

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

CONTRACT AWARD COVERPAGE

TO: MCKISSACK & MCKISSACK OF WASHINGTON, INC. 901 K STREET, NW, 6 TH FLOOR WASHINGTON, DC 20001	DATE ISSUED: OCTOBER 1, 2021
	CONTRACT NO: 21-DES-RFP-191c
	CONTRACT TITLE: CONSTRUCTION/PROJECT MANAGEMENT SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-RFP-191c including any attachments or amendments thereto.

EFFECTIVE DATE: OCTOBER 1, 2021

EXPIRES: SEPTEMBER 30, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE-YEAR CONTRACT.

COMMODITY CODE(S): 95826, 95877

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-RFP-191c

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MICHAEL CARTER

VENDOR TEL. NO.: (202) 347-1446

EMAIL ADDRESS: MICHAEL.CARTER@MKINC.COM

COUNTY CONTACT: MICHAEL MANOS (DES AND FD&C)

COUNTY TEL. NO.: (703) 228-4437

COUNTY CONTACT EMAIL: MMANOS@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title: Procurement Officer Date: October 1, 2021

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

AGREEMENT NO. 21-DES-RFP-191

THIS AGREEMENT is made, on **September 30, 2021**, between **McKissack & McKissack of Washington, Inc.**, 901 K Street, NW, 6th Floor, Washington, DC 20001 (“Contractor”) a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County **Board of Arlington County, Virginia**. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contractor Proposal Form Documents
- Exhibit C – Contractor Price Schedule
- Exhibit D – Contractor COVID-19 Vaccination Certification
- Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide Construction/Project Management Services for during project design, construction phases. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on October 1, 2021 and must be completed no later than September 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement for not more than four additional 12-month periods, from October 1, 2022 to September 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

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

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm through the One Year Base Period ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than Ninety (90) calendar days before the Price Adjustment Date. Increases in the Contract Amount/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 12-month period ending in September of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for Twelve (12) months. The new Price Adjustment Date will be Twelve (12) months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design Work and administering the construction phase of any project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

8. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor’s experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality (“Customary Standard of Care”). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, cost estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor’s consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for added costs and expenses incurred by the County for omitted items less any increased value, when such costs and expenses are the result of any violation of this Standard of Care section. The County’s review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care

9. PAYMENT

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the Work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee.

The County will pay the Contractor within Forty-Five (45) 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. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor’s notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

11. REIMBURSABLE EXPENSES

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

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 sub-contractor under this Contract:

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

The Contractor is obligated to pay interest to the sub-contractor on all amounts owed by the Contractor to the sub-contractor that remain unpaid after Seven (7) days following receipt by the Contractor of payment from the County for Work performed by the sub-contractor 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 sub- contracts, if any are permitted, a provision requiring each sub-contractor 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 sub-contractor 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 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.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

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 sub-contractors 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 SUB-CONTRACTORS

The County has the right reasonably to reject staff or sub-contractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or sub-contractors 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 sub-contractors 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 sub-contractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

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

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

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, sexual orientation, gender identity, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each sub-contractor 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 must: (i) provide a drug-free Workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's Workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free Workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each sub-contractor or vendor.

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

21. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

22. SAFETY

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

23. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned,

controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent within five working days of the end of each quarter (see Exhibit E). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, contractors may email contractorvaccineinfo@arlingtonva.us.

24. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

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

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

The Contractor agrees to indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any sub-contractor 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 sub-contractors 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 sub-contractors to save, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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, 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.

27. 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 after payments of all fees and reimbursables for the work.

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 sub-contractors 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 sub-contractors or third parties related to this Contract.

28. OWNERSHIP OF WORK PRODUCT

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

All Work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the Work product for any purpose other than performance of this Contract without the written consent of the County.

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

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

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

29. CONFIDENTIAL INFORMATION

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

30. * 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 sub-contractor; 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.

31. * 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.

32. FORCE MAJEURE

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

33. * 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.

34. * RELATION TO COUNTY

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

35. 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.

36. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

37. AUDIT

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

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

38. 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.

39. AMENDMENTS

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

40. * 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.

41. * 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 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.

42. * 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.

43. ARBITRATION

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

44. NONEXCLUSIVITY OF REMEDIES

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

45. 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.

46. SEVERABILITY

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

47. * ATTORNEY'S FEES

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

48. SURVIVAL OF TERMS

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

49. 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.

50. 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.

51. 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:

Christine Merdon, COO
901 K Street, NW, 6th Floor
Washington, DC 20001
Tel. (202) 347-1446
Email. Michael.carter@mkinc.com

TO THE COUNTY:

Michael Manos, Project Officer
Arlington County, Virginia
DES – Facilities Design & Construction
1400 N. Uhle Street, Suite 403
Arlington, VA 22201
Tel. (703) 228-4437
Email. mmaos@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia

2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Email. Slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):
Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

52. ARLINGTON COUNTY BUSINESS LICENSES

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

53. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. LIMITED ENGLISH PROFICIENCY

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

55. 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.

56. ADA COMPLIANCE

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

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

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can

include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.

- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.
 - The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

57. INSURANCE REQUIREMENTS

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

- a. Workers Compensation - Virginia statutory Workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Liability - The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except Workers compensation and

automotive and professional liability; and the additional insured endorsement must be provided with the certificate.

- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

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

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

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

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

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

58. COUNTERPARTS

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MCKISSACK & MCKISSACK OF WASHINGTON, INC.

AUTHORIZED
SIGNATURE: DocuSigned by:
Dr. Sharon T Lewis
89B86B1AD301462...

AUTHORIZED
SIGNATURE: DocuSigned by:
Deryl Mckissack
CE219CF5FF23466...

NAME: DR. SHARON T LEWIS

NAME: Deryl Mckissack

TITLE: PURCHASING AGENT

TITLE: President & CEO

DATE: 9/29/2021

DATE: 9/28/2021

EXHIBIT A

SCOPE OF WORK

On an On-Call for Service basis, the Contactor will provide project construction management services for various Arlington County facility, construction, and renovation projects. The County may select up to Three (3) Contracting firms to perform services as set forth below.

The Contractor shall provide all personnel, supervisors, equipment, materials, transportation and incidentals to manage assigned projects, which may include, but not limited to any combination of the following or similar services as assigned by the Project Officer as more fully described below:

A. PRE-CONSTRUCTION SERVICES

The following types of advisory services may be required during project planning, design and construction phases.

1. Participation in the project planning and design team to advise the County on the constructability, selection and availability of proposed materials and cost/benefit analysis of proposed options.
2. Prepare cost estimates at various phases in the design process as requested by the County Project Officer. Cost estimates shall be based on equipment and material details and quantities consistent with the level of detail of the design documents (i.e. conceptual, schematic, design development or final design) and shall be presented in the Construction Specifications Institute (CSI) format.

Estimates shall include current market escalation rates to account for the planned construction schedule start date.

3. Review of final design documents and drawings as to constructability, cost benefit of options, and minimizing exposure to change orders through clarifying the design intent and reporting the outcomes of the review to the County.
4. Provide assistance in marketing the project to the construction industry and in the subsequent review of bids and bidder qualifications.

B. CONSTRUCTION SERVICES

The following types of consulting services may be required during a project's construction phase:

1. Act as a representative or liaison of the County in monitoring construction progress, contractor performance, quality control and other duties as assigned by the Project Officer or designee to assure project completion on time and within budget.
2. Review and prepare recommendations on proposed Change Orders (construction contractor's proposals that would modify the construction cost,

time or requirements). Provide detailed breakdown of the proposed changes to determine the value of changes and appropriateness of the cost.

3. Provide oversight in the maintenance of project records, as-built drawings and other project documents.
4. Provide oversight in the preparation and completion by the construction contractor of remaining Work items ("punch list") following County acceptance of project's substantial completion.
5. Assistance in preparing the final closeout and cost certification of construction contracts.

C. PROJECT MANAGEMENT SERVICES

The Contractor may be required to provide a qualified individual to act as the County's Project Manager during the design and the construction of the assigned project. The individual will manage the Work of the project architect and the construction contractor, who will be under separate contracts with the County, coordinate the design/construction with County user groups and facilitate the review and approval of the design/construction by County regulatory staff. The Work required may include:

- Reviewing the design deliverable documents produced by the architect for completeness and inter-discipline coordination.
- Monitoring the architect's and the construction contractor's progress against the contract's milestone schedule.
- Reviewing the architect's and the construction contractor's requests for payments for alignment to actual progress and recommending approval or modification.
- Coordinating reviews of the design documents with County user groups to obtain approval or comments and Working with the architect to incorporate comments in the design documents.
- Facilitate and attend progress meetings with key stakeholders, architect, construction contractor and clients across multiple government agencies. Gather, analyze, and document requirements.
- Providing required design documents to the County regulatory groups responsible for review and approval of the Use Permit Amendment, construction plans review, Zoning review and other reviews as needed to obtain permits provided by the County and other regulatory bodies.

D. REVIEW AND COORDINATE COMMISSIONING SERVICES

The Contractor will be required to review and manage the following types of services throughout the Project commissioning process to prepare completed buildings for occupancy and operation):

1. Review and coordinate commission services plan (by other contractor) during the design and construction phase, and retro- commissioning process to evaluate existing building condition, as well as review and prepare appropriate

review comments of reports and documentation by other to support the building design intent required by the USGBC LEED designation and ASHRAE Standard 90.1-1999 as amended.

Commissioning services (by other contractor) shall include observation of the start-up and operations verification of the mechanical/HVAC/Building Automation systems and electrical distribution and lighting systems.

2. The Contractor shall review design documents for compliance with required sustainability features (by other contractor) and ensure inclusion of Pre-Commissioning check list and documentation in the project's design specifications.
3. Coordinate review of operations and maintenance manuals provided by construction contractors for completeness and applicability, report findings of the completed review to the County within timeframe stated in each project's specifications.
4. Provide written reports to the County Project Officer or designee on training for systems operation and determine whether the training was conducted by the construction contractor for all equipment and systems to be commissioned.
5. Review final commissioning report that include a list of any system performance discrepancies noted during commissioning and a log of when such discrepancies were resolved and completed.

The assigned individual shall Work in the County's facilities under the direct supervision of the County staff. All services and materials required for performance of this task will be provided by the County. The Contractor's Work shall commence on the date contained in the Notice to Proceed issued by the County, however, either party can provide Notice of Termination of services with in a Thirty (30) calendar days' notice. Compensation will be paid for actual hours Worked, excluding County holidays.

E. PROJECT ASSIGNMENT PROCEDURE FOR PRE CONSTRUCTION SERVICES, CONSTRUCTION SERVICES, AND REVIEW AND COORDINATION OF COMMISSIONING SERVICES.

The Contract(s) resulting from this solicitation will be used by Arlington County Facilities Design and Construction Bureau; however, said services may be used by other County Departments for services under this Contract.

All projects under this Contract shall not exceed Six Million dollars (\$6 Million) per year, and the project fee for any single project shall not exceed \$2.5 Million, or as otherwise specified in the Arlington County Purchasing Resolution.

The County provides no guarantee of the amount of Work to be assigned to the selected firms. The County reserves the right to issue separate solicitations or waive requirements

set forth below in part or whole if it is determined in writing by the County Purchasing Agent that it is in the best interest of the County.

Project Work assignments performed under the terms of these Contract(s) shall be determined as follows:

1. For project Work assignments where the projected fee for all Work associated with that particular project (to include Pre-construction, construction and review/coordination of commissioning services) will not exceed \$50,000.00. The County, in its sole discretion, may select the Contractor determined most qualified and best suited for the particular assignment and enter into a negotiation process the particular project.
2. For project Work assignments where the projected fee for all Work associated with that particular project (to include Pre-construction, construction and review/coordination of commissioning services) would exceed \$50,000 but be less than \$500,000, projects will be assigned in rotation established by rank order of Contractors in the evaluation of this RFP.

3.

To maintain equity among Contractors, the County will pass over the next Contractor in rotation if the Contractor has received more than Forty Percent (40%) of the total fees awarded by the County to all Contractors selected as a result of this RFP since the initial award. Records of the Contractor rotation and total fees and percentage values will be maintained by the Bureau Chief of the County's Facilities Design and Construction Bureau.

The County will provide, upon request, to any Contractor values of awards made to individual Contractors since the initial award or project Work assignments where the projected fee for all Work associated with that particular Work (to include Pre-construction, construction and review/coordination of commissioning services) is between \$500,000 and \$2.5 Million the County will solicit proposals from all Contractors selected as a result of this RFP.

Upon selection by the County of the most qualified Contractor, based on the County's pre-determined evaluation criteria, a fee proposal will be requested from that Contractor. If the Price Proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached the County will request a Price Proposal from the next best qualified Contractor of those Contractors who submitted proposals.

4. For each project assignment, for any of the categories above, the Project Officer will provide a scope of Work for the assignment, a listing of the deliverable items, and the required completion date, and any other documents that may be available and relevant to the requested Work.

5. For each project assignment, for any of the categories above, the Contractor(s) shall submit a proposal for the Work within ten (10) calendar days, provide a description of their proposed method of completing the Work, identify and provide resumes of the staff proposed to be used in performance of the Work on the assignment, and provide a binding milestone schedule to complete the Work.

For Work assignments awarded under items 1. or 2. above, the selected Contractor shall prepare a not-to-exceed (i.e. fixed price) proposal using the fully burdened hourly rates identified in their Contract, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached the County will request a price proposal from the next best qualified Contractor (for Work assignments awarded under 1.), or Contractor in rotation who has not exceeded forty percent (40%) in design fees awarded by the County (for Work assignments awarded under 2.).

PROJECT ASSIGNMENT PROCEDURE FOR PROJECT MANAGEMENT SERVICES

Assignments for Project Management Work will be made based on the following procedure, regardless of the dollar value of the Project Management assignment. The specific details of each assignment will be provided in the County's request for submittals of qualified staff. Submittals of proposed candidate's required qualifications and related experience for each specific project management services assignment will be requested from all Contractors. The County, at its sole discretion, will select the best qualified candidate from the Contractors' submitted qualification statements.

INVOICING

The Contractor shall submit invoices for individual Work assignments to the County Project Officer monthly. Each invoice shall concern a separate project, and shall include the County Purchase Order number, the task for which time is being charged by the Contractor's employee and the balance remaining to complete the assignment.

CONTRACT PRICING

The services under this Contract will be paid for using fully loaded hourly rates for the positions included in the Contractor Staff paragraph of the Scope of Work. Those rates shall include all costs and expenses of providing to the County the services described in this Contract.

- No reimbursable expenses are permitted under this Contract.
- Only time spent by the Contractor's employees at the Work site will qualify for payment.
- No overtime pay will be allowed under this Contract.

The County will pay (or reimburse the Contractor at Contractor's cost, as required) for all required permit and inspection fees.

CONTRACTOR STAFF

The Contractor shall have at a minimum the following personnel available to support the County under this Contract:

- Principal
- Commissioning Authority
- Cost Estimator
- Mechanical Engineer
- Electrical Engineer
- Structural Engineer
- Civil Engineer
- Geotechnical Engineer
- Architect
- Project Manager
- Technical Support (drafting and CAD operators)
- Clerical Support

The role of the Principal shall be to initiate the project, manage and provide guidance to his team, and ensure that the team is meeting the budget and schedule.

All services under this Contract shall be self-performed by the Contractor; with the exception of the following:

- Cost estimating,
- Structural Engineer,
- Civil Engineer, Geotechnical Engineer,
- Commissioning Services;
- Architectural Services.

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 21-DES-RFP-191

PROPOSAL FORM

ELECTRONIC PROPOSALS WILL BE RECEIVED BY THE COUNTY VIA VENDOR REGISTRY NOT LATER THAN 2:00 P.M., EASTERN TIME ON MARCH 4, 2021.

FOR PROVIDING PROJECT CONSTRUCTION MANAGEMENT SERVICES PER THIS SOLICITATION.

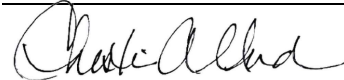
THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

McKissack & McKissack of Washington, Inc.

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Christine Merdon, COO

ADDRESS:

901 K Street, NW, 6th Floor

CITY/STATE/ZIP:

Washington, DC 20001

TELEPHONE NO.:

202.347.1446

E-MAIL

ADDRESS:

michael.carter@mckinc.com

THIS ENTITY IS INCORPORATED

IN:

Maryland

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC:

F1257148

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

PROPOSAL FORM, PAGE 2 OF 5

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available)

793238668

HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION WITHIN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST THREE YEARS?

YES NO

HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR SUSPENDED IN THE PAST THREE YEARS?

YES NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE VENDOR REGISTRY WEBSITE AT:

[HTTPS://VRAPP.VENDORREGISTRY.COM/BIDS/VIEW/BIDSLIST?BUYERID=A596C7C4-0123-4202-BF15-3583300EE088](https://vrapp.vendorregistry.com/bids/view/bidslst?buyerid=A596C7C4-0123-4202-BF15-3583300EE088).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

- 1. OFFEROR MUST SUBMIT: ONE ELECTRONIC COMPLETE SIGNED PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM.
- 2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): Chate Alhad

TITLE: Chief Operating Officer

PROPOSAL FORM, PAGE 3 OF 5

E-MAIL ADDRESS: Michael.Carter@mckinc.com

TEL. NO.: 202.347.1446

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

PROPOSAL FORM, PAGE 4 OF 5

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Christine Merdon, PE

ADDRESS: 901 K Street, NW, 6th Floor
Washington, DC 20001

E-MAIL: Michael.Carter@mckinc.com

OFFEROR'S PRINTED NAME: McKissack & McKissack of Washington Inc.

McKissack Rate Proposal, August 5, 2021

Position	Hourly Rate *	Fringes (20.12%)	Base Rate	Field OH**	Burdened Rate	Profit (10%)	Field Rate	Minimum Qualifications
Principal	\$ 96.23	\$ 19.36	\$ 115.59	118%	\$ 229.03	\$ 22.90	\$ 251.93	Licensed Engineer or Bachelor's Degree in Construction and PMP or CCM and 20 Years of Experience
Senior Project Manager	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience and a minimum of 15 years of experience
Project Manager	\$ 61.34	\$ 12.34	\$ 73.69	118%	\$ 146.01	\$ 14.60	\$ 160.61	CCM, PMP or Equivalent Experience
Assistant Project Manager	\$ 42.62	\$ 8.58	\$ 51.20	118%	\$ 101.45	\$ 10.14	\$ 111.59	5 years of Experience
Scheduler / Risk Management	\$ 62.55	\$ 12.58	\$ 75.13	118%	\$ 148.87	\$ 14.89	\$ 163.76	PSP, PMI-SP or Equivalent Experience
Cost Estimator	\$ 62.55	\$ 12.58	\$ 75.13	118%	\$ 148.87	\$ 14.89	\$ 163.76	CPE or 10 Years Experience as Cost Estimator
Administrative Support	\$ 40.92	\$ 8.23	\$ 49.15	118%	\$ 97.39	\$ 9.74	\$ 107.12	5 Years of Experience
FFE Management	\$ 47.92	\$ 9.64	\$ 57.56	118%	\$ 114.06	\$ 11.41	\$ 125.47	7 Years of Experience
Architect	\$ 60.05	\$ 12.08	\$ 72.13	118%	\$ 142.92	\$ 14.29	\$ 157.21	AIA Certification
CAD/Drafting Technical Support	\$ 42.75	\$ 8.60	\$ 51.35	118%	\$ 101.74	\$ 10.17	\$ 111.91	5 years of Experience
Move Management	\$ 47.92	\$ 9.64	\$ 57.56	118%	\$ 114.06	\$ 11.41	\$ 125.47	7 Years of Experience
Mechanical Engineering	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience
Electrical Engineering	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience
Structural Engineering	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience
Civil Engineering	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience
CX Authority	\$ 70.05	\$ 14.09	\$ 84.15	118%	\$ 166.73	\$ 16.67	\$ 183.41	Licensed Engineer or Bachelor's Degree in this concentration and CCM, PMP or Equivalent Experience and LEED Certification
Quality Control Manager	\$ 61.34	\$ 12.34	\$ 73.69	118%	\$ 146.01	\$ 14.60	\$ 160.61	CCM, PMP or Equivalent Experience
Senior Quality Control Manager	\$ 80.83	\$ 16.26	\$ 97.10	118%	\$ 192.39	\$ 19.24	\$ 211.63	CQM Certification, Licensed Engineer or Equivalent Bachelors Degree, CCM, PMP or Equivalent Experience
Safety Manager	\$ 62.55	\$ 12.58	\$ 75.13	118%	\$ 148.87	\$ 14.89	\$ 163.76	REM Certification or CCM, PMP or Equivalent Experience

*Hourly Rates are valid through 2021 and will be adjusted January 1, 2022 (and first of subsequent years) based on Consumer Price Index.

**The OH percentages are based on McKissack's 2019 Audited Financial Statements. The Fringe & OH rates would be adjusted annually based on the actual audited financial statements for the year the services are provided.