

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

AGREEMENT NO. 16-072-SS

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Bjarke Ingels Group NYC LLC ("Contractor"), a New York Corporation design firm authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Pricing Schedule), collectively referred to as Contract Documents.

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 shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall 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 of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide consulting and design services in support of the Western Rosslyn Area Planning Study (WRAPS) and develop a Conceptual Master Plan for WRAPS, as set forth in more detail in Exhibit A. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**3. CONTRACT TERM**

The Work shall commence on upon the execution of the Agreement by the County, and shall be completed no later than 180 days following the date of the County's execution of the Agreement ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

**4. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

#### **5. PRICE ADJUSTMENTS – INTENTIONALLY OMITTED**

#### **6. PAYMENT**

At the completion of each Phase or sub-milestone outlined in Exhibit A, Contractor shall submit an invoice for the fixed amount related to that Phase or sub-milestone as listed on Exhibit B for work done which is allocable to that Phase or sub-milestone, including any applicable subcontractor payment and reimbursable expenses. The County will pay Contractor within thirty (30) days after receipt by the County Project Officer of a correct invoice. Amounts on invoices shall not include amounts allocated to tasks (as shown in Exhibit A) on which no work has been done. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **7. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

#### **8. ADJUSTMENTS FOR CHANGE IN SCOPE**

The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

#### **9. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

#### **10. REIMBURSABLE EXPENSES**

No expenses except those identified in this Contract as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a County purchase order

detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor's cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount.

The total amount paid for project related expenses shall not exceed the amount shown in Exhibit B.

**11. REIMBURSABLE TRAVEL-RELATED EXPENSES**

No reimbursable travel-related expenses shall be allowed under this Contract.

**12. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) 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 shall accrue at the rate of one percent (1%) per month.

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**13. NON-APPROPRIATION**

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but

failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**15. COUNTY PURCHASE ORDER REQUIREMENT**

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

**16. PROJECT STAFF**

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**18. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

**19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**21. TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**22. SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

**23. WARRANTY**The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the degree of skill and competence standard to the profession.

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of the Work.

The County's review, approval, or acceptance, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action

arising out of the Contract. The Contractor shall be and remains liable to the County for accuracy and competency of plans, specifications, other documents, within the customary standard of care.

**24. UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

**25. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following 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) within 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 may be 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, allocable to the Contract and accepted by the County prior to such termination. In order to be considered, such request, 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 payment and notify the Contractor of same within a reasonable time thereafter. Contractor may not seek termination costs if the Contract is terminated under this section.

If the County breaches this contract by failing to pay Contractor for undisputed amounts within the timeframe prescribed by this Contract, the Contractor may terminate this Contract by giving the County written notice of its failure to pay and giving the County at least fifteen (15) days to make payment ("County's Cure Period"). If the County fails to pay within the County's Cure Period, the Contractor may terminate the Contract. Upon termination of the Contract due to County's breach, the County shall pay Contractor for all services accepted by the County prior to termination.

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 Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted 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 reasonable attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, 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. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

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.

#### **26. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County's 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 reasonable 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 designated 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. Contractor may invoice the County for payment of work satisfactorily completed and accepted upon delivery of said work to the County.

County shall not further develop BIG's work product with another vendor if this Contract is terminated for convenience. If County terminates this Contract for convenience and subsequently alters or develops BIG's work product with another vendor, BIG shall be entitled to a termination fee that is 15%

of the total contract amount, provided that the termination fee and the amounts already paid by the County to BIG together shall not exceed the total contract amount.

**27. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including reasonable court costs and attorney's fees), charges, liability, demands or exposure, however caused, solely to the extent caused by... the Contractor's negligent or intentional acts or omissions, including the negligent or intentional acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to , reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**28. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

However, BIG makes no warrants or guarantees as to the intellectual property rights of documents provided to BIG by the County, and BIG's obligations under this paragraph shall not apply to claims arising out of the intellectual property rights of documents provided to BIG by the County.

**29. COPYRIGHT** Under this Agreement, all copyrights, design rights, brands, trademarks, domains and other intellectual property rights, registered or unregistered that are used by or



developed by BIG prior to this Agreement and during the Agreement remains the sole property of BIG. In exchange for full payment of all sums due pursuant to this Agreement, BIG gives the Client a license (a) to use, construct, alter, modify, or otherwise further develop the design concept for the Project on the abovementioned location according to the specific concept proposals developed by BIG for the Project, and (b) to market, promote and otherwise publicize the Project, including publication of the plans on the County's website or distribution of the plans to the general public.

The names "BIG," "Bjarke Ingels Group," and/or "Bjarke Ingels" and the likeness of Bjarke Ingels may not be used by the Client in any promotional, press for marketing materials for this project without the express written authorization and prior approval of the materials by BIG. Any such Agreement to use the brand name shall terminate should the Client fail to settle in full all due payments to BIG of the present agreement.

It is expressly agreed that the Client is not entitled to use any of BIG's IP rights, including the concept proposal, anywhere other than at the aforementioned site, for the purposes specified above.

If this Contract is terminated and the County continues to use, alter, modify or otherwise develop BIG's work product for the Project, BIG shall have the right to withdraw its name from the Project and shall not be held responsible for changes to its work product by the County or any third party.

### **30. OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

**31. CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

**32. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, 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 offer was made without collusion or fraud and 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.

**33. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

**34. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**35. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s)

of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

### **36. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

### **37. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

### **38. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

### **39. AUDIT**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final

payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

**40. ASSIGNMENT**

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

**41. AMENDMENTS**

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

**42. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**43. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. 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 Arlington County Purchasing Resolution, is fifteen (15) 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

Contractor may, upon exhausting the administrative remedies outlined in this Section, pursue any legal remedies available to it under applicable law.

**44. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**45. 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.

**46. NONEXCLUSIVITY OF REMEDIES**

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

**47. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**48. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**49. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**50. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

**51. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes

**52. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**53. NOTICES**

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

**TO THE CONTRACTOR:**

Sean Franklin

Biarke Ingels Group NYC LLC

61 Broadway, Suite 3300

New York, NY 10006

USA

TO THE COUNTY:

Meliha Aljabar, Project Officer

Arlington County, Virginia

2100 Clarendon Boulevard, Suite 414

Arlington, Virginia 22201

AND

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

**54. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**55. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers 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, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.

- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be 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 directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

BJARKE INGELS GROUP NYC LLC

AUTHORIZED  
SIGNATURE:



NAME AND TITLE: MICHAEL E. BEVIS  
PURCHASING AGENT

DATE: 10/12/15

AUTHORIZED  
SIGNATURE:



NAME AND TITLE: Sheela Naini Sogaru  
CEO

DATE: 10/12/2015



## EXHIBIT A

### WRAPS PUBLIC SPACES PLAN MASTER PLAN AND CONCEPTUAL DESIGN

#### SCOPE OF WORK

#### PROJECT LOCATION

The WRAPS (Western Rosslyn Area Planning Study) Public Spaces Plan will address the public parks and open spaces that are proposed within the Western Rosslyn Area Plan. The Western Rosslyn Area is located in the greater Rosslyn Metro Station Area, a densely urban Arlington community positioned directly across the river from Georgetown and Washington, D.C.

#### BACKGROUND AND PROJECT HIGHLIGHTS

The WRAPS Public Spaces Plan (WPSP), is intended to create a cohesive park and public spaces master plan that integrates all the public spaces associated with the various components of the study area. These components include properties owned by Arlington County, Arlington Public Schools (APS), Arlington Partnership for Affordable Housing (APAH), and Penzance properties.

Upon redevelopment and reconstruction of the study area, there will be three significant new or improved public open spaces, including 1) Rosslyn Highlands Park (Arlington County), 2) Wilson School Grounds and Facilities (Arlington Public Schools), and 3) Public Open Space at 18<sup>th</sup> Street N. and N. Quinn Street (APAH).

Consistent with the Western Rosslyn Area Planning Study (WRAPS), other key components of the study area will constitute a mixed use urban block, containing office, residential, educational and fire/emergency services buildings. The approximate total acreage of exterior public open space will be 68,700 SF or 1.58 acres.

An integrated approach to the public spaces will create continuity and relationships between the available land area dedicated to parks and public space. The WPSP will engage directly and broadly with neighbors, stakeholders, and other interested parties.

The future of Rosslyn Highlands Park and the Western Rosslyn Area open spaces is highly valued by the community. Residents of the immediate vicinity and the Rosslyn area have generally limited access to

high quality parks and open spaces, yet a growing residential and worker population continues to increase demand for such amenities. The Western Rosslyn Area open spaces will be expected to help meet the growing demand for high quality, public spaces for active and passive recreation, and connection to nature.

Full build out of the open spaces will occur in phases by non-County actors and is dependent on financing schedules and market conditions.

Planning and design of the Wilson School Grounds is currently in progress. It is important that the WRAPS Public Spaces Planning Process be coordinated with this effort through the APS Building Level Planning Committee (BLPC) and Public Facility Review Committee (PFRC). The adopted WRAPS Public Spaces Plan will inform and guide future development of the study area, including APS’s design and use permit process for the new school (expected to take place in early 2016), APAH’s future development, and the future Penzance site plan.

Though the exact program of the open spaces will be determined in the community planning processes, conceptual design development should consider the existing amenities on-site, including a playground, a basketball court, passive green space and pedestrian circulation that currently contributes to the surrounding North Rosslyn pedestrian network. Prior policy documents identify this site and adjacent parcels for expanded and enhanced recreation and open space, and generally encourage optimizing creative use of limited spaces, enhancing tree canopies and natural buffers, and maximizing partnerships with Arlington Public Schools.

Though the public spaces planning area includes property that is owned and managed by parties other than the County, Arlington County will be the sole client for the planning and conceptual design of the open spaces.

**CONTRACT TIMELINE**

Work under this Contract may be completed in phases. The following timeline outlines the schedule for completing each project phase. The schedule may be modified, with the written approval of the Project Officer.

**Project Timeline:**

	Project Stage	Deliverable	Date of Acceptance	Percent Invoiced of Phase
I	Data Collection & Assessment	Community Mtg. #1	Early-October 2015	50%
		Existing Conditions Report	Early-October 2015	50%

II	Community Visioning & Concept Development	Community Mtg. 2	Mid-October	25%
		Community Mtg. 3	Early-November	25%
		Draft Design Report	Mid-November	50%
III	Commission Review & Concept Refinement	Commission Review Mtg.	Mid-Late November	25%
		Final Design Report	Early December 2015	75%
IV	Plan Adoption	Presentation to County Board	January-February 2016	75%
		Final Design Report, including Revisions per County Board Motion (if applicable)	February-March 2016	25%

**WORK UNDER THIS PROJECT**

The Work under this Contract consist of the services described below and include typical planning, landscape architectural, civil and structural services. The Contractor is a design firm and shall provide a design team that includes a landscape architect and/or other design member with experience in designing urban parks (including recreation and playground facilities and green civic space) and a member with specialized experience in designing landscapes with challenging topography.

The Contractor shall work with County staff and the general public to develop the WRAPS Public Spaces Plan according to the four project phases below. This includes three to five public meetings/workshops, online outreach and presentations to Advisory Commissions and the County Board.

The Contractor shall provide project documents to the County using AutoCAD Release 14, Adobe InDesign CC, Adobe Illustrator CC, Microsoft Office 2013 and Microsoft Project 2013, as applicable.

**I. Data Collection & Assessment**

- a. The Contractor shall conduct a site conditions assessment and analysis, including the following elements, at minimum:
  - i. Photographic survey of existing conditions and adjacent context;
  - ii. Sun and shadow studies of the existing site area and future conditions;
  - iii. Topographic survey of the existing site area and future conditions;

- iv. Locations of existing and future utilities;
  - v. Physical elements and facilities inventory of the site area and the vicinity;
  - vi. Circulation of the existing site area and future conditions;
  - vii. Canopy assessment and tree inventory;
  - viii. Site usage patterns and user groups; and
  - ix. Basic demographic analysis of existing and future site area conditions.
- b. Findings of the Data Collection and Assessment project phase shall be synthesized and exhibited in an Existing Conditions Report, to be delivered to the Project Officer by early October.
- c. The County will provide pertinent background information and applicable policy and plan documents, including elements of the Comprehensive Plan, Western Rosslyn Area Planning Study, Rosslyn Sector Plan, and most current planning and design progress for APS' Wilson School.
- d. The Contractor shall review any available feasibility studies, surveys, and existing conditions data to verify characteristics of the site.

## II. Community Visioning & Concept Development

- a. In developing the concept, the Contractor shall identify constraints, opportunities and best practices in achieving the following goals, considering the future conditions of the site area and adjacent context:
- i. Balance community needs in school and County facilities;
  - ii. Maximize tree canopy; and
  - iii. Plan for interim or phased open space development as site area and adjacent context redevelop.
- b. The Contractor shall, in coordination with the County, host a series of 3 to 4 community meetings for the public to establish objectives of the site, consider concept alternatives, and provide input for a refined single open spaces concept. Materials for each of the community meetings shall be delivered to the Project Officer a minimum of 3 business days prior to the scheduled meeting. The community meetings should be conducted as listed below. This structure may be modified, with approval of the Project Officer.
- i. Community Meeting #1: The Contractor shall design and conduct a preliminary open space visioning exercise with the community/general public to identify key

features and characteristics desired of the open spaces. The Contractor shall present findings of the site conditions assessment at this phase.

- ii. Community Meeting #2: The Contractor shall develop, at a minimum, three preliminary program and concept alternatives. The Contractor will prepare an illustrated site plan for each of the alternatives and present them to the public at a public meeting to solicit input. The Contractor, at the County's request, will develop a survey or other tool to further solicit input. The County will distribute the survey or other tool. The Contractor shall produce and provide materials for facilitating feedback, including boards and models, as needed.
  - iii. Community Meeting #3: Based on community feedback and in coordination with the Project Officer, the Contractor shall develop a single concept plan and design for the entirety of the open spaces within the Western Rosslyn Area. The concept plan will include, as a minimum, an illustrated and annotated concept plan, an estimate of probable cost, a basic understanding of probable phasing, and design guidelines. The Contractor will share this concept plan at the 3<sup>rd</sup> community meeting to solicit feedback, and, at the County's request, develop a survey to further solicit input. The County will distribute the survey.
- c. The Contractor shall make any necessary revisions to the single concept based on public and County staff input.
  - d. The Contractor shall present at up to 2 additional public meetings upon request by the Project Officer.
  - e. The Contractor shall develop a preliminary cost estimate for each of the open spaces based on the preferred concept plan.
  - f. The Contractor shall develop an initial strategy to bring the overall project scope in line with the budget and implementation phasing of the various components in the study area.
  - g. By mid-November, the Contractor shall deliver a draft design report to the Project Officer. This draft design report should contain, at a minimum, the following elements:
    - i. Existing conditions assessment;
    - ii. Illustrated concept plan, indicating public space amenities, circulation and landscaping;
    - iii. Interim public spaces and phasing plan; and
    - iv. Design guidelines for ultimate design and build-out of public spaces and adjacent properties.

### III. Commission Review & Concept Refinement

- a. The Contractor shall present the preferred Master Plan at up to 2 County Commissions meetings. Based on input, the Contractor shall make revisions to the plan as needed and develop a final Master Plan.

#### IV. Plan Adoption

- a. The Contractor shall present the final Master Plan for approval at one County Board meeting. Based on decision and motions made by the Board, the Contractor shall make revisions to the plan.

### ACCEPTANCE PROCESS

Payment for work under this Contract is contingent upon acceptance of the work by the Project Officer. Contractor shall submit deliverables to the Project Officer for review. The Project Officer shall review and either accept or reject the deliverable within ten (10) business days of receipt of the deliverable. If the Project Officer rejects the deliverable, the Project Officer will provide Contractor with a written statement outlining the reason(s) for rejection, and the corrective actions that must be taken. The Contractor shall correct and resubmit the deliverable to the Project Officer for review within ten (10) business days. Within five (5) business days of resubmission, the Project Officer will either accept the deliverable or may reject the deliverable and terminate the Contract under the Termination for Default provision. The schedule outlined in this acceptance process may be altered by agreement of the Parties in writing.

### PROJECT CONFERENCES

1. Throughout all phases of the Project, the Contractor and its consultants shall meet periodically with the Project Officer when reasonably requested. Attendees shall be as determined by the County's Project Officer. Meetings may be combined to expedite transfer of information. At a minimum, meetings which the Contractor must attend include:
  - a. Contractor Orientation Meeting to meet with the Project Officer and other County staff;
  - b. Meeting with County departments to review associated work and technical standards;
  - c. Meeting with study area property owners; and
  - d. Design conferences and project status reviews, including work sessions as required. All work sessions and design conferences shall be held at the County offices unless otherwise agreed.
2. Any meetings necessary to properly coordinate the planning and design effort including, without limitation, meetings with governing agencies and code officials to be scheduled by the Contractor and County's Project Officer.
3. Bi-weekly conference calls
4. The Contractor shall take meeting minutes during all project meetings and submit those documents electronically to the County's Project Officer no later than five (5) business days after the date of meetings. The County Project Officer will review, revise and edit all meeting minutes and distribute them to all parties.

### COUNTY'S RESPONSIBILITIES

1. The County will review and approve or disapprove documents submitted by the Contractor as outlined in the Acceptance Process below.
2. The County will, with reasonable promptness, furnish information requested by the Contractor.

### ADDITIONAL SERVICES

The County may request the Contractor to provide additional services not currently included in the Scope of Services. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties. Additional Services that the County may choose to request from the Contractor may include, but are not limited to:

- Certified survey of APAH parcel
- Certified survey of County parcels
- Inclusion of 7-11 parcel into Master Plan
- Assistance during site plan and design review of private development on the Penzance, APAH and APS properties.
- Change in overall concept design, after written approval of any stage of the design.

Additional services agreed upon by the parties will be billed at the hourly rates set forth in Exhibit B.

Reimbursable expenses shall include printing, reproduction, supplies, mailing, shipping, courier services, communication expenses and photographic expenses. These items are to be billed to the County at their actual cost. Large volume printing associated with bidding and construction are not part of this contract and shall be handled by the County or reimbursed to the Contractor.

**Exhibit B: Pricing Schedule**

**Bjarke Ingels Group (BIG) Fees:**

	<b>Project Stage</b>	<b>Fees</b>	<b>Reimbursable Expenses</b>
I	Data Collection & Assessment	\$36,820	\$900
II	Community Visioning & Concept Development	\$89,930	\$2,100
III	Commission Review & Concept Refinement	\$42,740	\$800
IV	Plan Adoption	\$18,370	\$1,200
<b>BIG Total:</b>		<b>\$184,860</b>	<b>\$5,000</b>

**Sub-Consultants' Fees:**

<b>Service</b>	<b>Firm</b>	<b>Not-to-Exceed Fee</b>
Landscape Peer Review & Consultation	Lee & Associates	\$16,000
Structural Consultation	Silman	\$4,000
Civil Engineering Consultation	Gordon	\$10,000
Cost Estimation	CCorp	\$20,000
<b>Sub-Consultant Total:</b>		<b>\$50,000</b>

**Bjarke Ingels Group (BIG) Hourly Rates:**

<b>Staff Person</b>	<b>Hourly Rate</b>
Founding Partner	\$1,000
Senior Partner/Partner	\$500
Director	\$300
Senior Project Manager/Project Designer	\$280
Project Manager/Project Designer	\$220
Senior Architect/Designer	\$185
Architect/Designer	\$150
Junior Architect/Designer	\$120
Design Assistant/Technical Assistant	\$100
Administration	\$110

<b>Additional Service</b>	<b>Estimated Fee</b>
Certified survey of APAH site	\$18,905
Certified survey of County parcels	\$17,491
Inclusion of 7-11 parcel in Master Plan	\$20,000