

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

CONTRACT No. 17-166-9

This Agreement is made, on the date of execution by Arlington County, between Construction Consultants, Inc., ("Contractor") an 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" will consist of:

- This Agreement which includes the Scope of Work
- Attachment A- County Non-Disclosure and Data Security Agreement (Contractor)
- Attachment B - County Non-Disclosure and Data Security Agreement (Individual)
- Attachment C- Living Wage
- Attachment D - Federal Transit Administration Clauses (FTA)
- Attachment E- FTA Certification Regarding Lobbying Pursuant to 49 CFR PART 20
- Attachment F- FTA Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Attachment G - Disadvantaged Business Enterprises - Forms and Exhibits
- Attachment H -Price Schedule

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". The primary purpose of the Work is to provide cost estimating

services for the Department of Environmental Services' transportation project under the Capital Improvement Program.

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

The Contract Term shall be Two (2) Base Years with Three (3) One-Year Option (Option Years).

The Period of Performance shall commence upon the Contract award date and Notice to Proceed. The County, at its sole discretion, may exercise an Option Year by written notice to the Contractor within Sixty (60) days of the Base Year Contract expiration date.

5. OPTION TO EXTEND SERVICES

The County may require continued performance of any services beyond the Contract Term with the limits and at the rates specified in the Price Schedule. The County and the Contractor mutually agree this Option Provision may be exercised more than once, but the total extension hereunder shall not exceed Six (6) months.

The Procurement Officer may exercise the Option by written notice to the Contractor within Thirty (30) days of Contract expiration.

6. CONTRACT TYPE

This is a Firm Fixed-Unit Price, Indefinite Quantity, Task Order Contract.

The County will not compensate the Contractor for any services beyond those included in Scope of Work unless those additional services are covered by a fully executed Contract amendment. Additional services will be billed at the rates set forth in the Price Schedule unless otherwise agreed by the parties in writing.

7. CONTRACT ESTIMATED COST

The estimated Contract Amount range shall be between \$750,000.00 to \$1,500,000.00 over the term of the Contract period.

8. CONTRACT PRICE ADJUSTMENTS

The hourly/unit price(s) will remain fixed during the One Year Base Period.

To request an hourly/unit adjustment, the Contractor or the County must submit a written request to the other party not less than Sixty (60) days before the end of the Base Period or any Option Year. Adjustments to the unit price(s) will not exceed the percentage of change in the U.S. Department of

Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI U") for the Base Year period.

Any adjustment to the hourly/unit price(s) that resulting from this provision will become effective on the date the of the Option Year Contract amendment. If the Contractor and the County have not agreed on a requested adjustment Thirty (30) days prior to the commencement of an Option Year, the County may, at its sole discretion, terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

9. PAYMENT

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

10. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in the Scope of Work and pre-approved by the County will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices.

11. 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 pre-approved travel-related expenses, documented with receipts as follows:

Meals: 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 Seventy-Five Percent (75%) of the per diem rate.

Lodging: 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.

Time Limit: 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

12. PAYMENT OF SUB-CONTRACTORS

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 non-payment.

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 One Percent (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 sub-contractor.

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.

13. 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.

14. NON-APPROPRIATION

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

15. 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.

16. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

17. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project or request replacements at any time. 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 sub-contractors' 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 more than Thirty (30) days, the Contractor must provide an interim Project Manager, subject to the County's written approval.

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

18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, genetics, sexual orientation or on any other basis prohibited by state or federal law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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, and will provide at its sole expense, such reasonable accommodations as needed to perform the work here under.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor shall:

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

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

21. TERMINATION

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

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

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

If any court of competent jurisdiction finds a termination for cause by the County to be improper,

then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. - If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within Fifteen (15) days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract.

The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within Thirty (30) days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days'

notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

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

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims, charges, and investigations made by third parties, federal agencies, or Contractor employees for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract to include any violations of federal wage and hour laws and civil rights laws. 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.

23. 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.

24. 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.

25. OWNERSHIP AND RETURN OF RECORDS

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

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

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

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

26. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal

laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PH); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Attachment A) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

- (b) Use of Data. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) Data Protection. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal information Security Risk Assessment provided by an outside firm.

- (d) Security Requirements. The Contractor must maintain the most up-to date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County

Data into hard drives must provide data-at-rest encryption.

The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) Conclusion of Contract. Within Thirty (30) days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer
- (f) Notification of Security Incidents. The Contractor must notify the County Chief Information Officer and County Project Officer within Twenty-Four (24) hours of the discovery of any unintended access or use or disclosure of County information.
- (g) Sub-Contractors. If sub-contractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and sub-contractor. If the sub-contractor will have access to County Information,
- (h) Each sub-contractor must provide to the Contractor a copy of its data security policy and procedures for securing County information and a copy of its disaster recovery plan(s)

27. 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.

28. 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.

29. FORCEMAJEURE

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.

30. 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.

31. 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 parties agree and represent that any staff assigned to work on the Project are an integral part of the Contractor's business and solely the employees of the Contractor. As such, the Contractor must provide all manner of proper wage and benefit administration (including the provision and coordination of FMLA and other leave), supervision, accommodations, and day to day management of such staff.

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. The Contractor shall promptly notify the Project Officer of any and all personnel issues affecting the Work and of any concerns related to County staff. The Contractor shall promptly undertake investigations and remediation of such issues, as applicable.

32. 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.

33. REPORT STANDARDS

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

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least Thirty Percent (30%) re-cycled-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)

34. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least Five (5) years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within Fifteen (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 Thirty (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 a minimum Thirty (30) days' notice and must not dispose of the documents if the County objects.

35. 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.

36. AMENDMENTS

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

37. 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.

38. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises.

In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than Sixty (60) days after the final

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In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than Sixty (60) days after the final payment. The time limit for a final written decision by the County Manager is Thirty (30) days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. 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.

40. ARBITRATION

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

41. NON-EXCLUSIVITY 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.

42. 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.

43. SEVERABILITY

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

44. ATTORNEY'S FEES

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

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract. The following Sections also survive: INDEMNIFICATION, INTELLECTUAL PROPERTY INDEMNIFICATION, RELATION TO COUNTY, OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

46. 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.

47. 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.

48. NOTICES

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

TO THE CONTRACTOR:

Martin O'Connell, Principal
Construction Consultants, Inc.
754 Eldon Street
Suite 304
Herndon, Virginia 20170
Telephone: 703-749-0200

TO THE COUNTY:

Ramon Paez, Transportation Contracts Manager
Department of Environmental Services-Transportation Bureau
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telephone: 703-228-0735

AND

Shirley Diamond, Procurement Officer
Office of the Purchasing Agent
2100 Clarendon Boulevard

Suite 500
Arlington, Virginia 22201
Telephone: 703-228-3424

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. 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.

51. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

This Contract is subject to certain provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1.F, which is attached as Exhibit C. All FTA-mandated terms control in the event of a conflict with any other provisions of this Agreement. The Contractor must not perform any act, fail to perform any act or refuse to comply with any County requests if doing so would cause the County to violate the FTA terms and conditions.

The Contractor must include this clause without modification in each sub-contract that is financed in whole or in part by the FTA.

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. LIVING WAGE

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (Service Contract Wage provisions, herein referred to as "Living Wage" provisions) are applicable to this Contract. Therefore, the Contractor shall comply with Section 4-103 of the Arlington County Purchasing Resolution, pertaining to service contract wages (referred to herein as "Living Wage" provisions), during the performance of this Contract. All employees of the Contractor or any of its sub-contractors working on County-owned or County-occupied property shall be paid an hourly wage no less than the hourly Living Wage rate published on the County's world-wide web site at the time of Contract execution.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

Within Six (6) months of the Contractor's failure to comply with the Living Wage provisions, an aggrieved employee of the Contractor may file a complaint with the County's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid any affected employee a wage rate less than that required under the Living Wage provisions, the Contractor shall be liable to the employee for the amount of unpaid wage, plus interest at the current judgment rate set under Virginia law.

The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the County's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate, in English and Spanish, in a prominent place at its offices and each location where its employees perform services under this Contract (refer to Attachment C);
2. Provide, within Five (5) days of an employee's request, a written statement of then current required wage rate (using the same form provided in item 1) above;
3. Include the provisions of this clause in all subcontracts for work performed under this Contract; and
4. Submit to the Purchasing Agent, within five (5) working days of the end of each quarter, quarterly payroll reports, and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (refer to Attachment C). Include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

d. CONTRACTOR RECORD KEEPING

The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform services under this Contract for a period of Three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the County's Purchasing Agent, or authorized representative, to examine and make copies of such records at reasonable times and without unreasonable interference with the business of the Contractor.

e. VIOLATIONS

Violation of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor from consideration for future awards of County contracts.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the

completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

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

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor

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

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

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

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

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

54. CONTRACTOR PERFORMANCE EVALUATION

Arlington County shall perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. At a minimum, evaluations will be completed at Fifty Percent (50%) completion of the Work and within Sixty (60) days from Final Completion of the project and prior to Final Payment being made to the Contractor.

The evaluations will address the Contractor's work quality, cost controls, schedule and timeliness and subcontractor management. The Project Officer shall be responsible for completing the evaluations and will provide a copy to the Contractor and the County Procurement Officer.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

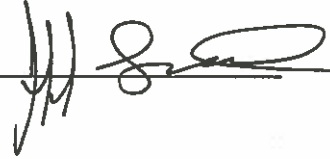



NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE: 9-6-2017

CONTRACTOR

AUTHORIZED
SIGNATURE:



NAME AND
TITLE: Jess Schuetz, Principal

DATE: 8/31/2017

SCOPE OF SERVICES

The following Scope of Work (SOW) sets forth the range of requirements Arlington County anticipates the Contractor will provide over the duration of this Contract as authorized by individual Task Order(s) for individual projects. The successful firm shall carry out the responsibilities delineated in each project's Scope of Work and shall provide such services, on a Not-to-Exceed Task Order(s) amount, as agreed upon per task order. The successful firm may propose to utilize sub-consultants for technical assistance necessary to develop work if needed.

The Contractor shall have experience in a wide range of project types and understanding of regional impacts to pricing. All work shall be performed in accordance with established industry standards and recommended practices, including but not limited to, Project Management Institute (PMI), Association for the Advancement of Costs Engineering International (AACEI) or a similar professional association.

Tasks under this Contract shall, at a minimum, include:

A. Cost Estimating

The Contractor shall:

- Provide independent Probable Construction Cost Estimates at the end of each identified design phase prior to bid: Programming, Schematic Design, Design Development, and Construction Documents.
- Provide independent Probable Construction Cost Estimates in tabular form and organized in County-specified format. Unit costs and quantities shall be identified for each specific item, assembly, or system. The final estimate at each phase shall include overhead, profit, contingencies, general conditions, and similar required or normal expenses associated with a typical project to arrive at a final anticipated cost of construction.
- Apply available industry cost indices including but not limited to, location factors, historical factors, size factors, complexity factors, and escalation factors to reflect current local market conditions.
- Provide different levels of costs estimates and their accuracy ranges throughout project planning, development, and execution. These include but are not limited to, "Order of Magnitude", "Budget", "Definitive", "Schematic", etc. The contractor shall also define an accuracy range (- XX %, + Y %) for every cost estimate provided. The following are examples of acceptable types of estimates and their accuracies as established by the AAACEI:
 - Order of Magnitude (-30%, + 50%),
 - Budget (-15%, + 30%)
 - Definitive (-5%, +15 %)
- Identify major areas of changes that may have affected cost of estimates from one phase to another.
- Analyze bids, assess proposals, participate in negotiations, and support project coordination, pre-construction services and administration.
- Conduct price and/or cost analyses as required.
- Prepare estimates, on an as needed basis, during closeouts.

B. Capital Construction Budgeting Estimates

The Contractor shall prepare and update Independent Cost Estimates for capital construction project budget development and master planning estimates including life cycle costing, operational costs and cash flow projections to ensure projects are accurately budgeted and funded. These estimates will serve as the basis of the capital project budget approvals required by the County's Department of Management and Finance.

C. Probable Cost Review

The Contractor shall evaluate and check the accuracy of all designer prepared construction cost estimates at 30%, 60%, 90% and 100 % design development for correct methodologies, assumptions used and for estimate reasonableness.

D. Change Order Evaluation and Claims Management

The Contractor shall:

- Review contract documents including shop drawings and shop drawing modifications to verify that materials are correctly estimated in change orders and verify that the designer of record has approved them to be in accordance with the specifications.
- Review associated shop drawings that may be affected by change order work for coordination and verify that the A/E has approved any modifications.
- Prepare cost estimates for change orders and support change order negotiations.
- Prepare change order cost analysis including establishing a fair and reasonable cost for authorized changes.
- Bundle all supporting data for the change order file, which includes pertinent contract drawing(s), specifications, shop drawings, site photos, contractor time and material tickets.
- Provide auditing and claims analysis services.

In addition, the Contractor shall:

- Consult, as necessary, with County employees, County contractors such as the designer of record and general contractor, regulatory agencies, and/or representatives of Federal, Regional and State agencies deemed necessary for the work.
- Attend meetings with County employees, County consultants such as the designer of record, general contractor, and/or other professionals employed by Federal, Regional and State agencies as needed and directed to perform the work.
- Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- Provide a professional level of review of all deliverables to ensure quality, technical accuracy, and the coordination of all documents furnished by Contractor. Contractor shall, without additional compensation, correct or revise any errors in its documents and other services.
- As directed by the County, review, evaluate, validate and provide comments and recommendations on cost estimates prepared by other consultants or contractors.

STAFFING REQUIREMENTS

It is anticipated that the County may require support for one (1) full-time Senior Estimator for the Base Year or over the duration of the Contract. In addition, the County may have a need for additional estimators on an as-needed basis. Full-time personnel are required to be located at the Arlington County

Offices located at 2100 Clarendon Blvd., Suite 900, Arlington, Virginia 22201, unless otherwise approved by the Project Officer.

Required personnel shall include, but not limited to the following:

1. Senior Estimator (One)

Senior Estimators shall provide cost estimating services in all phase of design and construction projects. These projects may involve design, new construction or renovation projects, program-wide projects, transit infrastructure projects or civil projects. Estimator may be called upon to provide services that could include, but not be limited to, cost estimating, bid evaluation, special cost reports, capital cost estimating, cost-price analyses, change order evaluation, value engineering, and claims analysis.

Required Qualifications and Skills:

- Possess and demonstrate a minimum Ten (10) years of verifiable experience in providing cost estimating services preferably in a densely populated urban environment similar to Arlington County.
- Bachelor's Degree, Licensed Architect or Engineer in the Commonwealth of Virginia or possess one or more of the following credentials through the Project Management Institute (PMI), Association for the Advancement of Costs Engineering International (AACEI) or a similar professional association:
 - Certified Cost Engineer (CCE),
 - Certified Cost Professional (CCP),
 - Certified Estimating Professional (CEP),
 - Planning and Scheduling Professional (PSP),
 - Project Management Professional (PMP)
- Minimum 5 years' field construction experience
- Experience in the fields of project budget development, cost estimate validation, cost estimating, claims management, and dispute resolution.
- Experience in change order cost analysis including establishing a fair and reasonable cost for authorized changes.
- Experience and knowledge of the Northern Virginia construction market is preferred.

2. Estimator

Estimators shall provide cost estimating services in all phase of design and construction projects. These projects may involve design, new construction or renovation projects, program-wide projects, transit infrastructure projects or civil projects. Estimator may be called upon to provide services that could include, but not be limited to, cost estimating, bid evaluation, special cost reports, cost-price analyses, change order evaluation, value engineering, and claims analysis. Estimator shall report to and support the Senior Estimator.

Required Qualifications and Skills:

- Possess and demonstrate a minimum of five (5) years of verifiable experience in providing cost estimating services preferably in a densely populated urban environment similar to Arlington County.
- Associate's Degree or possess one or more of the following credentials through the Project Management Institute (PMI), Association for the Advancement of Costs Engineering International (AACEI) or a similar professional association:

- Certified Cost Engineer (CCE),
 - Certified Cost Professional (CCP),
 - Certified Estimating Professional (CEP),
 - Planning and Scheduling Professional (PSP),
 - Project Management Professional (PMP)
- Minimum Three (3) years' field construction experience
 - Experience in the fields of cost estimate validation, cost estimating, claims management, and dispute resolution.
 - Experience in change order cost analysis including establishing a fair and reasonable cost for authorized changes.
 - Experience and knowledge of the Northern Virginia construction market is preferred.

GENERAL STAFFING CONDITIONS

Contractor Responsibility/Standard of Conduct

- Contractor personnel are employees of the Contractor and under its administrative control and supervision. Contractor personnel are not employees of the County.
- The Contractor shall select, supervise and exercise control and direction over its employees under this Contract. The County will not exercise any supervision over the Contractor's employee, but may, in coordination with the Transit Provider Coordination Manager, provide sufficient direction to Contractor personnel to ensure that the purpose of the Contract is met and the County's interest are protected.
- The Contractor is accountable to the County for the actions of its personnel. The Contractor's employees, when on-site at the County facilities under this Contract, shall only engage in duties related to its work for the County.
- The Contractor employees assigned this Contract must maintain satisfactory standards of employee competency, conduct, appearance and integrity and the Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. Contractor employees are expected to adhere to standards of conduct that reflect credit on the County.
- The County, shall in its sole discretion, direct the Contractor to remove any Contractor employee from the County facilities for any reason, including security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under this contract.
- The County reserves the right to permanently exclude any individual from performance under this Contract whose performance does not meet the County's standards. Such standards include but are not limited to, nonperformance, falsifying reports or statements, loss, destruction or irresponsible use of County equipment, character/actions incompatible with a professional public interaction or other criteria indicated in this Scope of Services. Permanent removal of personnel does not relieve the Contractor of the responsibility to continue providing the services required under this Contract or create an entitlement to an equitable adjustment.
- The Contractor shall be required to provide an individual designated as a Contract Administrator who shall be responsible for coordinating all personnel matters regarding the contractor's staff, such as personal leave and any performance matters with the County's Project Officer as well as be responsible for the placement of additional personnel as needed by the County. This position will not be housed on-site and services will only be required on an as-needed basis.

- All Contractor personnel assigned to the contract must have all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this RFP at the time it submits a response to the RFP.

Contract Personnel Assignment

- All Contractor personnel assigned to the contract must have all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this RFP at the time it submits a response to the RFP.
- The key personnel identified in the Contractor's proposal are considered to be essential to the work being performed and may not be replaced without County approval. Prior to replacing any of the specified individuals, the Contractor must provide Fifteen (15) consecutive calendar day's advance notice and shall submit written justification in sufficient detail to permit evaluation of the impact on the program and/or support.
- The County reserves the right to assign work to the positions covered by this contract on an as-needed basis. If work for a position is assigned for a portion of a year, the cost will be calculated based on the actual time the service is provided.
- The County throughout the life of the contract has the right to approve and reject staff or sub-Contractors assigned to this Contract. The County reserves the right to require the Contractor to reassign any individual on the Contractor's project team if the County is unsatisfied with that individual's performance or if that individual fails to demonstrate the required qualifications of expertise. The County will participate in the selection process and reserves the right to review and approve replacement team members.
- Should an individual need to be replaced, the Contractor shall provide to the County Project Officer statement(s) of qualifications and resume(s) of proposed replacement(s). If the proposed replacement individual is rejected by the County Project Officer, the Contractor will be given a chance to propose another individual. If the second replacement is also rejected by the Project Officer, the County reserves the right to terminate the assignment to the Contractor and obtain qualified and acceptable replacement from other sources. Permanent replacement shall be complete within Thirty (30) consecutive calendar days.
- If an individual is temporarily unavailable for work due to extended medical leave, jury duty or other reasons, the Contractor shall upon the County's request fill a position with an interim replacement individual immediately upon request from the Project Officer.
- The County will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of Arlington County as a result of being hired by the County after application for a position through the open competitive personnel selection procedures of the County.
- All on-call positions shall be filled within Thirty (30) consecutive calendar days upon request from the Project Officer. It is anticipated that on-call services will be provided from the Contractor's home office(s).

County Responsibility

- The County will provide office space and office equipment needed by Contractor's on-site staff to perform their work under this Contract. All office equipment, including but not limited to computers, telephones, cell phones, and furniture, and shall remain, the property of the County and may only be used for performing County business under this Contract. All equipment and materials shall be returned by Contractor to the County promptly at County's request together

with any copies thereof, and promptly upon expiration or termination of this Contract for any reason.

- The County will provide to the Contractor's employees means of access to the assigned office space as needed for performance of their work. The County also will provide the Contractor's employees with photo ID card, identifying them as contract employees.
- The County will provide to the Contractor's employees instructions and training in County policies and procedures, handling confidential information, speaking on behalf of the County, handling Freedom of Information Act requests, as applicable to their work under this Agreement. The Contractor shall assure that its employees comply with the County policies and procedures and follow the instructions related to their work.

Performance of Contractor Personnel

The County will assess the performance of Contractor personnel on an on-going basis and communicate the results to the Contractor. Performance concerns will not be discussed with the Contractor personnel directly other than with the Contractor's authorized representative. Should a problem arise regarding performance of the overall level of services, the Contractor shall have Twenty-Four (24) business hours in which to correct the problem. The County will perform inspection and acceptance of all deliverables.

Telework & Alternate Work Schedules

The County may approve telework and/or alternative work schedules for the personnel under this Contract on a case-by-case basis if such schedules will not provide a hardship to the County and such schedules are supported by the Contractor for its contractor personnel. Requests for telework and alternate work schedules shall be submitted to the County Project Officer for written approval. Project Officer approved telework and/or alternate work schedule may be revoked by the County at any time.

Work Hours

All Contractor personnel assigned to this Contract will be compensated for actual hours worked up to a maximum of Forty (40) hours per week (Monday through Friday) unless otherwise approved by the County Project Officer. Some positions may require occasional night and weekend hours. When night or weekend hours are required, the Forty (40) hours per week will be adjusted as soon as practicable. The adjusted schedule is subject to approval by the County Project Officer.

Additional Hours

Occasionally, Contractor personnel assigned under this Contract may be required to work additional hours beyond the Forty (40) hours per week per position. All Contractor personnel must obtain pre-approval from the County Project Officer, in writing, prior to working any additional hours. All additional hours will be paid at the hourly rate(s) as described in the Price Schedule.

County Holidays/County Non-Work Days

Contract personnel shall not be compensated for personal, sick, vacation, County holidays or inclement weather days without prior written approval of the County Project Officer.

The following is a list of County holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Washington's Birthday (also known as President's Day)
- Memorial Day

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

Holiday and other non-work days are not billable unless work is requested by the County and performed on these days.

Personal/Vacation/Sick and other Leave

Contractor will not be paid for Contractor personnel time off for sick leave, non-County Contractor holidays, personal leave, and vacations. All leave by Contractor personnel requires approval by the County Project Officer one (1) week in advance.

Training

Contractor personnel are expected to be fully trained for their respective position at the time they are assigned to the County under this Contract. The County occasionally offers training to its employees that may be attended by the Contractor personnel as appropriate and if approved by the County Project Officer. Specific training courses, relating to specific job duties being performed by the Contractor personnel, may be attended only if approved by the County Project Officer.

Compensation

The Contractor's compensation for services shall be in accordance with the terms and conditions of the contract and shall be based on:

- Hourly Rates negotiated for each position
 - a. For individuals assigned to the Contract by the prime Contractor an amount computed by multiplying the number of hours worked to perform the work times the individual's hourly compensation rate.
 - b. For sub-Contractors retained by the prime Contractor and performing services related to the contract, an amount computed by multiplying the number of hours required to perform the work times the individual's hourly compensation rate will be allowed.
 - c. For individuals assigned to work at the County offices overhead rates will not be applied.
 - d. For on-call individuals Contractor may charge approved home office overhead rate.
 - e. Hourly rates shall remain fixed during the base period. Hourly rates may be adjusted at the end of the base period and prior to the exercising of an Option Year.
- Personnel hours billed, for individuals located in County offices, will be only for the actual hours worked, up to a maximum of forty (40) hours per week, unless otherwise approved by the County based on normal working conditions. Compensation will not be paid for personal, sick, or vacation leave.

Reimbursable Expenses

The County will compensate the Contractor for Reimbursable Expenses only if they are pre-approved by the County and in accordance with the Contract. When authorized, expenses may include:

a. Travel Expenses

- | | | |
|------|--------------------|---|
| i. | Automobile | Current IRS mileage rate |
| ii. | Air Travel* | Actual coach class fare |
| iii. | Rental Automobile* | Actual costs for midsize car or smaller |
| iv. | Taxis, ferries* | Actual costs |
| v. | Public Transit* | Actual costs |

b. Per diem Expenses

- | | | |
|------|--|---|
| i. | Lodging* | Current federal per diem rates, as published by GSA, including state and local taxes. GSA per diem rates can be found at www.gsa.gov . |
| ii. | Meals* | |
| iii. | Current federal per diem rates, as published by GSA, including state and local taxes | GSA per diem rates can be found at www.gsa.gov . |

c. Training Expenses* Actual costs if approved by the County

d. Printing

- | | | |
|----|---------------------------------------|--------------|
| i. | Bid sets, reports,
final products* | Actual Costs |
|----|---------------------------------------|--------------|

*Reimbursable expenses must be included on each monthly invoice and require receipts and other documentation.

Exclusions:

The County will not reimburse or pay for expenses that are personal in nature. The following are some examples of expenses excluded from reimbursement:

- Normal commuting costs.
- Fines for parking or traffic violations.

Status Reports

The Contractor shall provide status reports to the County on a monthly basis. The status reports shall include hours worked by the Contractor's staff, tasks completed during that time period by the project team, tasks delayed, reasons for delay, tasks in-progress and monthly look ahead for each staff member. In addition, the status report shall include any issues that arose during the reporting period and the steps taken to resolve those issues. The report shall be delivered to the County Project Officer within five (5) business days after the end of each month.

Task Order Assignments and Procedures

A separate Statement of Work (SOW), schedule, Price Schedule and Notice to Proceed (NTP) will be issued with each Task Order. The Contractor shall not commence any work until the Contractor is in receipt of a fully executed Task Order and Notice to Proceed.

For each task, the Contractor shall receive from the Project Officer a Scope of Work, specifications/requirements (if applicable), proposed schedule and deliverables for each Task Order to be issued. The Contractor, in response to the above information from the Project Officer, shall submit the following:

1. **Cost Proposal** – that shall include assigned personnel, quantity (hours) for each assigned personnel, hourly rates in accordance with Contract approved Price Schedule, and schedule that includes commencement/completion of the Task Order and deliverables.

Contract Type

The County contemplates award of a Firm Fixed-Unit Price, Indefinite Quantity Task Order Contract.

Estimated Cost

The estimated cost for services described in the Scope of Work will range between \$400,000.00 to \$800,000.00 per year.

Contract Term

The term shall be Two (2) Base Years, with Three (3) One-Year Option Periods.

ATTACHMENT A - NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of First Transit, Inc., ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 16-204-E (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.


Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: 
Printed Name and Title: Jeff Schuette, Principal
Date: 3/23/2017

ATTACHMENT B

NONDISCLOSURE AND DATA SECURITY AGREEMENT

(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 16-204-E (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: Martin O'Connell

Printed Name: Martin O'Connell

Date: 3-23-17

Witnessed:

Contractor's Project Manager: 

Printed Name: Jess Schuetz

Date: 3/23/2017

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

ATTACHMENT – C LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY-OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

\$14.50 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO MINIMO

EL SALARIO MINIMO POR HORA PARA LOS EMPLEADOS DE ALGUNOS CONTRATISTAS QUE TRABAJAN EN UNA PROPIEDAD O BIEN INMUEBLE del GOBIERNO DEL CONDADO de ARLINGTON O CUALQUIER OTRA PROPIEDAD QUE SEA HABITADA/OCUPADA POR OFICINAS DEL GOBIERNO DEL CONDADO DE ARLINGTON SE HA ESTABLECIDO QUE EL SALARIO MINIMO SERÁ DE:

\$14.50 POR HORA

REFERENCIA: SECCION 4-103, DE LA RESOLUCION DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON. (ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA MAS INFORMACIÓN SIRVASE LLAMAR A:

LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:

2100 CLARENDON BOULEVARD, OFFICINA No 500
ARLINGTON, VA 22201

ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: _____ to _____

Contract Number: _____ Date: _____

Company Name and Address: _____

Authorized Signature: _____ Printed Name: _____

In order to audit your firm's compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE	GROSS EARNINGS ON THIS CONTRACT

By signing this form, the above-listed company certifies that the information provided is accurate and complete.

ATTACHMENT D

Federal Transit Administration Clauses Solicitation Provisions/Required Contract Clauses

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

This project is funded in whole or in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between Arlington County (hereinafter referred to as "The County") and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including 49 CFR Part 18, and Federal Transit Administration (FTA) Circular 4220.1F. The Contractor/Proposer is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

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

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

The following solicitation provisions and required contract clauses will be incorporated by reference in any contract resulting from this Solicitation issued by the County. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid/proposal or contract, which are included herein. Failure to execute and submit required certifications with the bid/proposal or contract documents may render a bid/proposal non-responsive or a contract null and void.

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

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

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

Flow Down Requirements

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

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

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

Applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

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

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

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

Flow Down

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

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

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

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

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

Mandatory Clause/Language

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

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

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

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

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

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

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Applicable to all contracts as listed below.

Flow Down

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

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

1. Where the County is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the County which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the County, the Secretary of the US Department of Transportation and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the FTA Administrator, the US Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
5. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

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

14. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

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

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

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

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

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

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

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

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

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

21. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts exceeding \$10,000.

Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

Termination for the Convenience of the County

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Applicability to Contracts

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

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

23. PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

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

Applicability to Contracts

Applicable to all contracts.

Flow Down

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

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal

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

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

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

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

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts exceeding \$100,000.

Flow Down

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

Dispute Resolution

The Contract is governed in part by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. Pending final determination of any dispute or claim hereunder, the Contractor shall proceed diligently with the performance of the Work under the Contract.

Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Applicability to Contracts

Applicable to all DOT-assisted contracting activities.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The County's overall goal for DBE participation is 9%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as The County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than seven (7) days after the contractor's receipt of payment for that work from the County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts

Applicable to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

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

33. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Applicability to Contracts

Applicable to all contracts.

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

FTA CLAUSE CERTIFICATION- ATTACHMENT E

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

The Contractor, Construction Consultants, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 13801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Jeff Schuette Printed Name of Contractor's Authorized Official

Principal Title of Contractor's Authorized Official

3/23/2015 Date

FTA CERTIFICATION CLAUSE - ATTACHMENT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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


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

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

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

Construction Consultants, Inc.
Company Name

Jeff Schuette, Principal
Printed Name & Title of Authorized Representative

 2/23/2015
Signature of Authorized Representative

3/23/2017

Date

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

Arlington County Government
ATTACHMENT - H Price Schedule

NAME OF OFFEROR OR CONTRACTOR Construction Consultants, Inc.		SOLICITATION OR CONTRACT NUMBER 17-166-9		PAGE Section III	
SCOPE OF WORK The Contractor shall provide qualified staff to perform professional cost estimating services as described in the SOW.					
ITEM NO.	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
BASE YEAR					
	Labor Rates (Government Site Rate)				
1.0	Senior Estimator	2,080	HR	\$140.52	\$292,281.60
2.0	Estimator	1,040	HR	\$140.52	\$146,140.80
	Labor Rates (Home Office Overhead Rate)				
3.0	Senior Estimator	200	HR	\$144.55	\$28,910.00
4.0	Estimator	200	HR	\$144.55	\$28,910.00
5.0	Contract Administrator	40	HR	\$144.55	\$5,782.00
	GRAND TOTAL - BASE YEAR (Items 1.0 through 5.0)				\$502,024.40
NOTES:					
<p>BASIS OF EVALUATION AND AWARD: Price is only one of several criteria upon which proposals will be evaluated. See Section V, Evaluation Criteria and Points for documentation and information required by, or in support of evaluation criteria. Price evaluation will be based on the total price of the base year.</p> <p>THE UNIT QUANTITIES ABOVE ARE ESTIMATED VALUES: This is a Fixed Unit-Price, Indefinite Quantity contract and the quantities above are estimates only. The quantities may exceed or be less than the estimated amounts.</p> <p>NOTE: Hourly unit rate(s) for individuals assigned to work at the County offices shall be fully loaded fixed hourly rates to include all labor, markup, benefits, and profit. Overhead rates will not be applied.</p> <p>NOTE: Hourly unit rate(s) for individuals not assigned to work at the County offices shall be fully loaded fixed hourly rates to include all labor, markup, benefits, overhead and profit.</p> <p>NOTE: Project personnel must be qualified in the labor categories proposed.</p>					

Arlington County Government
ATTACHMENT - H Price Schedule

NAME OF OFFEROR OR CONTRACTOR		SOLICITATION OR CONTRACT NUMBER		PAGE	
Construction Consultants, Inc.		17-166-9		Section III	
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5.0	Contract Administrator	40	HR	\$144.55	\$5,782.00
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	(Items 1.0 through 5.0)				

NOTES:

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