.00	-	-	-		\$25,100.00
Subtotal by Organization	\$117,100.00	\$36,500.00	\$140,012.40	\$73,230.00		
Indirect Expenses (16%) Federal Approved	\$18,736.00					\$18,736.00
TOTAL PROJECT BUDGET						\$391,578.40

**All costs not to exceed proposed amounts*