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

NOTICE OF CONTRACT AWARD

AECOM Technical Services, Inc

DATE ISSUED:

November 29, 2018

778-15-4

3101 Wilson Blvd., Suite 900,

CURRENT REFERENCE NO:

Lee Highway Planning

Arlington, VA 22201

CONTRACT TITLE: Study

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.778-15-4 including any attachments or amendments thereto.

EFFECTIVE DATE: November 29, 2018

EXPIRES: November 28, 2021 **RENEWALS**: NO RENEWALS

COMMODITY CODE(S): 91892 Urban Planning Consulting

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 778-15-4

ATTACHMENT A – INSERT ATTACHMENT NAME ATTACHMENT B – INSERT ATTACHMENT NAME

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> RYAN BOUMA <u>VENDOR TEL. NO.:</u> <u>703.682.1577</u>

EMAIL ADDRESS: ryan.bouma@aecom.com

COUNTY CONTACT: Natasha Alphonso-Ahmed COUNTY TEL. NO.: (703) 228-3691

<u>COUNTY</u> nalfonso-ahmed@arlingtonva.us

CONTACT EMAIL:

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

AGREEMENT NO. 778-15-4

THIS AGREEMENT is made, on the date of execution by the County, between AECOM Technical Services, Inc, ("Contractor") a California Corporation with a place of business at 3101 Wilson Blvd., Suite 900, Arlington, VA 22201 authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement
Attachment A – Scope of Work
Attachment B – Contract Pricing

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to develop a comprehensive vision and policy framework for the proposed study area through County Board adoption of a County plan to guide public and private investment decisions for Lee Highway for the Arlington County Department of Community Planning, Housing, and Development. The Contract Documents set forth the minimum work estimated by the County and the Contractor necessary to complete the Work. 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.

Contractor's Work does not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission or the Municipal Securities Rulemaking Board, or (2) advising the County, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

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. Work under this Agreement will commence on the date of the execution of the Agreement by the County. All work defined in Attachment A, must be completed no later than 36 months after commencement of work. No work will be deemed complete until it is accepted by the County's Project Officer.

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 <u>not to exceed six hundred and fifteen thousand</u> dollars (\$615,000) ("Contract Amount").

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

6. PAYMENT

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

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

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices

7. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Attachment B will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Attachment B.

8. REIMBURSABLE TRAVEL-RELATED EXPENSES

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

Management and Budget. For employees located outside this area, the County will reimburse for preapproved travel-related expenses, documented with receipts, as follows:

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

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

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

Transportation:

General

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

Ground Transportation

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

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

Air Travel

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

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

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

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with 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.

18. 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 material breach or default or has failed to perform the Work in accordance with the terms of this Contract,; 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. <u>Termination for Breach or Default</u>. 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 direct 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.

19. <u>INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)</u>

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, designated agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against claims made by third parties for losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorneys' fees), charges, liability, demands or exposure to the extent caused by or resulting from the Contractor's negligent or intentionally wrongful acts or omissions, including the negligent or intentionally wrongful acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. The Contractor will perform the Work using the degree of care and skill ordinarily exercised by members of the same profession performing the same or similar services under similar conditions in similar localities.

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. 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.

21. 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.

22. 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 County 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 County 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

In the performance of this Contract, Contractor is not acting as a municipal advisor to the County or any other person or entity, and does not assume any fiduciary duty to the County. The Contractor makes no warranty or representation that any of the projected values or results contained in the Contractor's deliverables will actually occur or be achieved.

29. 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.

30. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

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

31. <u>AUDIT</u>

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.

32. 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.

33. AMENDMENTS

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

34. 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.

35. 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 County Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the County 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 County Project Officer, County Manager, County Board or a court of law.

36. 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.

37. ARBITRATION

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

38. 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.

39. 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.

40. 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.

41. ATTORNEY'S FEES

In the event that the County prevails over the Contractor in any litigation, arbitration, or other proceeding related to enforcement of Contract provisions, the County is entitled to attorney's fees and costs that it incurs.-

42. 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.

43. 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.

44. 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.

45. NOTICES

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

TO THE CONTRACTOR:

Ryan Bouma, RLA/Associate Principal AECOM Technical Services, Inc. 3101 Wilson Blvd., Suite 900 Arlington, VA 22201

TO THE COUNTY:

Natasha Alfonso-Ahmed, County Project Officer Arlington County – CPHD – Planning Division 2100 Clarendon Boulevard, Suite 700 Arlington, Virginia 22201

<u>AND</u>

Sharon T. Lewis, Purchasing Division Chief Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

46. 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.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

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

49. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

50. **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. <u>Workers Compensation</u> 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. <u>Commercial General Liability</u> \$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 typed on the certificate.
- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- 1. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and designated agents must be included as additional insureds on all policies except workers' compensation, employer's liability and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- 2. <u>Cancellation</u> If there is a 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.
- 3. <u>Claims-Made Coverage</u> 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.
- 4. <u>Contract Identification</u> All insurance certificates must state this Contract's number and title.

The Contractor will be responsible to disclose to the County the amount of any deductible or selfinsurance 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 by the Contractor to complete the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation by the Contractor in completing the Work under the Contract. The Contractor's insurance providing additional insured status to the County shall be the primary noncontributory insurance for any work performed under this Contract.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AECOM TECHNICAL SERVICES, INC

AUTHORIZED

SIGNATURE:

NAME: IGOR SCHERBAKOV TITLE: PROCUREMENT OFFICER

DATE: November 29, 2018

AUTHORIZED SIGNATURE:

ARLINGTON COUNTY AGREEMENT 778-15-4 ATTACHMENT A: SCOPE OF WORK

A. PROJECT OVERVIEW

Purpose and Approach

The County aspires for the Lee Highway corridor to be an attractive, prosperous, safe, healthy, and livable main street community. The planning process for Lee Highway is not starting from scratch. The study that results from the planning process will refine, validate and build upon the community's vision and the guiding principles and goals expressed in the 2016 Lee Highway Visioning Study report_(see Reference List in Section G: Preliminary Resources). The study will culminate in a comprehensive, longrange plan that will guide private and public investment in the Lee Highway corridor over the next 25 years. The expected outcome is a plan that:

- 1. Establishes a high-level framework with:
 - A forward-looking vision supported by goals and objectives for the corridor
 - Fundamental policy recommendations for key planning elements such as land use, building heights, transportation, housing and public space to meet the overall future vision and reflect the County's policies as expressed in the Comprehensive Plan
 - A range of short- and long-term, innovative strategies to support the vision and goals
 - Identification of future implementation tools (i.e. zoning ordinance amendments) that would typically require additional resources and time to prepare them for formal enactment
 - Identification of issues that may require a future analysis or study, including the potential review and refinement to already-adopted plans for East Falls Church (2011) and Cherrydale (1994) to align with the new policies presented in this plan.
- 2. Advances the multi-modal vision in partnership with VDOT, which owns and operates the Lee Highway right-of-way.
- 3. Guides private development and informs future Capital Improvement Plan decisions, while recognizing that change will take time to be realized and private development initiatives will likely be the main contributor to realizing the future vision.
- 4. Culminates an inclusive, effective and timely process that reflects the Lee Highway community and broader Arlington community perspectives, respects the time commitments of stakeholders, and is mindful of available staff and Contractor resources.

As further discussed in subsection B "Project Phases and Responsibilities" below, key steps in the process are anticipated to include the following:

- Analyze existing conditions
- Provide education sessions for community stakeholders on baseline information, best practices, ongoing County processes, planning issues, and policies
- Validate and refine the community's overall vision as expressed in the 2016 Visioning Study

- Define general character areas with accompanying descriptions for the corridor to map areas planned for redevelopment, infill development and preservation, and appropriate building typologies
- Define vision principles and goals for key planning elements, such as land use, transportation, housing and economic development
- Develop and evaluate land use scenarios (primarily in the Core Study Area and Residential Edges
 as described below for areas where changes in land use, density, and building form are desired
 and/or needed to reach key element goals) and recommendations for transportation, park, and
 other planning elements that effectively function as a larger network or system ("network
 recommendations") (including assessment of outcomes and impacts)
- Determine a preferred scenario for each area
- Develop recommendations, identify implementation tools, and draft the plan
- Review and refine drafts of the plan
- Present the final draft plan for adoption to community stakeholders, advisory commissions and County Board

Arlington's Planning Framework

The County's Comprehensive Plan is comprised of eleven elements and provides overarching policies on land use, transportation and open space systems, utilities, recycling, historic resources, and affordable housing. The General Land Use Plan (GLUP), one of those elements, sets the land use vision for all areas of the County. For more than four decades, the County has developed or updated a long range plan for each of its Metro Station areas and other special planning areas identified on the GLUP, to further articulate the land use vision for a specific area. Typically, these long range plans often include the potential for additional development on sites close to transit, which is intended to attract developers to participate in the County's special exception site plan review process and help achieve community goals.

Similar to those plans, a primary outcome of this study is for the County Board to adopt a detailed long range plan that will guide, but not regulate, future development in the Lee Highway area (however, elements of the plan may be codified through <u>Zoning Ordinance</u> amendments to support implementation of the adopted vision). Recommendations of the plan may be short- or long-term in nature.

In addition to the County's Comprehensive Plan, the long range plan that results from the study will inform the development review process, primarily for special exception projects (i.e. site plans and use permits); although the study's guidance may result in suggested changes to by-right zoning as well. It will provide guidance to developers on goals and objectives for the Lee Highway corridor and will also inform the County, VDOT, the Planning Commission and other advisory commissions, and the community of the review of special exception or other incentive zoning applications.

There have been two previous significant planning efforts in the Lee Highway Corridor Planning Area (Planning Area) described below, the Lee Highway Cherrydale Revitalization Plan (1994) and the East Falls Church Area Plan (2011). Specific districts on the General Land Use Plan for Cherrydale and East Falls Church provide high-level planning guidance for those areas. Aside from those two plans and planning assessments for a limited set of special exception development proposals, the County has not conducted comprehensive planning for the Lee Highway Area.

Study Area Boundaries

For purposes of the Lee Highway Planning Study, the study area consists of the following areas (see map and legend key noted below and in Section G: Preliminary Resources):

Lee Highway Corridor Planning Area

The Lee Highway Corridor Planning Area (Planning Area) is the widest study area boundary and includes the Census Blocks that fall within a one-quarter (1/4) mile to the north and south of Lee Highway. Areas that are already captured in the Rosslyn-Ballston Corridor and have adopted plans and policies, including Rosslyn and Courthouse Metro station areas, are excluded. The Planning Area, which captures the civic associations adjacent to Lee Highway, is the primary catchment area for the major users of Lee Highway, and the walk shed for transit bus users. This area will be used to generate and report valuable demographic data similar to other larger planning areas established in the County and to study the corridor or Countywide elements, including transportation, connectivity, public space, and public facilities that function as networks and affect the entire corridor and public realm ("network-wide" planning elements). In some instances, recommendations may be developed for network elements outside of this planning area boundary where appropriate.

Core Study Area

The Core Study Area is a narrower geography along Lee Highway and includes commercial and multifamily areas that have not been previously studied by the County. Specifically, areas designated as Service Commercial, Low-Medium Residential and Medium Residential on the General Land Use Plan (GLUP) are included, as well as areas where commercial zoning or commercial uses are inconsistent with residential GLUP designations. In several limited locations, the Core Study Area also includes areas designated as low-density residential on the GLUP that are adjacent to commercial and multi-family development.

More detailed analysis will be conducted in this area, focusing on both private property and public realm, which provides the most opportunity for change and impact through redevelopment. It is expected that the Staff Team and Contractor team will define character areas and evaluate future land use scenarios within this boundary that would be informed by the network-wide analysis undertaken for the larger Planning Area boundary.

The Cherrydale and East Falls Church (EFC) areas will remain in the Planning Area boundary, to develop a cohesive vision and recommendations for network-wide elements, such as transportation and public space. If the transportation analysis and preliminary recommendations suggest major impacts to the existing Cherrydale/EFC plans, the Staff Team and the Contractor will recommend an approach in consultation with the County Manager and County Board Liaison on how best to address such issues, which could impact the timing of this study.

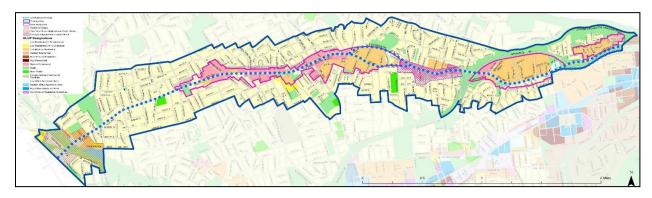
Residential Edges

Given that many commercial properties within the Core Study Area have shallow lots with adjacent and abutting low-density residential development, a transition zone will also be analyzed to 1) study impacts of potential redevelopment scenarios and/or 2) identify areas where additional land may be needed to make redevelopment along Lee Highway feasible and create an appropriate transition (i.e., depth, scale,

building height, connectivity) between the redevelopment area and low-density residential development. This transition area, includes areas designated low-residential on the GLUP, and is generally defined as areas within approximately 250 feet from Lee Highway and other arterial streets (N. Harrison, George Mason Drive, Glebe Road). However, as the study progresses, the Staff Team and Contractor will determine where a larger geography should be evaluated, such as due to a commercial property's size, configuration, and depth from Lee Highway, distance to adjacent neighborhood streets, topography, and/or other site or economic constraints.

The Residential Edges are also an opportunity to explore the Affordable Housing Master Plan's (AHMP) recommendations to widen housing choices for middle-income households (i.e. those earning generally between 80% and 120% of the Area Median Income (AMI) and coined as the "missing middle"), including exploring flexibility in housing types in single-family neighborhoods. It is expected that this analysis will be explored later in the Lee Highway process once County staff has had additional time to assemble additional baseline information on this concept, including the feasibility of middle-income housing to meet the affordability target range, and evaluate policies and/or criteria from a Countywide perspective that would inform the specific analysis for Lee Highway.

Study Area Map



Community Engagement and Communications Approach

Because of the importance of community input in this project, it is essential that the public be regularly involved in the development of the Plan. The Contractor will be responsible for facilitating this involvement and will work with the Staff Team to devise and implement a creative civic engagement plan that effectively engages a broad range of participants who care about Lee Highway's future, including hard-to-capture groups, such as business owners, renters, non-English speakers, commuters and shoppers who travel through the study area each day, and property owners who may live outside the study area, Arlington, or region.

The County envisions a series of workshops/meetings where public input is gathered to refine and build upon the vision from the 2016 Visioning Study. The County will propose a structure for the planning process that most effectively engages the community. A variety of meeting types and engagement and communication strategies should be considered for this project, such as:

- Community Meetings
- Workshops (the project phases described below includes two workshops)
- Focus Groups

- Open Houses
- Technical "Check-in" Meetings
- Work in Progress Presentations
- Online surveys, social media, web-based material and other traditional and innovative media
- Community events, public art installations, tactical urbanism, and experiential arts engagement

In order to provide regular, consistent participation in this process, the County also anticipates establishing additional means to engage a range of stakeholders: 1) a Community Forum (approximately 35 - 40 members) consisting of a broad cross section of Lee Highway and County stakeholders and serving as a consistent feedback group and 2) a Working Group (approximately 8 members), as a subcommittee of the Community Forum, that will work closely with the Staff Team and the Contractor team.

The Community Forum is comprised of members from the Lee Highway Alliance; neighborhood including civic associations, renters, and condominium associations; property owners; business community; advisory boards and commission; and advocacy groups. In order to provide a clear understanding of the duties and responsibilities of the Community Forum and the Working Group, a Charge will be announced by the County Board or County Manager prior to the start of this planning process. The Charge will also express the purpose of the study and key expectations on civic engagement.

The Contractor will be required to attend meetings in Arlington, in person. While the Staff Team will be available to provide assistance in facilitating meetings, the Contractor must be sufficiently staffed to:

- Co-lead the public outreach for any community meetings, workshops, and charrettes with the Staff Team;
- Co-facilitate public meetings/discussions (not intended to suggest that a full-time facilitator should be enlisted for the contractor team) with County staff and/or Community Forum chair/vice chair as appointed by the County Manager or County Board;
- Collaborate with the Staff Team to generate press releases, meeting notices, posters, and other communication materials to be distributed to the public and specific stakeholder groups;
- Collaborate with the Staff Team to determine and implement the best mechanisms for outreach; and
- Collaborate with the Staff Team and the Working Group to prepare agenda and materials, determine meeting format and engagement strategies, design discussion topics and questions, and debrief from Community Forum, focus group or other public meetings.

The Contractor should have experience in skillfully managing conflict as it arises in community discussions. While the Contractor will assist the County with creating public awareness through the tasks listed above, the Contractor will not be responsible for executing mailings, legal notifications, and distribution of public awareness materials (which will be the responsibility of the County).

Key Planning Elements

Through this planning study, the Staff Team and the Contractor will analyze a series of interrelated key planning elements as they relate to the following aspirational goals identified by the County (subject to change):

- <u>1. Land Use:</u> Transform Lee Highway into a walkable, main street corridor, with a wide range of housing types, retail, services, and other uses that serve the diverse needs of nearby communities.
- 2. Housing: Expand housing options to achieve a diverse mix of types, affordability, and tenure. Strive to achieve the goals set forth in the Affordable Housing Master Plan and ongoing County housing studies, to the extent they have been adopted by the County Board during the Lee Highway planning study (i.e. Housing Conservation District Policy Framework and Missing Middle Study), including achieving 2,500 committed affordable rental units (CAFs) at 60% of the area median income (AMI). At present, there are 266 CAFs and 126 market rate affordable units (MARKs) in the study area that are affordable to households earning up to 60% AMI. An additional 1,466 existing MARKs in the study area are affordable to households earning up to 80% AMI. Explore opportunities to achieve housing for middle-income households (i.e. those earning generally between 80% and 120% of the Area Median Income and coined as the "missing middle"), and to accommodate residents who want to age in the Lee Highway community.
- 3. Transportation: In close coordination with VDOT, redesign Lee Highway into a complete street that better serves all modes of travel, while recognizing its continued role as a commuter corridor. Strive to achieve a multi-modal corridor that encourages bus ridership through land use recommendations and transit-oriented urban design principles. Improve walkways and overall pedestrian and bicycle connectivity throughout the study area. Examine ways to right-size parking, improve transit access, and promote alternative modes of travel. Enhance safe routes to school and access to public space.
- <u>4. Public Spaces:</u> Ensure that the Lee Highway community is connected to and well served by a diverse mix of public spaces that balance community needs. Embrace streetscapes as an important element of public space. Strive to achieve the goals and recommendations of the in-progress update to the County's Public Spaces Master Plan ("POPS").
- <u>5. Building Form, Height and Urban Design:</u> Promote a walkable environment with context-sensitive buildings that engage with streets and transition in scale, height and character appropriately to adjacent neighborhoods. Encourage high-quality architecture that reflects the local historic character where appropriate and place-making through conscientious urban design.
- <u>6. Historic Preservation and Cultural Resources:</u> Identify and support preservation of historic resources that increase public understanding and appreciation for the corridor's architectural and cultural history consistent with the policies of the <u>Historic Preservation Master Plan</u> and the <u>Historic Resources</u> Inventory. Increase awareness of and enhance arts, public art, and cultural activities in the corridor.
- 7. Economic Vitality: Support retailers, restaurant owners, and other commercial business owners through strategic measures consistent with the Arlington County Retail Plan to ensure that Lee Highway continues to be a prosperous corridor. Identify opportunities to preserve or develop complementary land uses, such as residential, office, and public spaces that meet daily community needs and boost synergies among different land uses. Seek opportunities to promote and strengthen a diverse

commercial base, while recognizing that Lee Highway is not a major employment market like the Rosslyn-Ballston and Jefferson-Davis Corridors.

- <u>8. Sustainability:</u> Design and construct buildings, street improvements, and park projects using environmentally sustainable and energy efficient practices. Make the Lee Highway frontage more comfortable and attractive with less impervious surfaces and more "green" features (trees, stormwater management, gathering spaces).
- <u>9. Public Facilities:</u> Ensure that public facilities meet the needs of the County and the Lee Highway community. Monitor growth along the Lee Highway corridor to assess and adequately plan for future public facility needs. Identify areas that may be appropriate for future County-wide public facility needs, including core support services, while recognizing that this process will not replace siting or use determination processes to locate specific uses.

B. PROJECT PHASES AND RESPONSIBILITIES

The services sought under this Contract are divided into four phases:

- Phase One: Analysis, Education and Refining the Vision
- Phase Two: Preliminary Planning and Design
- Phase Three: Drafting the Lee Highway Plan
- Phase Four: Review, Refinement and Presentation of the Lee Highway Plan

The following scope of work details the methodology, phasing, and key tasks for each phase. Where noted, several Add-On Tasks may be incorporated via future contract amendment(s), at the discretion of the County in order to obtain and analyze additional data, advance the primary tasks described in this scope of work, or to supplement County staff resources.

The County anticipates that the study will be a multi-year process, as specified in the refined draft process outline and schedule developed in Task 1.2.1., with Phases One and Two completed within 25 months of the notice to proceed and Phases Three and Four completed within 36 months of the notice to proceed.

Phase One: Analysis, Education & Refining the Vision

Phase One will include a project kick-off with County Planning staff and the interdepartmental Staff Team (including representatives from Virginia Department of Transportation and Arlington Public Schools). It includes the review of all relevant information and the analysis of key planning elements that affect the study area. It will include a Contractor visit to the Lee Highway area of sufficient duration to complete initial stakeholder interviews and on-site analysis. The initial visit and analysis provide an opportunity for the Contractor to gather information beyond that provided by staff and to gain a greater understanding of Lee Highway's distinct qualities, constraints, and opportunities.

Phase One also includes the preparation and hosting of a Community Kickoff Meeting, followed by a public workshop. The purpose of the workshop will be to refine, validate, and build upon the vision presented in the Visioning Study. The workshop will result in preliminary mapping and descriptions of character areas along the Lee Highway corridor (including ranges of development), vision principles, and goals for the key planning elements. The workshop will also include educational elements on topics such as land use, urban design, housing and transportation.

Task 1.1. Review of Relevant Information

The Contractor will review and analyze relevant information, including at a minimum the resources listed in Section G: Preliminary Resources, to familiarize themselves with the characteristic and physical configuration of the Lee Highway area.

County staff has produced a detailed Lee Highway Briefing Book with baseline information about the corridor, including historic preservation resources, civic associations, environmental background, recent developments, demographic data, existing affordable housing, existing transportation network, and an overview of pertinent planning documents and policies. Review of the Briefing Book, existing regulations, ordinances, and previous studies and Plans affecting development in the Lee Highway area, as well as pertinent maps and demographic data will help inform the team about the study area. In addition, the Contractor will become familiar with County development review processes and other ongoing initiatives, including but not limited to the following: POPS; parking studies; cultural activities; LHA non-profit activities; multi-modal studies and planned transportation improvements; planned changes to I-66; and the planning process and outcomes for Columbia Pike, another commercial corridor in Arlington with some shared characteristics to the Lee Highway corridor.

Task 1.2. Site Visit, Interviews and Community Kick-Off Meeting

A Principal and Project Manager from the Contractor and other team members will travel to the Lee Highway area and other areas of Arlington County. The duration of this initial visit will be sufficient to complete the following tasks:

1.2.1. Project Kick-Off and Refinement of Process and Schedule

During the site visit, a Principal and Project Manager from the Contractor team will hold a project kick-off meeting with the County Staff team ("County staff team" includes County and Arlington Public Schools staff) and VDOT staff, collectively "Staff Team", to create a shared understanding of the project purpose, goals and objectives, process and schedule. The meeting will include identification of key stakeholders and their issues; exchange of information, including the Lee Highway Briefing Book (see Reference List in Section G: Preliminary Resources); and a discussion of the process and schedule.

The Principal and Project Manager from the Contractor team will work with the Staff Team to refine the County's proposed structure for the planning process, which will outline the proposed timeline of project phases, events, milestones, meeting frequency (including Stakeholder Interviews, Working Group, Community Forum, Focus Groups, Public, Project Management and Staff Team meetings), the purpose and/or goals for each meeting, product delivery and review periods. The Staff Team will provide a draft process outline and schedule for discussion with the Contractor. Once a preliminary understanding of the process has been established, the Contractor will refine the draft process outline and schedule with roles and responsibilities for each task, and will be responsible for updating it throughout the process. The County Project Officer and Project Manager will attend Project Management meetings and work collaboratively to ensure project remains on track and on schedule. Any updates to the schedule must be accepted and approved in writing by the County Project Officer. The Contractor will be expected to provide the Staff Team for review all work products and presentations that will be shared with the community no less than 10 work days in advance of public meetings, unless otherwise allowed by the County Project Officer.

1.2.2. Communications and Civic Engagement Strategy

Members of the Contractor team will be available to work with the Staff Team to develop a strategy for an effective communications and civic engagement plan to inform and involve the community. The Contractor will work with the Staff Team to carry-out the communications and engagement strategy throughout the process.

The County has set up a project website for the planning process. As part of its project work, the Contractor will generate a range of project information for the County's website, such as project updates, progress reports, presentations, draft deliverables, photographs, renderings, and related images. County staff will be responsible for maintaining the website.

1.2.3. Initial Stakeholder Interviews and Meetings

Initial interviews and meetings with the Staff Team and key stakeholders, which may include elected officials, representatives of relevant advisory commissions, property owners, business owners, civic associations, community groups, Virginia Department of Transportation, and other local stakeholders (including federal, regional, and other local jurisdiction agencies outside the County) will focus on overall project goals and objectives. The Contractor will conduct approximately 8-12 hours of initial interviews and/or meetings. The number of interviews and/or meetings included in that timeframe will be determined at the time of scheduling, at the County's discretion. The Contractor will compile the results of the interviews into an Initial Stakeholder Interview Report.

The Contractor will provide the Staff Team for review a draft of the interview questions and meeting materials no less than 10 work days in advance of the interviews, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the interview questions and meeting materials addressing the requested changes.

1.2.4. Community Kick-Off Meeting

A Principal and Project Manager from the Contractor will facilitate, with the Staff Team, a meeting with County leaders and community members. The meeting will inform the community about the planning process, including parameters that the County Board has established regarding the scope and goals, and allow the community to provide initial input regarding specific areas of interest and concern regarding the process. The Contractor will compile the results of the public meeting into a Community Kick-Off Meeting Summary Report.

The Contractor will provide the Staff Team for review a draft of the presentation for the Community Kick-Off Meeting no less than 10 work days in advance of the public meeting, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft presentation for the Community Kick-Off Meeting addressing the requested changes.

Task 1.3. Existing Conditions Analysis

The Contractor will conduct an analysis of the existing conditions in the Planning Area, beginning with an analysis of the relevant information in Section G: Preliminary Resources, as needed, to build upon the information in the Briefing Book. To the extent that information and staff resources are available, the

Staff Team will provide the Contractor additional information relevant to this scope of work that may be needed during the existing conditions analysis. In addition, the Contractor will conduct a Cultural Resources Survey and an analysis of the Key Planning Elements. The Contractor will compile the analysis in an Existing Conditions Analysis Report.

1.3.1. Cultural Resources Survey

The Contractor will conduct a Cultural Resources Survey to assist the County in implementing historic preservation measures in the Lee Highway Architectural Survey Area (See Section G: Preliminary Resources). The Cultural Resources Survey will increase the appreciation for the Lee Highway corridor's cultural history by all County residents. To this end, the survey will take in many non-traditional resources types beyond traditional building types such as open spaces, parks, and gathering places, as well as many objects and resources deemed locally significant by its residents. The identification, recognition, and preservation of resources such as these are crucial to maintaining strong, resilient communities, including Lee Highway.

All contractors must meet the Secretary of the Interior's Professional Qualification Standards as outlined in 36 CFR Part 61. Contractor will maintain regular consultation with Arlington County staff, local residents and information sources, and the Virginia Department of Historic Resources (VDHR). The survey will be conducted according to VDHR standards.

Cultural Resources Approach – Contractor will utilize a four-step "tiered approach" to the Cultural Resources Survey to allow the County flexibility to document priority sites in the greatest depth. The first step is to conduct overall background research to determine types and significance of known resources. Second step is to identify the resources that will receive indepth research, surveying and documentation and those that will be researched, surveyed and documented at a reconnaissance level. The third step will be to conduct the field surveys and more in-depth research followed by documentation.

1.3.1.1 Overall Background Research – For the Lee Highway Architectural Survey Area, Contractor will review known sources such as the Historic Preservation Master Plan; Lee Highway Architectural Survey Area Map; Draft Multiple Properties Documentation Form - African American Historic Resources in Arlington County, Virginia (pending - estimated completion summer 2018); previously completed Architectural survey data of architectural resources within Lee Highway Architectural Survey Area; National Register Nominations, V-CRIS forms and Preliminary Information Forms (PIF) to determine types and significance of known resources. Contractor will also contact the Virginia Department of Historic Resources to determine current research questions regarding built resources. In addition, Contractor will synthesize and build upon the historic contexts for the following individual sites and neighborhoods that are listed in the National Register of Historic Places and are partially within or adjacent to the Lee Highway Architectural Survey Area: Stratford Junior High School, Cherrydale Volunteer Fire House, Glebewood Village, Calvert Manor, Lyon Village Historic District, Maywood (local and National Register Historic District), Cherrydale Historic District, Leeway-Overlee Historic District (potentially eligible), and Old Dominion Historic District (potentially eligible). The overall background research will be supplemented by a review of historic maps, photographs, and unpublished materials in local libraries and other repositories.

1.3.1.2 Cultural Resources Prioritization - After the overall background research is complete, Contractor will meet with County preservation and planning staff. The purpose of the meeting will be to develop a list of up to 15 buildings, spaces or neighborhoods that will receive in-depth research, field surveying and documentation and a list of 120 properties that will be researched, surveyed and documented at a reconnaissance level.

A goal of this identification effort will be to develop a priority list that is a representative sample of resource types across the corridor. Resources types may include resources that may have been previously under-represented such as resources from the more recent eras that are turning 50 years old and may include local examples of standardized resource types, such as garden apartment complexes, late 1960s subdivisions, neighborhood parks, etc. Other resource types may include properties and businesses that are significant for reasons other than architecture, including association with a locally significant person, events, or families. Contractor will consult with interested residents and community groups, as identified by the County, and will prepare an online survey and conduct up to 20 interviews of business owners to help identify key businesses that play a civic role along the corridor.

- 1.3.1.3 Field Survey Upon completion of the overall background research and site prioritization, Contractor will conduct two levels of cultural resources survey:
 - a. An in-depth cultural resources survey will be conducted for up to 15 priority sites. This survey will involve both an on-site field inspection/photographic documentation, and an in-depth background research, using a variety of published and unpublished sources at these predetermined locations. The Contractor will utilize the in-depth background research and site survey to prepare a summary of the historic context, and produce a sample of public outreach products such as text for interpretive panels or brochures for up to 15 resources previously identified by the County.

In keeping with the spirit of community outreach and inclusion that guides the Cultural Resources Survey, the in-depth research will also identify and utilize unpublished research sources such as oral histories, scrapbooks, and family photographs and records, for use in the documentation of the resources previously identified for more detailed survey. At a minimum, the Contractor will obtain research information from the Center for Local History at the Arlington Central Library. Oral histories will meet the standards of the Arlington County Public Library. In addition, the Contractor will provide paper and electronic copies to the Arlington Central Library for archival purposes. It is proposed that the historical information developed for these buildings will form the basis for a wider historic context, as well as for individual interpretive panels, signage or public education work products that may be implemented in future phases of project implementation.

b. A reconnaissance-level cultural resources survey on a limited number of resources (both previously surveyed and newly surveyed) will be conducted for an additional 120 architectural resources built prior to 1969 in the Lee Highway Architectural Survey Area. The reconnaissance survey will involve

on-site fieldwork/photo documentation and an assessment of significance and NRHP eligibility based on the overall background research conducted to date at these locations. Fieldwork for any previously surveyed resources will concentrate on observing and documenting any exterior changes or alterations visible from the street. The proportion of newly surveyed and previously surveyed sites within the total 120 sites to be surveyed at the reconnaissance level will be determined ahead of time with the County.

Contractor will notify County of all necessary information, including schedule, staffing information including key staff names and contact information, vehicle types and license numbers, confirming that property owner letters have been issued, requesting information from County of any property owner issues, and noting any unforeseen issues (e.g., unanticipated access issues and weather delays). Once County staff has acknowledged that the project is ready, fieldwork will proceed.

1.3.1.4 Documentation — Following fieldwork, Contractor will enter survey data, site plans, and maps for any newly surveyed properties into the VCRIS System and provide photographic documentation according to VDHR standards. Contractor will also update all survey data, site plans, and maps for any previously surveyed properties as necessary in the VCRIS System and provide photographic documentation according to VDHR standards. Contractor will provide electronic copies of all of the completed V-CRIS data forms and surveys, and photographic documentation to the County's Historic Preservation Program Office. The survey will provide recommendations regarding historic resources that are potentially eligible for listing in the National Register of Historic Places and as local landmarks or districts. Contractor will utilize strategies to gather lesser known stories, documenting and supporting as much as possible intangible cultural traditions, and focusing arguments for significance on NRHP Criteria A and B and assessing integrity based on the resource's significance.

Contractor will prepare a survey report according to VDHR standards that includes survey methodology, an analysis of the individual data on the survey forms, the relevant historic contexts and property types for the significant resources identified during the reconnaissance-level survey, and recommendations for future evaluations and protection of historically significant resources. Deliverables will be submitted digitally in draft and final versions.

1.3.2 Key Planning Elements Analysis

The Contractor will analyze the key planning elements noted in subsection A (Key Planning Elements), including the identification of issues, opportunities and constraints, to be included in an Existing Conditions report. At a minimum, the analysis will include the elements listed below in Tasks 1.4.1-1.4.9. The Contractor is encouraged to suggest tailoring or additional analysis that would be needed to refine the plan goals and make recommendations for any of the key planning elements.

The analysis will be included in the Existing Conditions Report, unless the Contractor and County mutually agree that a particular task would be better completed in a later phase of the project. An example of tasks that may be appropriate to complete in a later phase is best practice research. Any tasks not completed in the Existing Conditions Report in Phase 1 will be provided in an Addendum at a time to be determined by the County Project Officer and Contractor.

Analysis is described further below. Tasks described below may be tailored to specific areas of the study area as noted.

1.3.2.1. Land Use and Zoning Analysis

The Contractor will analyze the current zoning regulations and land use patterns for the Planning Area. The analysis should include for the Core Study Area:

- Amount, distribution and patterns of residential, commercial, and other uses
- Characterization of built and permitted densities and building heights including aggregate data information at a parcel and/or node level (or other geographic area to be determined)
- Land ownership patterns (i.e. condominium vs. rental, large property owners and/or land acquisitions and assemblages)

1.3.2.2. Urban Design and Building Form Analysis

The Contractor will conduct an urban design and building form analysis for the Core Study Area and Residential Edges by studying existing development, including the street network, block pattern, topography, parcel configuration, and buildings types and form. The analysis will include a focus on development intensity/density, building heights, bulk, scale, setback, building design, urban design (including streetscape elements), and a qualitative lot frontage analysis. The Contractor will also research and present a review of best practices of urban design solutions for parking.

1.3.2.3. Housing Analysis

The Contractor will conduct a Housing Analysis, which will include the following:

- Analysis of existing housing types, building/structure age, tenure, and affordability (I.e. rental rates, ownership sales) within the Core Study Area and Residential Edges. At the beginning of the analysis phase, the County will provide available data on age, tenure, bedroom-mix and affordability
- 2. Assessment of the applicability of recommendations from the County's Affordable Housing Master Plan, ULI mTAP and/or Missing Middle Study and Housing Conservation District Policy Framework, as established in the GLUP (as of 12/16/17), for the Lee Highway Planning Area.
- 3. Identification of opportunities, constraints and needs related to aging in the community (e.g., needed amenities and services, housing types, and assisted living facilities).
- 4. Review of best practices for diverse multi-family housing types in the region (e.g., what new housing types are being developed in the region? What are the opportunities and constraints for producing a variety of types in the Core Study Area and Residential Edges?).

The Contractor will interview developers and property owners to understand the anticipated level of responsiveness to County policies and programs including the Affordable Housing Master Plan, Housing Preservation District Policy Framework. Approximately ten property owners and up to six developers, active in Arlington County, will be interviewed. Structured, semi-formal interviews will be conducted either in person or via phone depending on the interviewer's convenience. This task will attempt to elicit insights on the conditions under which property owners are likely to continue to operate and maintain

affordable housing and developers are likely to engage in the development of affordable and missing middle housing along the corridor.

To better understand the feasibility of producing affordable housing along the corridor, Contractor will carry out pro form a cashflow analysis of prototypical existing and proposed affordable housing properties (including existing multifamily housing and potential new affordable housing developments) to understand the market feasibility of developing, maintaining and managing various types of housing. Particular attention will be paid to multifamily housing that could be developed at the edge of existing nodes and segments of the corridor that are ripe for redevelopment in the short and medium term, including duplexes, 4-plexes and courtyard housing.

Contractor will prepare a presentation of successful case studies in affordable and missing middle housing in Arlington and the DMV area.

Contractor will prepare a qualitative evaluation of the capacity of the corridor to accommodate an increase in senior housing. Contractor will utilize their understanding of the preferences and priorities of senior residents in the DMV area (as it relates to neighborhood amenities and connectivity) as well as the vision for senior housing development in the corridor (developed in the 2016 visioning study), to evaluate the current situation in the corridor. Based on the anticipated feasibility of developing senior living options along Lee Highway, the gap analysis will inform the proposed land use scenarios and urban design (or other) considerations such as but not limited to age-in-place concepts.

1.3.2.4. Transportation and Connectivity- Existing Inventory and Assessment

The Contractor will conduct a Transportation and Connectivity Inventory, which will document existing conditions and analyze the following existing transportation plans, facilities, policies and standards within the Planning Area including linkages to the larger County and regional network:

Plans:

- 1. Master Transportation Plan and all sub-elements
- 2. Other Planned Improvements:
 - a. Inventory of previously committed and planned improvements in the Planning Area, including the improvement status (e.g. planned, designed, funded, scheduled for or under construction);
 - b. Qualitative consideration of impacts from planned widening and toll lanes on I-

Facilities:

- 1. Street Network (e.g. number of lanes, speed limits, intersection locations and controls, turn lanes)
 - a. Connectivity (e.g. location and number of streets and alleys, typical block lengths, opportunities for new intermodal connections);
 - Operations (e.g. level of service and delay in seconds) at intersections with arterial streets per VDOT's Traffic Operations and Safety Analysis Manual (TOSAM);

- c. Travel Times (e.g., Google Real-Time Data Application Programming Interface (API) to collect GPS data or floating car method to collect travel time and stop delay)
- 2. Streetscape Design (e.g. medians, landscape, bike/transit/pedestrian facilities)
- 3. Local and Regional Transit Network (e.g. service providers, routes, ridership, transit hubs, opportunities for intermodal connections, stations/stop locations, station/stop access and amenities). Transit ridership will be provided by the County or the Northern Virginia Transportation Commission (NVTC).
- 4. Bike Network (e.g. facility types, new segments, trail connections, bike counts, bike crashes, opportunities for intermodal connections)
- 5. Pedestrian Network (e.g. facility types, sidewalk access points, Safe Routes to Schools, connectivity to public spaces, new segments, opportunities for intermodal connections)
- 6. Parking Facilities
 - a. Existing parking supply and current parking needs based on existing uses (both on street and off street) for the entire Core Study Area and Residential Edges
 - b. Existing code requirements for minimum off street parking;
 - c. Parking demand sample for at least two commercial and multi-family complexes in similar environments in the region. The Contractor will review the Transportation Performance Reports for Special Exception Projects (See Section G: Preliminary Resources), provided by the County, to understand the parking demand in the County.
- 7. Shared Ride Options (e.g. ride sharing, Capital Bikeshare, taxi, autonomous vehicles)

Policies/Standards:

- AASHTO and VDOT standards, specifications, and access management criteria related to Lee Highway's classification as a principal arterial and a National Highway System route.
- 2. Virginia Department of Transportation Road Design Manual and Appendices (including the Multimodal System Design Guidelines) and other applicable standards and policies

The Transportation and Connectivity existing inventory and assessment will be informed by discussions and close coordination with VDOT, as owners of the Lee Highway right-of-way, in addition to the County Staff Team.

At the beginning of this task, the County, in coordination with VDOT, will provide the Contractor with available relevant historic and current traffic count data, survey and GIS data, drawings and data related to current transportation projects, and the 2015 Multimodal Needs Assessment. The inventory and assessment will be supported by data from within the past five years. Sources of information will be cleared with County Staff prior to assessment.

Based on the inventory, the Contractor will 1) identify existing constraints and challenges on the corridor for each mode of transportation (i.e., street network, streetscape, transit, bicycles, pedestrians, parking, shared ride options) and 2) at a high-level, identify opportunities and facilities for improvement for each mode of transportation (i.e., street network, streetscape, transit, bicycles, pedestrians, parking, shared ride options). These preliminary recommendations will initially be based on the analysis of existing conditions, existing plans, and anticipated corridor growth (i.e. County growth projection estimates, which are based on the GLUP designations) utilizing the MWCOG travel demand forecast model as further described in task 2.2.4. In Phase 1, the model will be used to establish an understanding of 1) the existing conditions, which takes into account the existing density, roadway conditions and transit options and 2) the 2045 baseline conditions, which takes into account the County's growth projections (derived from the GLUP designations), existing roadway conditions and existing plans for roadway improvements that have already been incorporated into the CLRP for 2045.

In Phase 1, the Contractor will conduct the following model runs:

Specifications	Model Runs
2017 existing conditions – all models will be run once for PM peak	1
2045 baseline (GLUP) conditions – all models will be run once for PM peak	1
Total	2

In Phase 2, the preliminary recommendations will be refined and augmented to include transportation strategies that will be based on future conditions and projected corridor growth for each of the corridor-wide land use scenarios, as described in Task 2.1. At the end of Phase 2, a preferred corridor-wide land use scenario will be selected to prepare a preliminary concept plan that will be presented to the community. In Phase 3, the preferred corridor-wide land use scenario will be refined along with the proposed transportation strategies.

1.3.2.5. Public Space Analysis

The Contractor will conduct a review and assessment of existing Plans and conditions for parks, natural resources, and public spaces (including those that are publicly accessible spaces under private ownership) in, or immediately outside, the Planning Area, including sidewalk, bike and trail linkages to parks in the larger County and regional network. The County is currently undergoing a study to <u>update the Public Spaces Master Plan</u>. This process should be nearing completion at the start of the Lee Highway study. The Contractor will need to stay informed about that process and use the draft Public Spaces Master Plan and final recommendations to inform the analysis for Lee Highway.

1.3.2.6. Historic and Cultural Resources Analysis

Using the County's existing and new architectural survey data collected by the Contractor as described in Task 1.3.1, the Contractor will provide preliminary recommendations regarding appropriate levels of preservation (e.g. full building preservation, façade preservation or other conservation methods) for historically significant buildings and sites in the Planning Area. The Contractor will also review information on existing arts, public art, and cultural

activities. The Contractor will identify strategies to retain, identify and enhance historic resources, arts, public art, and cultural activities in the Planning Area.

1.3.2.7. Economic Vitality Analysis

The Contractor will review and analyze a preliminary existing economic conditions evaluation of the Lee Highway corridor provided by the County, which will include:

- Identification of Commercial Market Clusters within the Study Area
- Definition of Commercial Market Cluster Typologies and applicability of the typologies to the Lee Highway Commercial Market Clusters
- Baseline analysis of commercial market activity and performance, for each of the identified Lee Highway Commercial Market Clusters, such as general data on rents, occupancies, and other performance metrics

The Contractor will conduct additional analysis and evaluation of the preliminary data, as needed, using available data from the Arlington County Retail Plan, databases such as CoStar, ESRI household income and spending data sets, in-house data, and on-site observation. In addition, the Contractor will conduct the following tasks to supplement the County's preliminary existing economic conditions evaluation of the Lee Highway corridor:

- 1. Mapping Commercial Market Clusters: Building on the information contained in the County's existing economic conditions evaluation, the Contractor will prepare a map layer identifying the specific commercial market clusters, the typologies and the neighborhood(s) that make up their primary market bases; and
- 2. Assessment of strengths, weaknesses, and opportunities for each Lee Highway Commercial Market Cluster: The Contractor will prepare a SWOT matrix for each of the identified commercial clusters. The Contractor will also analyze the data points to determine the relative health of each cluster and Identify potential opportunities or gaps. To accomplish this for each of the previously identified clusters, Contractor will estimate supportable sales potential by type; identify potential opportunities or gaps; and survey the corridor businesses (via online survey) for specific data on rents, sales per square foot, and other performance metrics.

The Contractor must be able to address specific new or additional tasks and questions related to the data, that may arise, as a result of the land use scenario and land use scenario analysis (See Tasks 1.6 and 2.1). The Contractor will update the County's existing economic conditions evaluation of the Lee Highway corridor and prepare a summary for the Existing Conditions report.

1.3.2.8. Sustainability

The Contractor will assess existing sustainability characteristics of the Planning Area, such as tree canopy, impervious areas, stormwater management and building design elements. The Contractor will also research and present best practices, including information on funding techniques and programs, for streetscape design, reduction in impervious surfaces, building/energy efficient design and other smart growth practices that would be applicable to a corridor like Lee Highway.

1.3.2.9. Public Facilities

The Contractor will review and characterize existing and planned public facilities in, or immediately outside, the Planning Area, including schools, community centers, libraries, and fire stations. The Contractor must also become familiar with Countywide facility needs and site facilities within the Lee Highway area, by reviewing the 2015 Community Facilities Study, Fiscal Year 2019 — Fiscal Year 2028 CIP, JFAC materials, and through County staff interviews and needs documentation, and will work with the County to refine broad use categories of known Countywide needs to be evaluated through the study.

1.3.3. Existing Conditions Analysis Report

The Contractor will generate for staff review a draft Existing Conditions Analysis Report that includes an assessment of the relevant information in Section G: Preliminary Resources (building upon the Briefing Book Information), the Cultural Resources Survey and the Key Planning Elements Analysis. The report will consist of a series of analysis diagrams using the County's GIS resources.

The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the Existing Conditions Analysis Report addressing the requested changes.

Task 1.4. Additional Stakeholder Interviews

To supplement the Existing Conditions Analysis Report, the Contractor will collaborate with the Staff Team to identify stakeholders to interview (including, but not limited to, those identified as part of Task 1.2.2.) regarding issues and opportunities identified during the existing conditions analysis. Examples of stakeholders include commercial property owners, multi-family property owners, business owners, developers, and Lee Highway Alliance (LHA) members. The Contractor will conduct approximately 8-12 hours of additional interviews and/or meetings. The number of interviews and/or meetings included in that timeframe will be determined at the time of scheduling, at the County's discretion. The Contractor will compile the results of the interviews into an Additional Stakeholder Interview Report. The analysis may require interviews with:

- Existing multi-family property owners and affordable and market-rate housing developers to identify opportunities, constraints, and other considerations to understand market conditions;
- The community to identify other important cultural activities, art, traditions, and/or people of importance; and
- Property owners of particular sites to review specific issues and opportunities.

The Contractor will provide the Staff Team for review a draft of the interview questions and meeting materials no less than 10 work days in advance of the interviews, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the interview questions and meeting materials addressing the requested changes.

Task 1.5. Land Use Scenario Analysis Methodology

To prepare for the workshop described in Task 1.7, the Contractor will collaborate with the Staff Team to develop a draft methodology for evaluating land use scenarios to better understand feasibility, impacts and achievability of key planning elements. The draft methodology will utilize a corridor modeling tool which will incorporate the existing conditions data compiled and analyzed in Task 1.3. The tool will allow the Contractor and the Staff Team to evaluate different land use mixes and intensities within the redevelopment areas (nodes) in the Core Study Area, along with strategic combinations of possible interventions such as public open spaces or other amenities and street and transit access improvements. As scenarios may respond to nodal and corridor-wide priorities differently, the tool will help highlight how well the scenarios balance nodal and corridor-wide priorities. The tool will also provide feedback on the performance of the interdependent land use and mobility alternatives.

The draft methodology will be used to evaluate one redevelopment area or node in the Core Study Area as identified in the 2016 Visioning Study as a sample and for use as an educational item at the workshop described in Task 1.7 and early community meetings. The draft methodology will include a number of scenarios that cover a representative range of plan objectives to effectively test the methodology for comparative analysis. As further detailed in Task 2.1 and 2.2, the methodology will include an analysis of factors (i.e. land values, based upon data received from the County, estimates of development, transportation, streetscape and other infrastructure costs, land uses, and density levels), key planning elements, specific outcomes, additional performance indicators and a rating system to compare the different alternative scenarios. The draft methodology will include a performance indicator baseline (with rating) based on the existing conditions data compiled and analyzed in Task 1.3. The Contractor will suggest a methodology (e.g., formula-based or using sample sites) to project densities and impacts for other nodes or redevelopment areas that is sufficient to guide ultimate land use recommendations for inclusion in this plan and potential future GLUP designations and zoning districts, yet doesn't require substantial site-by-site analysis for each property in the Core Study Area.

Task 1.6. Public Workshop and Continued Civic Engagement

1.6.1. Design the Workshop, Format and Schedule:

The 2016 Visioning Study will serve as a baseline for beginning discussions with the community to define the vision for the Lee Highway corridor. An initial step in refining the vision will be a workshop, requiring at least two days of civic engagement. The Contractor will propose and work collaboratively with the County to structure the format, agendas and scheduling. The workshop will incorporate findings and discussion of the existing conditions analysis (existing conditions analysis can be ongoing at time of meeting), previous plans and studies, including the Visioning Study, the land use scenario analysis methodology and community meetings and interviews.

Emphasis will be placed on inviting and understanding community input on refinements to the Visioning Study, preliminary identification of character areas for the Core Study Area, and initial input on network-wide elements. The Contractor will provide a list of the Contractor's team members (by specialty) proposed to attend and participate in the workshop, and should, at a minimum, include a Principal and the Project Manager.

Specifically, County staff anticipates there will be three primary elements of the workshop, which may serve as the topics for workshop meetings/events:

- Review and refine vision principles and goals for the key planning elements. The Contractor will collaborate with the Staff Team to review and refine preliminary vision principles and goals for each of the key planning elements, informed by the Visioning Study, the County's aspirational goals (subject to change, described in Part A of this scope), and additional guidance informed by the existing conditions analysis. The Contractor will present preliminary vision principles and goals in draft form for review as part of the workshop. Ultimately, refined principles and goals will help inform recommendations of the plan and the outcomes used to evaluate the land use scenarios in Phase 2.
- Review, validate, and/or refine the vision in the Core Study Area and Residential Edges. The Contractor will present an overview of the vision (as shown in text and graphics) presented in the Visioning Study for specific activity nodes, as well as presentation of relevant background or educational elements (such as review of draft methodology for land use scenarios at a sample node as described in Task 1.6, transportation assessment including status of traffic changes due to I-66 widening/tolling, POPS analysis/recommendations, and school enrollment projections/methodologies), that could inform refinements to the vision and the identification of character areas for the Core Study Area and Residential Edges.
- Review major network-wide planning elements in Planning Area. The Contractor will present
 an overview of the vision for transportation and public space throughout the Planning Area
 as contained in the 2016 Visioning Study and 2015 Multimodal Needs Assessment to inform
 future discussions about how well the network-wide elements could support scenarios
 developed as part of Phase 2. The outcome of the workshop(s) will be a refinement of the
 deliverables for Phase One.

Task 1.6.2. Generate Base Maps and Supporting Materials for Workshop(s) and other Community Meetings

The Contractor will work closely with the Staff Team to obtain the information necessary to generate the base maps and other materials for the workshop(s) and community meetings. All base maps must be GIS compatible and according to County specifications (including naming of layers, geo-referencing etc.) The materials will likely include elements such as color aerial images at appropriate scales, GIS base data, and communication materials. The Contractor will be responsible for printing materials for the workshop(s) unless otherwise agreed to by the Staff Team.

Task 1.6.3. Facilitate the Public Workshop and Continued Civic Engagement

The Contractor will provide the Staff Team for review a draft of the presentation for the public workshop no less than 10 work days in advance of the public workshop unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a final draft presentation for the public workshop addressing the requested changes.

The Contractor will work collaboratively with the Staff Team to conduct the 2-day workshop and post-workshop reporting. Prior to and/or following the workshop, at the County's discretion, the

Contractor will at minimum attend seven meetings in addition to the workshop, with the established stakeholder groups (i.e. Community Forum and Working Group) and/or focus groups. The County and the Contractor will determine when additional meetings are necessary, and, when needed, the County will schedule meetings to garner additional input on key topics or topics affecting specific geographic areas. The Contractor will compile the results of the public workshop and additional meetings into a Public Workshop Summary Report.

Task 1.7. Character Area Development

Based on input received through the workshop(s) and other community meetings, the Contractor will develop a draft report documenting preliminary Character Areas for the Core Study Area and Residential Edges for the Staff Team review. The report will include a map, which generally outlines development typologies along the corridor with descriptions of the land use, density, building height and identity characteristics. The Character Areas Map will also generally describe the future development pattern along the corridor and will identify the areas for preservation and the areas for redevelopment (nodes) where infill, partial or full redevelopment may occur. The future development pattern will be refined through the land use scenario analysis in Phase 2. The Contractor will also include a preliminary set of vision principles and goals for the key planning elements as specified in Task 1.7 and, where appropriate, initial diagrams for the network-wide planning elements, such as public space and transportation in this report.

The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the Character Area Development Report addressing the requested changes.

<u>Phase One Meetings:</u> The Contractor will attend the following meetings as specified in the refined project process outline and schedule, described in Task 1.2.1. In addition to the meetings with stakeholders, Working Group, Community Forum, Focus Groups, and the Public, the Contractor will attend Staff Team meetings and Project Management meetings.

- 1. Project Kick-off Meeting (1)
- 2. Initial Stakeholder Interviews (approximately 8-12 hours)
- 3. Community Kick-off Meeting (1)
- 4. Additional Stakeholder Interviews (approximately 8-12 hours)
- 5. Public Workshop (1, two-day event)
- Working Group/ Community Forum/ Focus Group Meetings (approximately 7)
- 7. Additional Project Management Meetings (minimum of 3)
- 8. Staff Team Meetings (minimum of 7)

Phase One Deliverables:

- 1. Refined Project Process Outline and Schedule
- 2. Existing Conditions Analysis Report (including general graphics such as maps, diagrams and street sections) containing the Cultural Resources Inventory (Survey Forms and Report: 2

- deliverables) and Key Planning Elements Analysis. One draft and one refined draft, including any addenda as allowed.
- 3. Initial and Additional Stakeholder Interview Questions. One draft and one refined draft.
- 4. Initial and Additional Stakeholder Interview Reports
- 5. Preliminary Land Use Scenario Analysis Methodology
- 6. Base Maps and Supporting Materials for Workshop(s) and Community Meetings
- 7. Community Kick-Off Meeting and Public Workshop Presentations. One draft and one refined draft.
- 8. Community Kick-Off Meeting and Public Workshop Summary Reports
- 9. Working Group/ Community Forum/ Focus Group Meeting Presentations. One draft and one refined draft.
- 10. Working Group/ Community Forum/ Focus Group Meeting Summary Reports
- 11. A report documenting Character Areas and descriptions; diagraming network-wide planning elements; and setting out preliminary vision principles and goals for the study's key planning elements. One draft and one refined draft.

Phase Two: Preliminary Planning and Design

The Preliminary Planning and Design phase involves the development and evaluation of land use scenarios, a public workshop and follow-up community meetings to review the scenarios, and the development of a draft concept plan that includes refined character areas and descriptions and refined principles and goals for the network-wide planning elements.

Task 2.1. Development of Land Use Scenarios and Analysis

Based on the Character Areas Map, descriptions, vision principles, and preliminary goals the Contractor will develop for evaluation, in collaboration with the Staff Team, land use scenarios for the entire Core Study Area and Residential Edges. The land use scenarios will refine the future development pattern, described in the Character Areas Map, and should reflect a range of options for future development conditions (infill, partial or full redevelopment) for redevelopment areas (nodes) only. Other sections of the corridor, within the Core Study Area and Residential Edges, may be identified for preservation and should be reflected as such. For each redevelopment area, the Contractor will conduct a land use scenario analysis. The land use scenario analysis will describe and evaluate the potential for change in terms of the physical environment, quality of life and economic impact. Based on feedback and analysis during Phase One and through the development of the land use scenarios in Phase Two (in collaboration with the Staff Team), the Contractor will refine the methodology for evaluation of the land use scenarios to reflect the preliminary vision principles and goals for the key planning elements.

2.1.1. Development of Land Use Scenarios and Minimum Expectations for Scenario Distinctions: The land use scenarios will reflect a range of densities (ranging from small or limited infill to larger redevelopment) in the areas defined for redevelopment in the Character Areas Map. Up to three (3) distinct scenarios for each redevelopment area will be initially analyzed and modeled. The County assumes distinct scenarios for up to 6 redevelopment areas along the corridor, may be identified during Phase 1. In addition, the County and Contractor will determine based on the analysis, which combinations of the land use scenarios for each redevelopment area will be assembled into a minimum of three (3) corridor-wide scenarios. One corridor-wide scenario, for example, could distribute higher density residential across the majority of the study area, while another concentrates it in limited areas. A second corridor-wide scenario example could balance and manage transportation modes along the entire length

of Lee Highway, while another transforms the roadway only at certain nodes or intersections. The land use scenarios will be developed using the corridor modeling tool developed in Phase 1, which will allow the Staff Team to see the interactions and implications of various land use scenarios with the transportation system. The land use scenarios will also include network-wide recommendations (e.g., recommended street sections, intersection improvements, general public space locations, and public facility recommendations) that correlate with the levels of density in the land use scenarios.

2.1.2. Land Use Scenario Analysis and Minimum Expectations for Scenario Evaluation: The land use scenario analysis will include an evaluation of factors, key planning elements (as described in Tasks 2.1 and 2.2), specific outcomes and additional performance indicators, as described below, to compare the land use scenarios (nodal and/or corridor-wide). The Contractor will work with the County to determine which factors, key planning elements, specific outcomes and additional performance indicators will be most appropriate to evaluate for the initial redevelopment area land use scenarios and for the corridor-wide land use scenarios.

Specific Outcomes:

- Potential development in terms of square footages of commercial and residential development, residential units, and other uses as proposed;
- Building typologies;
- Recommendations for changes to the land use designations on the GLUP and zoning (i.e. density, floor area ratio and height);
- Urban design, transportation, and/or other choices to achieve desired change;
- Overall potential for new development to achieve community improvements such as new/modified streets, streetscape and other infrastructure improvements, historic preservation, affordable housing, open space, and screened/structured/underground parking;
- Likelihood and/or timing of the changes to occur, based on an understanding of market conditions and trends:
- Extent to which the land use scenarios are consistent or in conflict with the community goals for change that were raised through the community engagement process held prior to this task;
- As further detailed in Task 2.2.1, the land use scenario analysis will also include an evaluation of the general economic and development feasibility.

Additional Performance Indicators: In addition to summarizing the specific outcomes stated above, up to 10 additional performance indicators will also be summarized and a rating system will be developed, to compare the land use scenarios (corridor-wide). For these ten additional indicators, the Contractor assumes the County will provide the background research and/or analytical methodology for additional metrics for which it has data or an existing policy. Additional performance indicator topics could include:

- Transportation and parking impacts
- Public health impacts
- Demand for public facilities and school enrollment
- Public/private partnership opportunities for development of public facilities
- Ease of implementation
- Appropriate neighborhood transitions

Ultimately the land use scenario analysis will frame a realistic set of expectations around how land use scenarios could potentially achieve the desired County and community goals. The land use scenario analysis for each land use scenario (nodal and corridor-wide) will help the Contractor and County identify the strategies and locations for implementation actions and timing.

Add-On Task: As described above, the land use scenarios will be generated for the Core Study Area and Residential Edges. If the transportation analysis and preliminary recommendations suggest major impacts to the existing Cherrydale or East Falls Church plans, the Staff Team would consult with the County Manager and County Board liaison to determine how best to address the issues. This may result in a request that the Contractor study the impacted parcels further and determine appropriate redevelopment scenarios to facilitate achievement of the desired transportation recommendations. In the event that additional analysis work in this area and/or other redevelopment areas may be required of the Contractor, Offerors should provide a schedule of fees the pricing for analyzing land use scenarios for 1-2 additional areas shall be as specified in Attachment B - Contract Pricing. (See Proposal Requirements, Part 9)

Task 2.2. Further Analysis of the Key Planning Elements

As part of the land use scenario analysis (Task 2.1) the Contractor will address the more specific factors for key planning elements described below. The Contractor will assess each scenario's ability to meet key planning element goals, and impacts and outcomes related to the key planning elements, including transportation, public facilities, historic preservation, population growth, commercial square footage and public space needs. The Contractor is encouraged to suggest tailoring or additional analysis that would be needed to make recommendations for any of the key planning elements.

- 2.2.1 Economic Vitality: In Phase 2, the Economic Vitality Analysis is an extension of the recommendations in Phase 1, focusing more specifically on where and how retail, other commercial development and residential can be located along the corridor. In addition, select land use scenarios (initial redevelopment areas and/or corridor-wide land use scenarios as described in Task 2.1) will be evaluated to determine its feasibility and the tradeoffs that will be necessary to attract private investment, impact on public facilities as well as its associated costs for transportation, streetscape and other infrastructure improvements. The Contractor will identify:
 - a. Appropriate locations to retain or expand clusters of commercial businesses, particularly ground floor commercial uses, along the corridor;
 - b. Amount and type of additional non-residential (such as flexible space, boutique office, and/or boutique hotels, among other uses identified during the analysis) and residential uses that are viable along the corridor, the likely timing for demand of these uses as well as the urban form they can take based on the different modes of transit suggested in the land use scenarios;
 - c. General economic and development feasibility and potential impacts of land use scenarios: Contractor will conduct an analysis to test the feasibility (including timing and developers' or the County's role in funding, necessary land acquisitions and/or assemblages) as well as potential impacts of a minimum of 3 (initial redevelopment areas and/or corridor-wide) land use scenarios as described in Task 2.1. The general

economic and development feasibility and potential impacts analysis will include the following tasks, based on the different perspectives for the private and public sectors:

- Private sector: The Contractor will generate, for each scenario, an estimate of development costs based on standardized unit costs for the corridor. The Contractor will also draw conclusions about the high-level financial feasibility of the scenario to the developer.
- i. Public sector: The Contractor will analyze the impacts on school enrollment and other public facilities (i.e. public space, police, fire etc.), as described in Task 2.2.8. The Contractor will also estimate the cost of the proposed transportation, streetscape and other infrastructure improvements along Lee Highway and the share of those improvements that is attributable to the area to be developed. The Contractor will not be required to calculate the operating costs to the County of providing the services necessary to enable/support the development. In addition, the Contractor will estimate employment generation under each scenario. Based on these analyses, the Contractor will draw conclusions about the high-level economic feasibility and potential impacts of the scenarios to the County.
- d. Opportunities to support continued business success and expansion, both in terms of land use tools or through other potential assistance.

2.2.2. Building Form & Urban Design

- a. Economic feasibility of incentivizing redevelopment and/or revitalization including alternative construction types (e.g. concrete, steel, stick);
- b. Effective transitions to adjacent single-family areas, including opportunities for diverse housing types in the Residential Edges where appropriate;
- c. Urban design strategies to improve the pedestrian experience; and
- d. Analysis of the scale, building height and density components of each of the redevelopment areas (approximately six areas) using a 3D computer modelling program, such as sketchup, to illustrate the massing reflected in the distinct land use scenarios. Add-On Task: In the event that additional modeling (i.e. for key nodes or parcels to study issues and test solutions for building design and placement) may be required of the Contractor, the pricing for modeling of additional areas shall be as specified in Attachment B Contract Pricing.
- e. Analysis of candidate regulatory mechanisms to encourage, enable, and control desirable development outcomes.

2.2.3. Housing:

- a. Opportunities and economic feasibility for inclusion of committed and/or unrestricted rental and/or condominium affordable housing units (at/below 60% of area median income (AMI), 60-80% AMI, and 80-120% AMI) in redevelopment projects;
- b. Opportunities and economic feasibility for achieving goals related to aging in the community and diverse housing types; and
- c. Application of recommendations from ongoing County housing studies, to the extent they have been adopted by the County Board during the Lee Highway planning study. This may include recommendations for the Housing Conservation District (areas with Market Rate Affordable Units generally located in the multi-family areas of the Core Study Area) and/or middle-income housing types (Missing Middle Study).

In completing task 2.2.3, Contractor will carry out the following tasks:

- Investigate opportunities to develop affordable housing. In coordination with the urban design and land redevelopment analyses, we will investigate specific opportunities for developing committed rental housing, unrestricted rental housing and/or condominium units that are affordable to the different target audiences. It is anticipated that some affordable units may be in multifamily housing along the corridor, while other units will be in missing middle-type projects located physically between any low/medium rise multifamily housing and the single family housing behind the corridor/nodes. Proposals for redevelopment will make explicit the assumptions as to the number and type of affordable units to be developed.
- Update the proforma cashflow analyses prepared under Task 1 above to reflect the specific conditions as well as the high-level identification of building massing and housing type proposed to be developed on those specific parcels. With a view to ensuring financial viability of individual projects, we will update the number and type of affordable units within each redevelopment area on the results of the cashflow analyses.

2.2.4 Transportation and Connectivity - Future Conditions Assessment and Recommendations

The Contractor will utilize the existing conditions inventory, assessment, and preliminary recommendations conducted in Phase 1 (See Task 1.3.2.4. Transportation and Connectivity Existing Inventory and Assessment) to identify potential transportation strategies for enhancing multimodal accessibility on the corridor. The land use scenarios (as described in Task 2.1) for the redevelopment areas will incorporate preliminary transportation strategies that will later be refined and tested for the corridor-wide land use scenarios. To assess the future conditions of the transportation system, based on the corridor-wide land use scenarios, the Contractor will utilize the MWCOG travel demand forecasting model. Phase 2, the model will be used to understand 1) the 2045 adjusted baseline conditions, which takes into account the County's growth projections (derived from the corridor-wide land use scenarios), existing roadway conditions and existing plans for roadway improvements and 2) the 2045 future conditions, which takes into account the County's growth projections (derived from the corridor-wide land use scenarios), future roadway conditions and future plans for roadway improvements based on the proposed transportation strategies for the corridor-wide scenarios. At the end of Phase 2, a preferred corridor-wide land use scenario will be selected to prepare a preliminary concept plan that will be presented to the community. In Phase 3, after significant input on the preliminary plan has been received, the model will be used one more time to update the 2045 future conditions, which will incorporate a refined corridor-wide land use scenario and transportation strategies.

2.2.4.1 Modeling Specifications

The analysis of existing, baseline and future conditions will utilize the MWCOG travel demand forecasting model for overall corridor travel volumes, O-D patterns, and mode share. The analysis of the future conditions will also utilize smaller scale microsimulation models to analyze corridor operation, as well as a methodology to assess transportation accessibility. The following are the required modeling specifications:

- Using the latest adopted MWCOG/TPB model for 2017 and 2045 to analyze existing and future conditions at the TAZ level for an average weekday. Metrics resulting from this model will include origin-destination data by time period and trip purpose, nonmotorized trip (bike and pedestrian trips) generated by TAZ, mode share to and from the study area by TAZ including single occupancy vehicle, carpooling, and transit.
- 2. A focused subarea model will be extracted from the regional MWCOG/TPB model that includes more detailed representation of the roadway network and land uses. This model will be used to provide more detailed information about traffic volumes and speeds in the corridor. Other modes, including transit and non-motorized options will be post-processed from the TAZ level to match the more fine-grained network used in the sub-area model. This model will primarily be used to understand the distribution of traffic on roadways within the study area, especially for local trips within the corridor.
- 3. Synchro microsimulation of 9 major intersections within the Planning Area will be used to relate link-level speeds and volumes from the Sub-Area model to more explicit assessment of corridor constraints and operations. The microsimulation model will be used to analyze operational conditions for PM peak conditions only, use existing conditions data supplied by the County, and have a particular focus on travel speeds along the Lee Highway corridor; and

Using the latest MWCOG/TPB travel demand forecasting model, analysis will be conducted to measure the accessibility by transit and by automobile to the study area within 60 and 45-minute time thresholds, to be compatible with VDOT's Smart Scale accessibility scoring).

2.2.4.2 Modeling Methodology and Development of Transportation Strategies

The simulation model will be used to model PM peak traffic only, which is the most congested time of the day for travel. The full MWCOG/TPB model and the Sub-Area model are each run for a full average weekday and are able to produce results for both the AM and PM peaks without significant additional work. Simulating the PM peak will show the most comprehensive view of operations and volumes on the corridor and will reduce the need for multiple validation efforts and superfluous model scenario runs.

In Phase 2, the 2045 baseline model will be adjusted for the three (3) corridor-wide land use scenarios (as described in Task 2.1) to estimate possible long-term impacts of land use changes on the future baseline transportation system. The evaluation of the impacts on the baseline transportation system allows for comparison of general transportation system capacity and quality of service constraints for each corridor-wide land use scenario. Specific variables to be compared and evaluated include travel times, intersection level of service, link-level volume-to-capacity ratios, and accessibility. County Staff will work with the Contractor to determine how to integrate the corridor-wide land use scenarios into the MWCOG model and sub models by adjusting socioeconomic data and assumptions by TAZ. Once the impacts to the future baseline transportation system are evaluated, the Contractor, with input from the County, will refine and test a maximum of three (3) corresponding transportation strategies for the corridor-wide land use scenarios. Using an interactive analysis framework, the County and Contractor will then analyze the impacts to the operations and accessibility of the future transportation system, based on different combinations of land use scenarios and transportation strategies. At the end of Phase 2, a

preferred corridor-wide land use scenario will be selected to prepare a preliminary concept plan that will be presented to the community.

In Phase 2, the Contractor will conduct the following model runs:

Specifications	Model Runs
2045 adjusted baseline (LHPS) conditions – all models will be run once for	3
each of the three (3) corridor-wide land use scenarios for PM peak (taking	
into account existing roadway conditions and existing plans for roadway	
improvements only)	
2045 future (LHPS) conditions -all models will be run a maximum of three	3
(3) times for PM peak, to test proposed transportation strategies for each	
of the corridor-wide land use scenarios	
Total	6

In Phase 3, after significant input on the preliminary plan has been received, the model will be used one more time to update the 2045 future conditions, which will incorporate a refined corridor-wide land use scenario and transportation strategies.

In Phase 3, the Contractor will conduct the following model run for the:

Specifications	Model Runs
2045 future (LHPS) conditions - model will be run once for the refined	1
corridor-wide land use scenario (to be utilized for the draft Lee Highway	
Plan document), to test the refined transportation strategies for PM peak	
Total	1

The approach to the land use scenarios and transportation strategies involve the following key principles:

- 1. Land use scenarios should be grounded in both regional and local expectations for changes in land use and transportation systems.
- 2. The Lee Highway Plan and policies should support the desired changes to land uses that will result over time both in the near and long-term horizons.
- 3. Transformational changes to the corridor, over the long term, should support fiscally responsible and sustainable phasing of both private sector and public sector investments. The assessment of improvements should therefore be qualitative and flexible in nature to ensure long-term infrastructure improvements will build upon near-term infrastructure improvements.

2.2.4.3 Assessments and Recommendations

Using the results of the modeling analysis, the Contractor will use the following measures to analyze 1) the feasibility of the proposed transportation strategies and its impact on committed and planned improvements and 2) the overall future conditions related to transportation, travel time delays, density, and accessibility for the corridor-wide land use scenarios:

- 1. Feasibility of Transportation Strategies
 - a. Potential and feasibility of achieving transportation improvements through adjacent site redevelopment (e.g. setbacks, easements, right-of-way dedications)
- 2. Committed and Planned Improvements
 - a. Potential impact of proposed transportation strategies on previously committed and planned improvements in the Planning Area
- 3. Transportation conditions
 - a. Level of service and other multi-modal methods for accounting for the quality of the transportation experience, such as:
 - i. Intersection Level of Service, intersection delay, and corridor travel times for automobiles
 - ii. Transit Quality Level of Service (QLOS) characteristics such as frequency of service, span of service, peak period load factors, and percent of households and jobs within ¼ of transit stops.
 - iii. Pedestrian and Bicycle Level of Service, in addition to other measures of the non-motorized experience such as time required to cross Lee Highway.
- 4. Travel time
 - a. Expected travel time for automobile and transit trips along the corridor. The Contractor will work with County Staff to identify up to three (3)
 - b. origin-destination pairs along the corridor.
- 5. Density supported by the proposed transportation system
 - a. Link-based Volume-to-capacity ratios
 - b. Accessibility as measured by the number of jobs accessible to the average household within 45 minutes by car and 60 minutes by transit. The methodology used will be compatible to the VDOT Smart Scale process.

6.

a. Rated in a compatible method to VDOT Smart Scale

Transportation recommendations will be categorized into short-, medium-, and long-term improvements and will be provided for:

- 1. Street sections
- 2. Intersection modifications
- 3. Vehicular connections (e.g. new streets and alleys)
- 4. Transit services and facilities
- 5. Pedestrian facilities and connections
- 6. Bike facilities and connections
- 7. Access to public spaces and/or public facilities in the Planning Area
- 8. On-street and off-street parking: Strategies to address demand, including ratios by use, parking location and type (surface, structured, underground), and opportunities for co-location and shared parking.
- 9. Shared ride options

Add-On Task: In the event that additional transportation/parking analysis and/or modeling may be required of the Contractor, the pricing shall be as specified in Attachment B – Contract Pricing.

2.2.5. Public Space:

- a. In consideration of recommendations from the in-progress update to the County's Public Spaces Master Plan (POPS), assess future public space needs based on land use scenario analysis, existing park inventory, projected demographic trends, sustainability, quality of life, and enhancement of surrounding development;
- b. General locations for new or improved public spaces, including descriptions of the recommended features of the public spaces; and
- c. Opportunities and economic feasibility for incentivizing new public spaces through redevelopment. (i.e. form base code, proffers, public-private partnerships, public-public partnerships, etc.)

In addressing the items above, the Contractor will begin by reviewing and incorporating relevant assessments, analyses and recommendations being developed through the County's update of the Public Spaces Master Plan (POPS) to inform the alternative land use scenarios developed concurrently in Phase 2. These public space proposals will be evaluated in light of alternative land uses configurations and intensities, connectivity enhancements, and feedback from stakeholders.

2.2.6. *Sustainability:*

- a. Opportunities and economic feasibility for incentivizing green building/energy efficient design and construction through redevelopment or renovation;
- b. Opportunities to increase tree canopy coverage and reduce impervious surfaces; and
- c. Strategies to meet and possibly exceed stormwater management requirements.

2.2.7. Historic Preservation and Cultural Resources:

- a. Identify historic resources for full building preservation, façade preservation, or other conservation methods.
- Identify opportunities, strategies, and economic feasibility for preserving and enhancing historic and cultural resources through tools such as redevelopment, transfer of development rights, easements, and local designations;
- c. Identify opportunities and potential partners (i.e., non-profits) to enhance cultural resources, the arts, and public art through education, programs, incentives and land use policies consistent with the <u>Historic Preservation Master Plan</u>, the Public Art Master Plan (current and pending update), and the Arlington Arts & Culture Strategy (pending).

2.2.8. Public Facilities:

- Analysis of school enrollment impacts. The Staff Team will generate school enrollment projections based on housing units estimated by the Contractor for the land use scenarios;
- b. Analysis, in collaboration with the County Staff Team, of impacts to other public facilities. The County Staff Team will assess public facility needs based on housing units and commercial gross floor area estimated by the Contractor for the land use scenarios;
- c. For known Countywide needs including core support services, child care, and small office space identify potential areas for broad use categories and provide general design guidelines that could be applied in future planning studies;
- d. Consider opportunities and feasibility to incorporate public facilities into new private development; and
- e. Continue coordination with ongoing County efforts for public facilities, including Fire Station #8 and consideration of acquisition of Virginia Hospital Center sites, and assessment of decisions and implications to the Lee Highway planning process.

Task 2.3. Land Use Scenario Analysis and Key Planning Elements Report

The Contractor will provide the Staff Team for review a draft report, describing the analysis of the land use scenarios, including a comparison of the scenarios based on outcomes and impacts. The report will also include a summary of the additional analysis for the Key Planning Elements outlined in Task 2.2.

The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the Land Use Scenario Analysis and Key Planning Elements Report addressing the requested changes.

Task 2.4. Public Workshop and Continued Civic Engagement

2.4.1. Design the Workshop, Format and Schedule

The Contractor will propose and work collaboratively with the County to structure the format, agendas, and scheduling of the workshop. The purpose of the workshop is to gather input on the land use scenarios and land use scenario analysis in order to refine the character area boundaries and develop a Preliminary Concept Plan. The workshop will also provide a forum for input on a refined set of vision principles and goals for the key planning elements. The Contractor will provide a list of the Contractor's team members (by specialty) proposed to attend and participate in the workshop, and should, at a minimum, include a Principal and the Project Manager.

2.4.2 Generate Base Maps and Supporting Materials for Workshop(s) and other Community Meetings

The Contractor will work closely with the Staff Team to obtain the information necessary to generate the base maps and other materials for the workshop(s) and community meetings. All base maps must be GIS compatible and according to County specifications (including naming of layers, geo-referencing etc.) The materials will likely include elements such as color aerial images at appropriate scales, GIS base data, and communication materials. The Contractor will be responsible for printing materials for the workshop(s) unless otherwise agreed to by the Staff Team.

2.4.3. Facilitate the Public Workshop and Continued Civic Engagement:

The Contractor will provide the Staff Team for review a draft of the presentation for the public workshop no less than 10 work days in advance of the public workshop, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft presentation for the public workshop addressing the requested changes.

The Contractor will work collaboratively with the Staff Team to conduct the workshop and post-workshop reporting. Prior to and/or following the workshop, at the County's discretion, the Contractor will at minimum attend seven meetings in addition to the workshop, with the established stakeholder groups (i.e. Community Forum and Working Group) and/or focus groups. The County and the Contractor will determine when additional meetings are necessary, and, when needed, the County will schedule meetings to garner additional input on key topics or topics

affecting specific geographic areas. The Contractor will compile the results of the public workshop and additional meetings into separate Summary Reports.

Task 2.5. Preliminary Concept Plan and Refinement of Goals for the Key Planning Elements

Based on input from prior workshops and community meetings, the Contractor will develop a preferred land use scenario for the Core Study Area and Residential Edges for further review with the Staff Team. The preferred scenario will be refined through an iterative process with the Staff Team until a draft Preliminary Concept Plan is derived. The Contractor will prepare a draft Preliminary Concept Plan document that will include maps, refined character area descriptions and graphics, and an assessment of the outcomes and impacts. In addition, the Contractor will refine and finalize the vision principles and goals for the key planning elements that are specified as part of Phase One, in consultation with the Staff Team, based on the community interactions and feedback on the preferred land use scenario.

Task 2.6. Presentations and Continued Civic Engagement

2.6.1. Design the Meetings, Format and Schedule

The Contractor will propose and work collaboratively with the County to structure the format, agendas, and scheduling of the meetings. The purpose of the meetings is to gather input on the Preliminary Concept Plan. The meetings will also provide a forum for input on a refined set of goals for the key planning elements. The Contractor will provide a list of the Contractor's team members (by specialty) proposed to attend and participate in the meetings, and should, at a minimum, include a Principal and the Project Manager.

2.6.2 Generate Base Maps and Supporting Materials for Presentations and other Community Meetings

The Contractor will work closely with the Staff Team to obtain the information necessary to generate the base maps and other materials for the presentations and community meetings. All base maps must be GIS compatible and according to County specifications (including naming of layers, geo-referencing etc.) The materials will likely include elements such as color aerial images at appropriate scales, GIS base data, and communication materials. The Contractor will be responsible for printing materials for the meetings(s) unless otherwise agreed to by the Staff Team.

2.6.3. Facilitate the Presentations and Continued Civic Engagement:

The Contractor will provide the Staff Team for review a draft of the presentation of the Preliminary Concept Plan for the public meetings no less than 10 work days in advance of the public meetings, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments on the presentation and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the presentation of the Preliminary Concept Plan for the public meetings addressing the requested changes.

The Contractor will then present the draft Preliminary Concept Plan document in person to the community, and at minimum attend 3 additional public meetings with the County Board, various County commissions (as appropriate), and/or VDOT. The Contractor will compile the results of the presentation to the community, County Board, various County commissions (as appropriate), and/or VDOT into separate Summary Reports. The County Project Officer will be responsible for

compiling all Community/County/VDOT comments on the Preliminary Concept Plan document and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the Preliminary Concept Plan document, addressing the requested changes.

<u>Phase Two Meetings:</u> The Contractor will attend the following meetings as specified in the refined project process outline and schedule, described in Task 1.2.1. In addition to the meetings with stakeholders, Working Group, Community Forum, Focus Groups, the Public, VDOT and the County, the Contractor will attend Staff Team meetings and Project Management meetings.

- 1. Public Workshop (1)
- 2. Working Group/ Community Forum/ Focus Group Meetings (approximately 7)
- 3. Community Presentation of Preliminary Concept Plan (1)
- 4. VDOT/ Commissions/ County Board Presentations (approximately 3)
- 5. Additional Project Management Meetings (minimum of 2)
- 6. Staff Team Meetings (minimum of 8)

Phase Two Deliverables (including potential Add-On tasks as described above):

- Land Use Scenario Analysis and Key Planning Elements Report (including general graphics and illustrative plans, sketches, 3D massing models and/or renderings) containing the Land Use Scenarios and Land Use Scenario Analysis and analysis of the Key Planning Elements. One draft and one refined draft.
- 2. For each redevelopment area land use scenario and corridor-wide scenarios, the following Illustrative plans, sketches, 3D models and/or renderings will be included, in addition to any general graphics (such as maps, diagrams and street sections) that are developed for the report:
 - 2.1. Up to 3 illustrative plans, for each redevelopment area, illustrating the range of densities reflected in the distinct land use scenarios;
 - 2.2. Up to 3 illustrative 3D concept sketches (assuming a common vantage point), for each redevelopment area, illustrating the range of densities reflected in the distinct land use scenarios;
 - 2.3. Up to 3 computer generated 3D massing models, for each redevelopment area, illustrating the range of densities reflected in the distinct land use scenarios;
 - 2.4. 1 illustrative plan, for each of the three corridor-wide scenarios; and
 - 2.5. Up to 2 computer generated 3D renderings, such as an aerial view of the entire area and a street level view of Lee Highway, for each of the three corridor-wide scenarios.

For the Land Use Scenario Analysis and Key Planning Elements Report in Phase 2, the Contractor will work with the County to determine how many and which illustrations listed above will be most appropriate to illustrate each redevelopment area and corridor-wide land use scenarios. The general graphics and illustrations produced during Phase 2, for the Land Use Scenario Analysis and Key Planning Elements Report, will be refined for the Preliminary Concept Plan (developed in Phase 2), the draft Lee Highway Plan (developed in Phase 3) and the Final Plan (developed in Phase 4). The Contractor will work with the County to determine how many and which general graphics and illustrations will be refined. The County and Contractor will have

the flexibility to choose at which phase the 3D massing models and computer-generated 3D renderings, are best produced. For example, the County and Contractor may choose to produce 3D massing models during Phase 2 and computer-generated 3D renderings during Phase 3, for the development of the Preliminary Concept Plan.

- 3. Public Workshop Presentation. One draft and one refined draft.
- 4. Public Workshop Summary Report
- 5. Working Group/ Community Forum/ Focus Group Meeting Presentations. One draft and one refined draft.
- 6. Working Group/ Community Forum/ Focus Group Meeting Summary Reports
- Preliminary Concept Plan a document including refined general graphics and illustrative plans, sketches, 3D massing models and/or renderings; refined character area descriptions; final vision principles and goals; and an assessment of outcomes and impacts. One draft and one refined draft.
- 8. Community Presentation of Preliminary Concept Plan. One draft and one refined draft.
- 9. Community Presentation Summary Report
- 10. VDOT/ Commissions/ County Board Presentations of Preliminary Concept Plan. One draft and one refined draft.
- 11. VDOT/ Commissions/ County Board Presentations Summary Report

Phase Three: Drafting the Lee Highway Plan

The initial concepts and ideas generated during Phase Two (Preliminary Planning and Design) will be further refined in Phase Three to prepare a County plan that reflects the community's input and vision for the Lee Highway corridor. Graphics and text will explain fundamental features of the proposed Plan, including: recommendations for the key planning elements; general building heights, densities, and urban design features for character areas; transportation infrastructure; housing approach; business retention/support; sustainability measures; historic preservation and cultural resource strategies; public facility guidance; and general public space locations. The Contractor will provide a variety of work products as described below.

Task 3.1. Create a Plan document

The plan will be documented in a written report for the use of the public, developers, property owners, County staff, commissions, County Board members, and VDOT to ensure a coordinated effort in managing Lee Highway's ongoing evolution. The report will include an illustrated physical master plan demonstrating the vision for the Lee Highway corridor, to be supported by additional policy recommendations, guidelines and implementation strategies. At a minimum, the plan document will include the following general elements:

- Summary of the Community Outreach Process
- Planning Analysis and Vision, expressed through text, a concept plan, maps, illustrations and other supporting graphics
- Vision Principles, Goals, and Recommendations
- Identification of implementation and phasing strategies (including short-/medium-term or interim actions/strategies)

To support these general elements, the document will:

- 1. Define character areas with descriptions that include general building heights, densities, land uses, and urban design recommendations, including recommendations for variations in building heights within the character areas (e.g., to achieve transitions);
- 2. Identify network-wide recommendations and strategies to achieve the goals for the key planning elements, including but not limited to:
 - a. Transportation improvements, including modified street cross sections, new segments of streets or sidewalks, and bike and transit improvements;
 - b. General locations for public space;
 - c. Guidance for streetscape elements and treatment;
 - d. Ground-floor commercial locations consistent with the *Arlington County Retail Plan* methodology;
 - e. Gateways and focal points;
 - f. Strategies to achieve housing goals; and
 - g. Recommendations for the preservation, enhancement, and celebration of historic resources, cultural resources and art;
- 3. Characterize the impacts and outcomes on the key planning elements, as demonstrated through the land use scenario evaluation, and include recommendations to achieve the outcomes and address the impacts for the preferred land use scenario;
- 4. Include general graphics that demonstrate the vision and recommendations, as well as refined illustrative plans, sketches, 3D massing models and renderings for redevelopment areas, as identified through the process

The Contractor will provide the Staff Team for review a draft report (Draft 1) of the Lee Highway Plan. The County Project Officer will be responsible for compiling all Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft (Draft 2: revision #1) of the Lee Highway Plan, addressing the requested changes.

Task 3.2. Presentations and Continued Civic Engagement

The Contractor will work with the County Staff Team to continue the civic engagement process initiated in earlier phases of this process. The Contractor and the Staff Team will collaborate on future meetings for Phase Three, so that the community continues to be engaged regularly throughout the refinement and completion of the refined draft. While it is expected that many of the engagement mechanisms used earlier in this process may be continued, there will be opportunities to determine whether new methods of outreach and engagement would benefit the process.

3.2.1. Design the Meetings, Format and Schedule

The Contractor will propose and work collaboratively with the County to structure the format, agendas, and scheduling of the meetings. The purpose of the meetings is to gather input on the refined draft report of the Lee Highway Plan. The Contractor will provide a list of the Contractor's team members (by specialty) proposed to attend and participate in the meetings, and should, at a minimum, include a Principal and the Project Manager.

3.2.2 Generate Base Maps and Supporting Materials for Presentations and other Community Meetings

The Contractor will work closely with the Staff Team to obtain the information necessary to generate the base maps and other materials for the presentations and community meetings. All

base maps must be GIS compatible and according to County specifications (including naming of layers, geo-referencing etc.) The materials will likely include elements such as color aerial images at appropriate scales, GIS base data, and communication materials. The Contractor will be responsible for printing materials for the meetings(s) unless otherwise agreed to by the Staff Team.

3.2.3. Facilitate the Presentations and Continued Civic Engagement: The Contractor will attend approximately six meetings with the established stakeholder groups (i.e. Community Forum and Working Group) and/or focus groups to review the refined draft (Draft 2) report of the Lee Highway Plan. The County and the Contractor will determine whether additional meetings are necessary and, when needed, the County will schedule meetings to garner additional input on key topics or topics affecting specific geographic areas. The Contractor will compile the results of the meetings into separate Summary Reports. The Contractor will then update the refined draft (Draft 3: revision # 2) of the Lee Highway Plan, addressing the additional requested changes.

The Contractor will provide the Staff Team for review a draft of the presentations of the Draft Lee Highway Plan for the public meetings no less than 10 work days in advance of the public meetings, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments on the presentation and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft of the presentations of the Draft Lee Highway Plan for the public meetings addressing the requested changes.

Task 3.3. Community Review of the Draft Lee Highway Plan

The County will post the updated refined draft (Draft 3) Lee Highway Plan document on the website for community review. The community will have adequate time to review and submit comments to the Staff Team who will forward the comments to the Contractor. The County Project Officer and the Contractor will determine if the draft Plan would best be reviewed by the community in total or by chapter/section related to a particular topic.

The County Project Officer will be responsible for compiling all Community comments and any additional Staff Team comments and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then update the draft of the Plan that was posted on the website (Draft 4: revision # 3- request to Advertise Draft) addressing the additional requested changes.

<u>Phase Three Meetings:</u> The Contractor will attend the following meetings as specified in the refined project process outline and schedule, described in Task 1.2.1. In addition to the meetings with stakeholders, Working Group, Community Forum, Focus Groups, and the Public, the Contractor will attend Staff Team meetings and Project Management meetings.

- 1. Working Group/ Community Forum/ Focus Group Meetings (approximately 6)
- 2. Additional Project Management Meetings (minimum of 2)
- 3. Staff Team Meetings (minimum of 6)

Phase Three Deliverables:

- 1. Draft Lee Highway Plan a document including refined general graphics and illustrative plans, sketches, 3D massing models and renderings for redevelopment areas
- 2. Refined Drafts of the Lee Highway Plan (three revisions: revision #1 after Staff Team review, revision #2 after meetings with established stakeholder/focus groups, and revision #3 request to Advertise Draft after online Community review)
- 3. Working Group/ Community Forum/ Focus Group Meeting Presentations. One draft and one refined draft.
- 4. Working Group/Community Forum/Focus Group Meeting Summary Reports

Phase Four: Review, Refinement and Presentation of the Lee Highway Plan

Once the revisions to the refined draft of the Lee Highway Plan have been completed, Draft 4 (revision #3 – request to Advertise Draft) will be reviewed through the County's formal public review process, leading up to public hearings by the Planning Commission and County Board.

Task 4.1. Presentations and Final Plan

4.1.1. Design the Meetings, Format and Schedule

The Contractor will propose and work collaboratively with the County to structure the format, agendas, and scheduling of the meetings. The purpose of the meetings is to gather input on the request to Advertise Draft of the Lee Highway Plan. The Contractor will provide a list of the Contractor's team members (by specialty) proposed to attend and participate in the meetings, and should, at a minimum, include a Principal and the Project Manager.

4.1.2 Generate Base Maps and Supporting Materials for Presentations and other Community Meetings

The Contractor will work closely with the Staff Team to obtain the information necessary to generate the base maps and other materials for the presentations and community meetings. All base maps must be GIS compatible and according to County specifications (including naming of layers, geo-referencing etc.) The materials will likely include elements such as color aerial images at appropriate scales, GIS base data, and communication materials. The Contractor will be responsible for printing materials for the meetings(s) unless otherwise agreed to by the Staff Team.

4.1.3. Facilitate the Presentations and Continued Civic Engagement:

The Contractor will present Draft 4 (revision #3– request to Advertise Draft) of the Lee Highway Plan, in person, to the community and at minimum attend three additional public meetings with the County Board, VDOT and/or various County commissions as appropriate.

The Contractor will compile the results of these community, VDOT and County meetings into separate Summary Reports. The County Project Officer will be responsible for compiling all County/community comments and any additional Staff Team comments from the presentations and meetings and submitting a merged set of comments and requested changes to the Contractor. Based on comments received from the County, the Contractor will prepare and submit

a final draft of the Lee Highway Plan (Draft 5: revision #4 – Final Adoption Draft) to the County for final review.

At the County's discretion, the Contractor will attend additional meetings, as necessary, to help present the final draft of the Lee Highway Plan to the Staff Team, the County Board, various County Commissions, and the community as additional services. At the direction of the County Project Officer, the Contractor will then prepare a Final Plan (Draft 6: revision #5 – Final Plan) after County Board adoption to reflect any final revisions and provide the County with all digital files included in the Final Plan. The Contractor must submit the final Plan within 60 days from the County Board adoption, unless otherwise approved by the County Project Officer.

The Contractor will provide the Staff Team for review a draft of the presentation for the public meetings no less than 10 work days in advance of the public meetings, unless otherwise allowed by the County Project Officer. The County Project Officer will be responsible for compiling all Staff Team comments on the presentation and submitting a merged set of comments and requested changes to the Contractor. The Contractor will then provide a refined draft presentation for the public meetings addressing the requested changes.

<u>Phase Four Meetings:</u> The Contractor will attend the following meetings as specified in the refined project process outline and schedule, described in Task 1.2.1. In addition to the meetings with stakeholders, Working Group, Community Forum, Focus Groups, the Public, VDOT and the County, the Contractor will attend Staff Team meetings and Project Management meetings.

- 1. Community Presentation (1)
- 2. V.D.O.T./ Commissions/ County Board Presentations (approximately 3)
- 3. Additional Project Management Meetings (minimum of 1)
- 4. Staff Team Meetings (minimum of 2)

Phase Four Deliverables:

- 1. Community Presentation: One draft and one refined draft
- 2. Community Presentation Summary Report
- 3. VDOT/ Commissions/ County Board Presentations. One draft and one refined draft.
- 4. VDOT/ Commissions/ County Board Presentations Summary Report
- 5. Final Adoption Draft (revision # 4) a document including refined general graphics and illustrative plans, sketches, 3D massing models and renderings for redevelopment areas
- 6. Final Plan (revision #5) a document including refined general graphics and illustrative plans, sketches, 3D massing models and renderings for redevelopment areas

In the event that additional revisions may be required by the Contractor, the pricing shall be as specified in Attachment B – Contractor Pricing.

C. PROJECT DELIVERABLES

The Contractor must define a timeline for delivering the deliverables in the refined process outline and schedule, as described in subsection B and consistent with Task 1.2.1. Each deliverable and any updates to the schedule must be accepted and approved in writing by the County Project Officer. If a deliverable is rejected by the County Project Officer, the Contractor will revise the deliverable in the timeframe reasonably determined by the County Project Officer and resubmit the deliverable for approval, at no additional cost to the County.

The Contractor is also responsible for at least 12 hard copies and digital files of all key deliverables, as listed below, at no additional cost to the County.

Key Deliverables:

- o Phase 1:
 - Existing Conditions Analysis Report
 - Character Areas Report
- o Phase 2:
 - Land Use Scenario Analysis and Key Planning Elements Report
 - Preliminary Concept Plan document
- O Phase 3:
 - Draft Lee Highway Plan document
 - Refined Draft of the Lee Highway Plan (revision #1 after Staff Team review)

As applicable, the Contractor must submit the deliverables (including documents and images/graphics such as photographs, maps, diagrams) in suitable electronic and native file formats (including Word, PDF, Power-point, InDesign, Photoshop, JPEG, Illustrator, GIS, SketchUp and Auto Cad) according to County specifications (including naming of layers, geo-referencing etc.), which require compatibility with Microsoft Office 2016/Office O365, Adobe Creative Suite 2015 and Autodesk 2016. All deliverables must be Windows 7 and 10 compliant, with Windows 10 preferred.

D. COUNTY RESPONSIBILITIES RELATED TO SCOPE OF WORK

In addition to the responsibilities detailed above, County will, when applicable, offer the following support to Contractor in order to facilitate the timely completion of Work under this Agreement:

- The County will provide a Project Officer as a single point of contact.
- County Staff Team from a range of sections within the Department of Community Planning, Housing, and Development (including Comprehensive Planning) and other departments will regularly attend and participate in project meetings as appropriate.
- The County will assist in the implementation of the civic engagement plan and will solicit the attendance of third parties whose participation the County considers important.

- The County will make every effort to ensure the attendance of elected County officials, commission members, and stakeholders as appropriate at key meetings, workshops, and presentations.
- The County will provide for or coordinate the provision of appropriate meeting rooms for all meetings, workshops, presentations, and other activities.
- VDOT Staff will participate as needed and which will be coordinated by the County Project Officer.

E. CONTRACTOR RESPONSIBLITIES

In addition to the responsibilities detailed above, the Contractor will have the following responsibilities.

Communication: The Contractor will ensure that the County Project Officer is copied on all direct communication between the Contractor and Staff Team, including VDOT.

Issue Management: The Contractor will identify, track, prioritize and resolve or mitigate all project-related issues and will document issue management in a template approved by the County Project Officer. Issues will be reviewed by the project team in the regular meetings, which may occur via telephone or web conference calls. The team will determine a course of action and owner for each issue. The issue will be tracked through resolution and closed when complete.

Meetings: All meetings will be scheduled by the Contractor or the County Project Officer, as determined by the County Project Officer, via the County's MS Outlook calendaring system. All meetings must be conducted in-person except, Project Management, Staff Team and a limited number of Working Group meetings, at the County's discretion. All meetings, except Project Management meetings, may be ad hoc or follow a regular schedule as necessary. Project Management meetings, to review project schedule and status, will be held on a day, time, and frequency determined by the County Project Officer. The Contractor will record minutes, unless the County Project Officer determines that meeting summaries are acceptable, of all meetings (including interviews and public meetings) and provide the minutes (or summaries) electronically to the County Project Officer. The Contractor will provide a sufficient number of copies of agendas and handouts for all onsite meetings, unless the County Project Officer agrees otherwise.

Project Control: The Contractor will maintain a detailed project schedule and update it as determined by the County Project Officer as tasks, assignments, and timing change. The schedule will include all Contractor, subcontractor and County personnel with project tasks and must include planned, actual and forecasted schedule by month over the course of the project.

Status Reporting: The Contractor will report on the status of the project in a form approved by the County Project Officer that includes at a minimum tasks completed in the past week(s), tasks worked on during the past week(s), percentages of completion by phase and/or tasks, tasks planned to be worked on during the upcoming week, tasks planned to be started the week after next, open issues/status/recommended actions, change orders, risks/status/recommended actions, a comparison of actual expenditures to planned expenditures and re-forecasting on a County-defined regular interval.

F. PROJECT BUDGET

Arlington County's budget for this planning process is inclusive of Contractor fees for the base Scope of Services (as described in Attachment A – Scope of Work) and other County expenses (i.e. reimbursable expenses and reimbursable travel-related expenses as described in Section VI Contract Terms and Conditions), that may be necessary to complete the intended base scope of work. The County's budget for this planning process does not include Contractor fees and other County expenses for Add-on tasks and other additional services the County may require the Contractor to complete in the future. Add-On tasks and other additional services, reimbursable expenses and reimbursable travel-related expenses are clearly delineated in Attachment B – Contract Pricing. It is uncertain whether additional funding would be allocated in future budget processes for Add-On tasks and other additional services.

G. PRELIMINARY RESOURCES

The following is a preliminary list of resources that will be available to the Contractor for use during the study:

- Lee Highway Study Area Map
- Lee Highway Visioning Study (2016)
- Lee Highway Briefing Book
- Lee Highway Briefing Book Addendum (Pending)
- Existing Conditions Data
 - Recent development data (see Briefing Book)
 - Existing street, bike and sidewalk facilities (sample)
 - Street survey (as available) and/or GIS data
 - Existing tree canopy coverage (see Briefing Book)
 - Existing impervious area (estimated from GIS data)
 - o Parking surveys of special exception projects (to the extent available):
 - Sample Transportation Performance Monitoring Report A
 - Sample Transportation Performance Monitoring Report B
 - Preliminary Economic Analysis of the Lee Highway Corridor
 - Lee Highway Commercial Market Assessment Outline
 - Demographic data (see Briefing Book)
 - Arlington Retail Plan (2016)
- Comprehensive Plan
 - o General Land Use Plan
 - Affordable Housing
 - Affordable Housing Master Plan
 - Existing affordable housing units' analysis (See Briefing Book)
 - Accessory Dwellings
 - Missing Middle resources
 - About Missing Middle
 - Urban Land Washington Institute: Click on: mTAP Team: PRECEDENTS
 - Housing Conservation District Planning Framework and Market-Rate Affordable
 Housing An Approach for Preservation ("MARKs report"):
 - Chesapeake Bay Preservation Plan and Ordinance
 - Community Energy Plan

Historic Preservation

- Historic Preservation Master Plan
- Lee Highway Architectural Survey Area Map
- Draft Multiple Properties Documentation Form African American Historic Resources in Arlington County, Virginia (pending – estimated completion summer 2018)
- Phase 1 of the Historic Resources Inventory (HRI see Briefing Book)
- Architectural survey data of architectural resources within Lee Highway Architectural Survey Area
- National Register Nominations and Preliminary Information Forms (PIF)
 - Maywood
 - Lyon Village
 - Cherrydale
 - Colonial Village
 - Calvert Manor
 - Stratford Jr. High School
 - Glebewood Village
 - Highland Park-Overlee Knolls
 - Old Dominion (PIF)
 - Leeway Overlee
- Local Historic District Designation Reports
 - Stratford Junior High School
 - Calloway Cemetery
 - George Crossman House
 - Eastman-FenwickHouse
 - Cherrydale Volunteer Fire House

Transportation

- Master Transportation Plan
 - Goals and Policies
 - Map
 - Streets Element
 - Pedestrian Element
 - Bicycle Element
 - Transportation Demand and System Management Element
 - Transit Element
 - Parking and Curb Space Management Element
- Transit Development Plan (2016)
- Lee Highway Traffic counts and intersection Level of Service (for 9 major intersections, data for additional intersections may be available upon request)
- Lee Highway List of Planned Bus Stop Improvements
- Lee Highway and Washington Boulevard Bus Stop Consolidation and Accessibility Improvements
- Lee Highway Multimodal Needs Assessment
- VMTP 2025 Needs Assessment
- VTRANS 2040 project recommendations

- VTRANS Corridors of Statewide Significance
- I-66 toll lane analysis indicating potential impacts to Arlington roads including
 Lee Highway, Washington Blvd, and Arlington Blvd
 (October 2, 2015 Technical Memorandum)
- Virginia Department of Transportation (VDOT)
 - VDOT and/or County design standards for streetscape improvements (bio retention, landscaped zones)
 - VDOT policies related to National Highway System status
 - Arlington County National Highway Systems Routes
 - VDOT's Traffic Operations and Safety Analysis Manual
 - VDOT Road Design Manual
 - VDOT Multimodal System Design Guidelines (DRPT Presentation)
 - VDOT Multimodal System Design Guidelines Example (APPENDIX B(2) MULTIMODAL DESIGN STANDARDS FOR MIXED-USE URBAN CENTERS)
 - Virginia Department of Transportation Jurisdiction Report Daily Traffic Volume Estimates (Including Vehicle Classification Estimates) where available
- Visualize 2045: National Capital Region Long Range Transportation Plan
- o Public Facilities
 - Arlington Community Facilities Study Report (2015)
 - Identified Lee Highway public facility needs (pending)
- Public Spaces
 - POPS: Public Spaces Master Plan (current)
 - Urban Forest Master Plan
 - Natural Resources Management Plan
 - Public Art Master Plan (current 2004 plan; pending update)
 - POPS survey North Arlington data
 - POPS: Public Spaces Master Plan (update)
 - Assessment of existing parks and community centers, including size, programs, and amenities (pending update)
 - Assessment of connectivity to existing resources (pending update)
- Stormwater Master Plan
- Water Distribution System Master Plan
- o Sanitary Sewer System Master Plan
- Recycling Program Implementation Plan and Map
- Neighborhood Conservation Plans
 - Lyon Village (1978)
 - Maywood (1965)
 - o Cherrydale (2014)
 - Donaldson Run (2000)
 - Old Dominion (2002)
 - Waverly Hills (2013)
 - Highland Park Overlee Knolls (2006)
 - o Rock Spring (2010)
 - o Leeway (2010)

- o Tara-Leeway Heights (2005)
- Waycroft-Woodlawn (2013)
- o Yorktown (2006)
- Arlington East Falls Church (1986)
- Other Long Range Plans
 - Cherrydale Revitalization Plan (1994)
 - o Columbia Pike Initiative Plan Revitalization Plan Update (2005)
 - o Columbia Pike Neighborhood Plan (2012)
 - o East Falls Church Area Plan (2011)
 - Rosslyn Sector Plan (2015)
- Zoning Ordinance
- Sign Ordinance (see Article 13 of the Zoning Ordinance)
- Arlington County's Green Building Incentive Policy for Site Plans
- Columbia Pike Form Based Codes

ARLINGTON COUNTY AGREEMENT 778-15-4 ATTACHMENT B: CONTRACT PRICING

Project Costs: Below are the Contractor fees and other County expenses (i.e. reimbursable expenses and reimbursable travel-related expenses) for the work to be completed as part of the Base Scope of Services, Add-on tasks and other additional services the County may require the Contractor to complete in the future, by phase. Acceptable reimbursable expenses are printing, mailing and/or reproduction services not already included in the base scope. Acceptable reimbursable travel-related expenses are described in Section VI Contract Terms and Conditions. Additional services are services not included in the base scope that may be requested by the County. These services may include Add-on tasks, additional 3d renderings and visuals, additional document revisions, additional meetings and additional public workshops/meetings/hearings. Add-on tasks and some additional services, as described below, will have a flat fee or unit cost. At the County's discretion, for other additional services, an hourly rate structure may apply. The hourly rate structure for each individual who would be assigned to the project, by name and position/title, are also provided below.

1. Contractor Fee for Base Scope of Services (as described in Attachment A – Scope of Work) and associated County Expenses (i.e. reimbursable expenses and reimbursable travel-related expenses as described in Section VI Contract Terms and Conditions), by phase, Task and sub-task (where identified below). The task and subtask level estimates describe the proportional level of effort anticipated. Unless the Contractor and the County do not mutually agree, those proportions, between tasks and subtasks, may be adjusted to align with project requirements overtime. The following table describes the proposed lump sum fee and its breakdown across phases, tasks and subtasks:

[continued on the next page]

Phase 1			
Task 1.1	Task 1.1 Labor	\$	16,500
Task 1.2	Subtask 1.2.1 Labor	\$	2,700
	Subtask 1.2.2 Labor	\$	8,000
	Subtask 1.2.3 Labor	\$	5,600
	Subtask 1.2.4 Labor	\$	14,100
Task 1.3	Subtask 1.3.1 Labor	\$	31,500
	Subtask 1.3.2.1 Labor	\$	4,600
	Subtask 1.3.2.2Labor	\$	11,000
	Subtask 1.3.2.3 Labor	\$	9,800
	Subtask 1.3.2.4 Labor	\$	65,000
	Subtask 1.3.2.5 Labor		
	Subtask 1.3.2.6 Labor	\$	9,000
		\$	4,600
	Subtask 1.3.2.7 Labor	\$	10,500
	Subtask 1.3.2.8 Labor	\$	2,100
	Subtask 1.3.2.9 Labor	\$	2,100
	Subtask 1.3.3 Labor	\$	14,000
Task 1.4	Task 1.4 Labor	\$	7,000
Task 1.5	Task 1.5 Labor	\$	9,000
Task 1.6	Task 1.6 Labor	\$	26,000
Task 1.7	Task 1.7 Labor	\$	7,000
	Subtotal	\$	260,100
	Expenses - travel related	\$	1,000
	Expenses - non travel related	\$	3,025
	Phase 1 Total	\$	264,125
Phase 2			
Task 2.1	Task 2.1 Labor	\$	38,000
Task 2.2	Subtask 2.2.1 Labor	\$	18,000
1 a 3 k 2.2	Subtask 2.2.2 Labor	\$	15,000
	Subtask 2.2.3 Labor	\$	8,000
	Subtask 2.2.4 Labor	\$	
			94,000
	Subtask 2.2.5 Labor	\$	8,000
	Subtask 2.2.6 Labor	\$	6,700
	Subtask 2.2.7 Labor	\$	2,700
	Subtask 2.2.8 Labor	\$	2,900
Task 2.3	Task 2.3 Labor	\$	29,000
Task 2.4	Task 2.4 Labor	\$	29,000
Task 2.5	Task 2.5 Labor	\$	6,500
Task 2.6	Task 2.6 Labor	\$	3,700
	Subtotal	\$	261,500
	Expenses - travel related	\$	1,000
	Expenses - non travel related	\$	3,025
	Phase 2 Total	\$	265,525
Phase 3			
Task 3.1	Task 3.1 Labor	\$	45,000
Task 3.2	Task 3.2 Labor	\$	
			10,000
Task 3.3	Task 3.3 Labor	\$	6,400
	Subtotal	\$	61,400
	Expenses - non travel related	\$	2,300
	Phase 3 Total	\$	63,700
	T		
Phase 4			
Task 4.1	Task 4.1 Labor	\$	7,300
Task 4.2	Task 4.2 Labor	\$	8,300
	Subtotal	\$	15,600
			1,150
	Expenses - non travel related	\$	1,130
	Expenses - non travel related Phase 4 Total	\$ \$	
			16,750
Total Labo	Phase 4 Total	\$	16,750
Total Labo Total Expe	Phase 4 Total		

- 2. Contractor Fee for Add-on Tasks (as described in Attachment A Scope of Work) and associated County Expenses (i.e. reimbursable expenses and reimbursable travel-related expenses as described in Section VI Contract Terms and Conditions), by phase, Task and sub-task (where identified below):
 - a. Phase 2:
 - Task 2.1. Land Use Scenarios and Land Use Scenario Analysis (Additional land use scenarios and Land Use Scenario analysis for additional areas): \$9,500 per Scenario per area
 - ii. Task 2.2.2. Building Form and Urban Design (Additional 3D modeling):\$2,000 per scenario per area
 - iii. Task 2.2.4. Transportation and Connectivity Analysis (Additional analysis and modeling):\$7,000 per model run
- 3. Unit Costs for Additional Services:
 - a. Staff Team/Stakeholder Interviews/Working Group/Community Forum/Focus Group Meetings: \$1,000 per working Group/Community Forum/Focus Group Meetings; \$500
 Per Staff Team meeting / Stakeholder Interviews.
 - b. Public Workshops/Meetings: \$10,000 per public workshop; \$2000 per public meeting inclusive of expenses.
 - c. Illustrations/Renderings:
 - i. Illustrative Plans \$1500 per plan
 - ii. Illustrative 3D Concept Sketches \$1500 per concept sketch
 - iii. Computer Generated Massing Models \$1500 per model
 - iv. Computer Generated 3D Renderings (aerial, street level, eye level etc.) \$2000 per rendering

[continued on the next page]

4. Hourly Rates for team members to perform additional services:

John Bachmann	\$290
Ryan Bouma	\$180
Alexa Heidrich	\$100
Avinash Srivastava	\$195
Urban analytics support	\$100
Nick Kuhn	\$165
Claire Bedat	\$190
Graphics support	\$100
Mac Nichols	\$195
Economics support	\$100
Mark Edwards	\$185
Cultural Resources support	\$100
Paul Anderson	\$225
Daniel Worke	\$230
Jason Mumford	\$225
Transport Support	\$110
Tom Donaghy	\$260
Dan Slone	\$300
Charlie Denny	\$140

Throughout the project duration, additional tasks may be authorized in writing by the Project Officer up to the amount of contingency funds listed in the project budget. Contractor shall bill the County based on the hourly rates indicated in the table above.