

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

CONTRACT AWARD COVERPAGE

TO: BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC	DATE ISSUED:	APRIL 6, 2020
10461 MILL RUN CIRCLE	CONTRACT NO:	20-018-RFP
SUITE 1100	CONTRACT TITLE:	LIFE CYCLE ASSESSMENT SERVICES FOR
OWINGS MILLS, MD 21117		PARK AND RECREATION ASSETS

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. 20-018-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 6, 2020

EXPIRES: APRIL 10, 2021

RENEWALS: FOUR (4) ADDITIONAL 12 MONTH PERIODS FROM APRIL 11, 2021 TO APRIL 10, 2025

COMMODITY CODE(S): 90775, 91812, 92002, 92683, 96141

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-018-RFP

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MATTHEW MUNTER

VENDOR TEL. NO.: (800) 733-0660 ext. 2709

EMAIL ADDRESS: MATT.MUNTER@BVNA.COM

COUNTY CONTACT: ROBERT CAPPER

COUNTY TEL. NO.: (703) 228-3337

EMAIL ADDRESS: RCAPPER@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Meloni Hurley

Title: Assistant Purchasing Agent

Date: 4/6/2020

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

AGREEMENT NO. 20-018-RFP

THIS AGREEMENT is made, on the date of execution by the County, between **Bureau Veritas Technical Assessments, LLC** ("Contractor"), a Maryland limited liability company located at 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117, 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:

- The terms and conditions of this Agreement, including all written and properly executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
- Exhibit A – Scope of Work;
- Exhibit B – Contract Pricing;
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor); and
- Exhibit D – Request for Proposals No. 20-018-RFP, in its entirety, herein incorporated by reference

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 perform life cycle assessment services for park and recreation assets. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

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

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than April 10, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from April 11, 2021 to April 10, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

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

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until April 10, 2022 ("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 60 days before the Price Adjustment Date. Adjustments to 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 April 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 12 months. The new Price Adjustment Date will be 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. 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.

8. PAYMENT OF SUBCONTRACTORS

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

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

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

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

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

9. NO WAIVER OF RIGHTS

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

10. NON-APPROPRIATION

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

11. 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).

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

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

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

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

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

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

17. SAFETY

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

18. TERMINATION

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

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

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

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

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

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

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

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

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

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

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

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

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

19. INDEMNIFICATION

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

20. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

21. COPYRIGHT

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

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

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written

approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

23. DATA SECURITY AND PROTECTION

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

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit ____) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract

Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia

Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

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

26. FORCE MAJEURE

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

27. AUTHORITY TO TRANSACT BUSINESS

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

28. RELATION TO COUNTY

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

29. ANTITRUST

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

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the 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)

31. AUDIT

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

32. ASSIGNMENT

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

33. AMENDMENTS

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

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

35. DISPUTE RESOLUTION

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

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

37. ARBITRATION

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

38. NONEXCLUSIVITY OF REMEDIES

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

39. NO WAIVER

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

40. SEVERABILITY

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

41. ATTORNEY'S FEES

In the event that the County prevails 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.

42. SURVIVAL OF TERMS

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

43. HEADINGS

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

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

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

TO THE CONTRACTOR:

Matthew Munter, PE, Principal, Executive Vice President
Bureau Veritas Technical Assessments, LLC
10461 Mill Run Circle, Suite 1100
Owings Mills, MD 21117
Phone: 800-733-0660 ext. 2709
Email: matt.munter@bvna.com

TO THE COUNTY:

Robert E. Capper, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, VA 22201
Phone: 703-228-3337
Email: rcapper@arlingtonva.us

AND

Meloni Hurley, Assistant Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: 703-228-3431
Email: mhurley1@arlingtonva.us

46. ARLINGTON COUNTY BUSINESS LICENSES

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

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

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

49. 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. Employer's Liability - \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- c. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- d. Premises/Operations - All premises and operations of the contractor must be covered. There must be no limitation of coverage which would impact on the work performed under the contract. \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- e. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- f. Owned/Hired/Non-Owned Vehicles - \$1 Million BI/PD each accident, Uninsured Motorist
- g. Umbrella Liability - \$1 Million Bodily Injury, Property Damage and Personal Injury
- h. Professional Liability - The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of \$2,000,000.
- i. 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.
- j. 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 typed on the certificate.
- k. 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.
- l. Contract Identification - All insurance certificates must state this Contract's number and title.

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

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

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

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

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

50. 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Bureau Veritas Technical Assessments, LLC

AUTHORIZED
SIGNATURE: 

AUTHORIZED
SIGNATURE: 

NAME: MELONI HURLEY
TITLE: ASSISTANT PURCHASING AGENT

NAME AND
TITLE: Matthew Munter, PE

DATE: 4/6/2020

DATE: 4/3/2020

EXHIBIT A
SCOPE OF SERVICES

The Contractor shall evaluate and assess life cycle costs and management needs of Arlington Park and Recreation assets owned and operated by Arlington County, Virginia. The Contractor shall provide written evaluation and assessment of life cycle costs and management needs of park and recreation assets located on County-owned land in Arlington, Virginia.

For this Project, parks and recreation assets shall be defined as park structures, recreation equipment and active and casual use spaces provided outdoors to accommodate one or more recreational activities. Examples of park assets include amphitheatres, athletic fields, athletic courts, playgrounds, picnic shelters, restrooms, dog parks, and park amenities, which are composed of various individual elements which together serve the intended park use. Park and recreation amenities shall be defined as park features provided for the comfort and enjoyment of park users. Examples of park amenities include benches, drinking fountains, picnic tables and trash receptacles, which together amount to a significant financial expense to maintain and replace.

The comprehensive park and recreation assessment shall present a park-by-park study assessing the existing physical condition of park and recreation assets against the anticipated life expectancy of similar assets. The report shall outline ongoing maintenance policies and procedures, which may be implemented to avoid or reduce the current or future capital costs. The final report shall include an executive summary, architectural renderings, maps, photographs, graphics and other supportive documentation. The Contractor shall prepare and deliver all data in a format that will allow the County to import into and/or integrate with the County's life cycle assessment software system, Cartegraph (*reference Phase VII*).

The Project shall be generally organized and conducted in the following phases:

- Phase I: Kick-Off, Review, and Life Cycle Assessment Methodology Finalization including Monthly In-Progress Review Meetings, and Development of Asset Priority Index;
- Phase II: Analysis and Benchmarking of Best Practices of Similar Parks and Recreation Agencies;
- Phase III: Conduct Assessment of Assets at Five (5) Arlington County Parks and Submit Assessment Reports;
- Phase IV: Inventory and Evaluation of Park and Recreation Assets by Category and Condition;
- Phase V: Analysis of Park and Recreation Asset Condition Assessment Information;
- Phase VI: Preparation of Park and Recreation Asset Condition Report; and
- Phase VII: Preparation of Asset Condition Assessment Information for Integration into Cartegraph.

It is projected that Phase I, II, III, and the beginning of Phase IV will occur in the first contractual year. The Project Officer shall coordinate all phases with the Contractor and identify the parks to be assessed in all contractual phases.

SCOPE OF SERVICES – PHASE I

Kick-Off, Review, and Life Cycle Assessment Methodology Finalization including Monthly In-Process Review Meetings, and Development of Asset Priority Index

I. Kick Off & Review

Contractor shall review existing County data with County staff to become fully familiar with the type, breadth and range of park and recreation assets owned and maintained by Arlington County. Review shall include:

- Familiarization of the Life Cycle Assessment Study performed for the County in 2006-2007.
- Data preparation formats required, which will allow the County to import the data into Cartegraph. Contractor shall ensure to the sole discretion of the County that AssetCalc, or any other system used by the Contractor, will integrate with Cartegraph and allow data to be imported into Cartegraph. Demonstrating compatibility with Cartegraph to the County's sole satisfaction will be necessary before the Parties can proceed with the Scope of Services.
- Following demonstrated import of data into Cartegraph, the Contractor shall finalize and submit the plan to the County for approval within 30 calendar days of project start. The County will then review submitted documents and notify the Contractor of any findings within 21 calendar days of receipt of draft documents and 15 calendar days for final documents. The Contractor shall have 21 calendar days to amend the format, and once approved and finalized at the sole discretion of the County, such format is to be used in the assessment of all Arlington County parks.
- Development of a listing of common and uniform terms for specific park and recreation assets. For example, distinction shall be made between a small kiosk-type shelter large enough for a single picnic table from that of a picnic shelter large enough for 20 picnic tables.

II. Methodology Finalized

Contractor shall work with DPR to finalize methodology for collection of life cycle data on park and recreation assets, the approval of which is at the sole discretion of the County. Park and recreation assets to be assessed include, but are not limited to: athletic fields; athletic courts; playground; spray-grounds; sidewalks; trails; dog exercise areas; fountains; fencing; lighting; parking lots; picnic shelters; restroom buildings; storage buildings; stadium and diamond field press boxes, and miscellaneous facilities, such as an amphitheater, skate park, frisbee golf course, community gardens, specialty flower gardens and other facilities (*reference* Attachment E to see which buildings will be assessed as part of the Work and which buildings are maintained by others and are not part of the Work). **Buildings, such as community centers and parks administrative offices are not included in this assessment.** Contractor shall develop a comprehensive listing of Assets to be evaluated as part of this life cycle assessment survey. Listing of assets to be evaluated shall be approved by the County prior to beginning an assessment survey.

County staff will be available to assist in the life cycle assessment to offer knowledge and an historical perspective on known assets. In addition, the County will provide the following information to the Contractor to assist in the collection and assessment of park and recreation asset data:

1. Americans with Disability Act access audit of parks and park and recreation facilities within Arlington County, dated 2016.

2. Trail pavement condition assessment, dated 2018.
3. Terms and definition of terms used by Cartegraph.

The finalized methodology shall describe how the existing inventory of Arlington County park and recreation assets will be comprehensively evaluated against established standards for life expectancy and probable replacement costs taking into consideration the projected annual inflation rates for the next ten years.

The Life Cycle Cost Assessment Methodology shall consist of the following elements:

1. Project schedule that identifies tasks, start dates, general milestones, start and completion dates for the deliverables, and level-of-effort for each task to be performed.
 - a. The Contractor methodology shall identify a logical, efficient procedure for collection of the data, staff requirements, time-lines for conducting the life cycle assessments and proposed quality assurance practices to be used throughout the data-gathering phase. The methodology shall provide information that is easily understandable and that facilitates County staff and County Board capital improvement planning and decision-making.
 - b. The Contractor shall schedule and coordinate a kick-off meeting within thirty (30) calendar days of the award of contract. The Contractor shall develop an agenda for the meeting and ensure that all identified participants are notified of the meeting in advance. At a minimum, kick-off attendees shall include key Contractor personnel, the Contract Representative and key County personnel. At the kick-off meeting, the Contractor shall discuss the Project Schedule, the detailed staffing plan, principal points of contact, the project management plan and any additional information deemed relevant by the Contractor and Arlington County.
2. Staffing approach, proposed personnel, skill category and an estimated number of hours by staffing category. The staffing approach shall be sufficiently definitive to provide the County with a clear understanding of how the Contractor intends to staff the project to meet all requirements, including the delivery schedule.
3. The Contractor shall conduct monthly in-process review meetings and provide monthly updates during the period of performance. The objectives of these reviews are to review cost, schedule and performance of the tasks. In general, the review shall include overall status, actions completed during last period, current ongoing initiatives, projected tasks and issues encountered with proposed resolutions.

III. Asset Priority Index

Contractor shall develop an Asset Priority Index for DPR assets. The Asset Priority Index must allow DPR to compare the importance of assets relative to one another. The following criteria shall be used to determine a numerical value for an asset's priority:

1. **Substitutability:** Is there an alternative asset that has a similar function that duplicates the recreational opportunity provided by the asset?
2. **Resource Preservation:** Does the asset preserve natural or cultural resources?
3. **Use:** How much use does the asset receive relative to other assets?
4. **Economic Impact to Community:** Is the asset expensive to maintain or does the asset generate income?
5. **Agency Operations:** How important is the asset to day-to-day park management?

6. **Public Benefit:** How much does the public benefit from the asset?

The Arlington County 2016 Needs Assessment Survey may be used as the starting point for developing weights for each of the above criteria for the Asset Priority Index. Input from DPR will be given to determine final Asset Priority Index and weights assigned to the criteria.

PHASE I DELIVERABLES:

1. Kick-Off Meeting.
2. Life Cycle Cost Assessment Methodology, including:
 - Project Plan Finalization
 - Project Staffing Approach
 - Project Schedule
 - Asset Priority Index for Arlington County Parks and Recreation Assets
3. Monthly In-Process Review Meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE II
Analysis and Benchmarking of Best Practices of Similar Parks and Recreation Agencies

The Contractor shall analyze the best practices of five (5) other high-quality park and recreation agencies at the local and national level to assess factors they are currently using to determine the Estimated Useful Life (EUL) for park and recreation assets and to evaluate these EULs against the existing EUL being used by Arlington County. The intent of this analysis and benchmarking study is to make recommendations to the County for an appropriate Estimated Useful Life Arlington County should use going forward for each of the County's park and recreation assets. These agencies shall be similar to Arlington County (e.g., AAA bond rating, National Recreation and Park Association gold medal winners, similar density, etc.). Tables, charts, graphics and narratives may be used for this benchmarking.

For benchmarking, park and recreation agencies from the following cities are recommended:

- Alexandria, Virginia
- Bellevue, Washington
- Berkeley, California
- St. Paul, Minnesota

The Contractor shall select one additional park and recreation agency for benchmarking, subject to Project Officer's approval.

The Contractor shall prepare a PowerPoint presentation demonstrating the proposed life cycle assessment process established in Phase I, including findings from analysis and benchmarking with other high-quality park and recreation agencies and recommended best practices from the findings from this Phase. The Contractor shall make this presentation to Arlington County DPR management, as directed by the Project Officer.

PHASE II DELIVERABLES:

1. Benchmarking Report and best practices findings and recommendations report for Arlington County DPR management.
2. PowerPoint Presentation of the life cycle assessment process and findings and recommendations.
3. Presentation to County DPR management, as directed by the Project Officer.
4. Monthly in-process review meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE III
Conduct Assessment of Assets at Five (5) Arlington County Parks and Submit Assessment Reports

The Contractor shall conduct an initial assessment of assets at five (5) selected Arlington County parks to test the viability of the life cycle cost assessment methodology and the ability to format the data as required for importing into Cartegraph. The five (5) proposed Arlington County parks are:

- Baileys Branch Park, 990 S. Columbus Street
- Gateway Park, Lee Highway and N. Lynn Street
- Hayes Park, 1516 N. Lincoln Street
- Maury Park, 3550 Wilson Boulevard
- Quincy Park, 1021 N. Quincy Street

The initial assessment of the five (5) proposed Arlington County parks shall be a comprehensive inventory of existing outdoor recreation facilities, trails, public space, amenities and assets within the selected park. The assessment methodology shall be consistent with the methodology to be used in assessing all Arlington County parks. The selected parks (to be determined by the County) shall include a representative array of typical assets expected to be found in many County parks. A report shall be produced following the life cycle cost assessment of the five (5) selected Arlington County parks and delivered to the County. This report shall be representative of the reports anticipated to be delivered for all Arlington County parks.

The purpose of the assessment is to analyze the life cycle cost assessment methodology and subsequent report and amend the methodology and report in a manner to fully satisfy expectations of the County. Following submittal of the report, the County shall review the methodology and the report and will offer constructive feedback within 21 calendar days of receipt of the report. The Contractor shall have 21 calendar days to amend the methodology and report format from the assessment, and once approved and finalized at the sole discretion of the County, such methodology and format is to be used in the assessment of all Arlington County parks. The adjusted report for the five (5) selected Arlington County parks will constitute the final life cycle cost assessment for those parks and those parks will not need to be assessed further.

The inventory of park and recreation assets for the five (5) selected Arlington County parks shall, at a minimum, include the following attributes for each Arlington County park:

1. Narrative Summary
2. Address and Location Description
3. Description of the Physical Characteristics
4. Land Area in Acres/Square Feet
5. Narrative Summary for Parks and Recreation Assets
6. Quantity of each Park and Recreation Asset
7. General Condition of each Asset with an assigned Facility Condition Index
8. Determination of Remaining Life Expectancy of each Asset
9. Determination of any Life Safety Issues
10. Recommended Upgrades or Improvements to Assets
11. Recommended Improvements to Operations and Maintenance Practices to Improve Efficiencies or Extend Use of Assets

12. Digital photographs correctly and consistently labelled for each Park and Recreation Asset. Photographs shall be used for identification and documentation of condition of assets and explain and justify the prioritization of corrective actions.
13. Provide data in a format that can be imported into Cartegraph.
 - a. Provide verified location of asset or provide location of asset and description if asset does not currently exist in Cartegraph. Contractor will be given limited use of Cartegraph.
 - b. Provide estimated useful life data and remaining useful life data for each park and recreation asset.
 - c. Provide estimated replacement costs for each park and recreation asset.

Location data for each park and recreation asset shall be collected and appropriately defined as a point, line or polygon. All Global Positioning System/Geographic Information System (GPS/GIS) data themes must comply and integrate with the current ESRI Personal Geodatabase (PGDB) format and projection standards required by the Arlington County GIS Mapping Center. In order to overlay the County's GIS base map, an accuracy level of two feet (2') minimum is required with horizontal value coordinates collected in Virginia State Plane North, North American Datum 1983, U.S. feet and vertical values in North American Datum 1988, U.S. feet.

PHASE III DELIVERABLES:

1. Standard Report for five (5) selected Arlington County parks, typical of the type anticipated to be produced for each Arlington County Park assessed in Phase IV, including an executive summary, architectural renderings, maps, photographs, graphics and other supportive documentation.
2. Amended Standard Report for five (5) selected Arlington County parks establishing the standard to be followed for each Arlington County Park assessed in Phase IV, including an executive summary, architectural renderings, maps, photographs, graphics.
3. Monthly in-process review meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE IV

Inventory and Evaluation of Park and Recreation Assets by Category and Condition

This phase, as well as succeeding Phases V, VI and VII, are anticipated to be conducted over several years as funding is approved by the Arlington County Board and becomes available to proceed with additional assessments of Arlington County parks.

The Contractor shall compile a comprehensive inventory of existing park and recreation facilities, trails, public space, amenities and assets within Arlington County parks. The Contractor shall deploy assessment teams with appropriate expertise to conduct on-site asset condition surveys at County parks and facilities. The Contractor shall provide detailed inspections and assessments of all County park and recreation facilities by architecture, landscape architecture and engineering professionals or other equivalent asset assessment professionals to produce an accurate condition assessment through non-destructive, visible and discernible means, such as but not limited to visual examinations and physical and other testing.

The inventory of park and recreation assets shall, at a minimum, include the following attributes for each Arlington County Park:

1. Park Name
2. Address and Location Description
3. Description of the Physical Characteristics
4. Land Area in Acres/Square Feet
5. Narrative Summary for Parks and Recreation Assets
6. Quantity of each Park and Recreation Asset
7. General Condition of each Asset with an assigned Facility Condition Index
8. Determination of Remaining Life Expectancy of each Asset
9. Determination of any Life Safety Issues
10. Recommended Upgrades or Improvements to Assets
11. Recommended Improvements to Operations and Maintenance Practices to Improve Efficiencies or Extend Use of Assets.
12. Digital photographs correctly and consistently labelled for each Park and Recreation Asset. Photographs shall be used for identification and documentation of condition of assets and explain and justify the prioritization of corrective actions.
13. Provide data in a format that can be imported into Cartegraph.
 - a. Provide verified location of asset or provide location of asset and description if asset does not currently exist in Cartegraph. Contractor will be given limited use of Cartegraph.
 - b. Provide estimated useful life data and remaining useful life data for each park and recreation asset.
 - c. Provide estimated replacement costs for each park and recreation asset.

Location data for each park and recreation asset shall be collected and appropriately defined as a point, line or polygon. All Global Positioning System/Geographic Information System (GPS/GIS) data themes must comply and integrate with the current ESRI Personal Geodatabase (PGDB) format and projection standards required by the Arlington County GIS Mapping Center. In order to overlay the County's GIS base map, an accuracy level of two feet (2') minimum is required with horizontal value coordinates collected in Virginia State Plane North, North American Datum 1983, U.S. feet and vertical values in North American Datum 1988, U.S. feet.

PHASE IV DELIVERABLES:

1. Comprehensive inventory of existing outdoor recreation facilities, trails, public space, amenities and assets within Arlington County parks with location data, condition and life expectancy for each park and recreation asset.
2. Monthly in-process review meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE V
Analysis of Park and Recreation Asset Condition Assessment Information

This phase, as well as preceding Phase IV and succeeding Phases VI and VII, are anticipated to be conducted over several years as funding is approved by the Arlington County Board and becomes available to proceed with additional assessments of Arlington County parks.

Using the Estimated Useful Life of park and recreation assets developed in Phase II and the forecast of expenditures developed in Phase IV, the Contractor shall itemize each deficiency against each asset classification, to develop a Facility Condition Index based upon industry standards. The Contractor shall use the National Park Service Facility Condition Index or another approved national standard as recommended by the Contractor (consult http://www.nfmt.com/handouts/baltimore/2014/W2_45.pdf for National Park Service Condition Index).

The Contractor shall use the Asset Priority Index of each park and recreation asset and the Facility Condition Index based upon the field assessment of the assets to compile the asset condition survey data electronically to provide the County with the following asset life cycle replacement and annual maintenance recommendations:

1. Estimated Useful Life and Remaining Useful Life in calendar years for each Arlington County park and recreation asset
2. Prioritized park and recreation asset repair and replacement schedule to restore asset to County standard or other established industry standard or regulatory standard by fiscal year
3. Annual operating maintenance requirement guidelines for each park and recreation asset group

Based on the Estimated Useful Life and Remaining Useful Life of each park and recreation asset and the assessed condition of the asset, the Contractor shall establish a prioritized deficiency rating for the asset based on the following decision-making classifications:

Priority 1: Currently Critical (Immediate)

- ***Park and recreation assets in this category require immediate action***
 1. Correct a cited or potential life safety hazard
 2. Stop accelerated deterioration

Priority 2: Potentially Critical (Years 1 - 5)

- ***Park and recreation assets in this category, if not corrected expeditiously, will become critical within a few years***
 1. Replace items that have reached the end of their useful life
 2. Stop rapid deterioration

Priority 3: Necessary, but Not Yet Critical (Years 5 - 10)

- ***Park and recreation assets in this category require appropriate attention to preclude deterioration and the associated damage or higher costs if deferred further***

Priority 4: Recommended (Years 10 - 15)

- *Park and recreation assets in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the asset.*

Priority 5: Recommended (Years 15 and beyond)

- *Park and recreation assets in this category represent anticipated required capital expenditures due to Estimated Useful Life (EUL) only. These assets are generally in good operational condition but will require replacement due to finite life expectancy.*

The County will review submitted documents and notify the Contractor of any findings within 21 calendar days of receipt of draft documents and 15 calendar days for final documents.

The Contractor shall prepare a schedule of annual forecast of expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each asset. The forecast of expenditures shall include projected inflationary rates for ten (10) future years. The project estimate methodology will include projected planning, design, construction management, construction, contingency and annual operating maintenance costs. Contractor shall provide its professional opinions of cost by fiscal year with inflationary data for all recommended capital repairs and replacements in conjunction with their asset condition assessment report. The County will assist the Contractor in determining appropriate expense levels that the County has historically spent in planning, design, construction management, construction, contingencies and annual operating maintenance costs to ensure that the opinions of cost reflect both the Contractor's and the County's experiences.

PHASE V DELIVERABLES:

1. Facility Condition Index for Arlington County park and recreation assets.
2. Draft prioritized deficiency rating summary for parks and recreation assets by classification.
3. Schedule of Annual Forecast of Expenditures.
4. Monthly in-process review meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE VI
Preparation of Park and Recreation Asset Condition Report

This phase, as well as preceding Phases IV and V and succeeding Phase VII, are anticipated to be conducted over several years as funding is approved by the Arlington County Board and becomes available to proceed with additional assessments of Arlington County parks.

Using the life cycle data collected on park and recreation assets during Phase IV of this project, the Contractor shall prepare separate comprehensive condition assessment reports for each Arlington County Park. These shall follow the approved report format agreed upon following the Phase III assessment project.

The Park and Recreation Asset Condition Reports shall contain the following minimum attribute information:

1. Park Name
2. Address and Location Description
3. Description of the Physical Characteristics
4. Land Area in Acres/Square Feet
5. Narrative Summary for Parks and Recreation Assets
6. Quantity of each Park and Recreation Asset
7. General Condition of each Asset with an assigned Facility Condition Index
8. Determination of Remaining Life Expectancy of each Asset
9. Determination of any Life Safety Issues
10. Recommended Upgrades or Improvements to Assets
11. Recommended Improvements to Operations and Maintenance Practices to Improve Efficiencies or Extend Use of Assets
12. Digital photographs correctly and consistently labelled for each Park and Recreation Asset. Photographs shall be used for identification and documentation of condition of assets and explain and justify the prioritization of corrective actions.
13. A schedule of annual forecast of expenditures itemizing each deficiency against each asset classification of the total cost for the actions required to correct the deficiencies for each asset. The forecast of expenditures shall include projected inflationary rates for ten (10) future years. The project estimate methodology will include projected planning, design, construction management, construction, contingency and annual operating maintenance costs. Contractor shall provide its professional opinions of cost by fiscal year with inflationary data for all recommended capital repairs and replacements in conjunction with their asset condition assessment report. The County will assist the Contractor in determining appropriate expense levels that the County has historically spent in planning, design, construction management, construction, contingencies and annual operating maintenance costs to ensure that the opinions of cost reflect both the Contractor's and the County's experiences.
14. Overview summary report of Arlington County park and recreation assets using graphs, tables and charts, which provides a visual representation of the condition assessment data collected. This report shall contain a summary of the scope of work provided, key findings, immediate needs and ten-year capital renewal prioritization forecast of needs.
15. Appendices including illustrations, photographs or supporting documents not used in the body of the report.

Reports, plans and documents shall be submitted in electronic format using the Microsoft Office suite of applications. The Contractor shall also submit seven (7) hardcopy final reports in full color. The County will review submitted documents and notify the Contractor of any findings within 21 calendar days of receipt of draft documents and 15 calendar days for final documents.

PHASE VI DELIVERABLES:

1. Final Report for each Arlington County park, including an executive summary, architectural renderings, maps, photographs, graphics and other supportive documentation.
2. Photographs shall be labeled for each park and recreation asset and embedded in report.
3. Finalize Benchmarking Report and best practices findings and recommendations report based on results of the study and results from Peer organizations, including Facility Condition Index for County park and recreation assets.
4. Overview summary report.
5. The Contractor shall submit an electronic copy of final report prepared in Microsoft Word and seven (7) hardcopies of the final report in full color.
6. Monthly in-process review meetings with monthly progress reports during the period of performance.

SCOPE OF SERVICES – PHASE VII

Preparation of Asset Condition Assessment Information for Integration into Cartegraph

This phase, as well as preceding Phase IV, V and IV, are anticipated to be conducted over several years as funding is approved by the Arlington County Board and becomes available to proceed with additional assessments of Arlington County parks.

The Contractor shall provide all final park and recreation asset assessment information formatted for upload into the County's life cycle assessment software system, Cartegraph. All electronic submissions shall be in a format compatible with the Microsoft Office Suite Products used by Arlington County.

In order to accomplish the goal and objectives of this life cycle assessment project, information on assets shall be formatted for integration into Cartegraph. Assessment data shall be provided in a Comma Separated Values (.csv) file, Excel spreadsheet (.xls), or Microsoft Access Database to allow the County to format the file for upload into Cartegraph.

The Contractor shall also:

1. Provide verified location of asset or provide location of asset and description if asset does not currently exist in Cartegraph. Contractor will be given limited use of Cartegraph.
2. Provide estimated useful life data and remaining useful life data for each park and recreation asset.
3. Provide estimated replacement costs for each park and recreation asset.
4. Assist the County in developing weights for each Condition Category in Cartegraph. Weights place more or less importance on a particular condition when assessing the Overall Condition Index.
5. Use the weight of the Condition Category and the Inspection Index to determine the Overall Condition Index of the asset in Cartegraph.
6. Assist the County in developing Activity Impacts in Cartegraph and the resulting increase in life to the asset expected by this activity. Activity Impacts are corrective or preventative maintenance activities that extend the asset's life.
7. Assist the County in developing Performance Curves for each asset, which track asset deterioration for individual Condition Categories over time. Performance Curves are graphed using Years in Service and the Asset's Condition Index and track the anticipated deterioration of the Asset if no maintenance is done to that asset.
8. Assist the County in developing Condition Groups in Cartegraph to determine the Minimum Acceptable Condition or failure point for an asset.

PHASE VII DELIVERABLES:

1. Asset Assessment Information, including verified locations, estimated useful life, remaining useful life, estimated replacement costs, the Overall Condition Index, Activity Impacts, Performance Curves and the minimum acceptable condition of each asset.
2. Monthly in-process review meetings with monthly progress reports during the period of performance.

LIST OF ARLINGTON COUNTY PARKS

Park Name	Park Address	Approximate Size (Acres)
11th Street North and North Danville Street Park	2751 11th Street North	1.01
18th Street North and North Lincoln Street Park	Arlington County Right-of-Way	0.12
18th Street North and North Quantico Street Park	6276 18th Street North	0.14
19th Road South Park	1344 19th Road South	0.61
20th Street South and South Ives Street Park	905 20th Street South	0.26
21st Street North and North Potomac Street Park	2001 North Potomac Street	0.21
21st Street North and North Stafford Street Park	2045 North Stafford Street	0.27
23rd Street South and South Eads Street Park	501 23rd Street South	0.07
Alcova Heights Park	901 South George Mason Drive	12.24
Allie S. Freed Park	2465 South Culpeper Street	12.48
Andrew Ellicott Park at the West Cornerstone	2824 North Arizona Street	0.17
Arlington Forest Park	4801 Arlington Boulevard	1.04
Arlington Hall West Park	290 South Taylor Street	6.77
Arlington Heights Park	Arlington County Right-of-Way	0.28
Arlington Mill Community Center	4975 Columbia Pike	2.10
Arlington View Park	1105 South Queen Street	0.13
Aurora Hills Community Center	735 18th Street South	2.91
Bailey's Branch Park	990 South Columbus Street	1.62
Barton Park	2401 10th Street North	1.95
Barcroft Park	4200 South Four Mile Run Drive	62.61
Beaver Pond Park	4747 Fairfax Drive	6.67
Belvedere Park	North Oak Street and 16th Road North	0.13
Benjamin Banneker Park	1680 North Sycamore Street	12.46
Bicentennial Garden	Arlington County Right-of-Way	0.15
Big Walnut Park	1915 North Harrison Street	1.61
Bluemont Junction Park	747 North Emerson Street	23.59
Bluemont Park	601 North Manchester Street	50.60
Bon Air Park	850 North Lexington Street	21.13
Broyhill Forest Park	3510 North Utah Street	0.50
Butler Holmes Park	101 South Barton Street	2.13
Carlin Hall Community Center	5711 4th Street South	0.26
Charles A. Stewart Park	2400 North Underwood Street	3.99
Cherry Valley Park	1731 North Quincy Street	9.84
Cherrydale Fire Station Park	4040 21st Road North	0.09
Cherrydale Park	2176 North Pollard Street	0.90
Chestnut Hills Park	2807 North Harrison Street	4.67

Park Name	Park Address	Approximate Size (Acres)
Clarendon and North Danville Easement	2751 11th Street North	0.09
Clarendon-Barton Interim Open Space	2409 Clarendon Blvd.	0.24
Clarendon Central Park	3140 Wilson Boulevard	0.72
Clarenford Station Park	1300 North Vermont Street	0.37
Cleveland Park	1030 South Cleveland Street	0.14
Dark Star Park	1655 Fort Myer Drive	0.65
Dawson Terrace Community Center	2133 North Taft Street	3.50
Doctors Run Park	1301 South George Mason Drive	5.82
Donaldson Run Park	4020 30th Street North	29.82
Douglas Park	1718 South Quincy Street	6.80
Drew Park	2310 South Kenmore Street	2.95
Eads Park	2730 South Eads Street	4.39
East Falls Church Park	1730 North Roosevelt Street	4.05
Edison Park	213 North Edison Street	0.39
Fairlington Community Center	3308 South Stafford Street	8.18
Fields Park	825 North George Mason Drive	2.47
Fillmore Park	33 North Fillmore Street	5.14
Fort Barnard Community Garden	2060 South Walter Reed Drive	0.54
Fort Barnard Dog Park	2060 South Walter Reed Drive	1.63
Fort Barnard Heights Park	2452 South Oakland Street	0.65
Fort Barnard Park	2101 South Pollard Street	3.60
Fort Bennett Park and Palisades Trail	2220 North Scott Street	10.54
Fort C.F. Smith Park	2411 24th Street North	19.04
Fort Ethan Allen Park	3829 North Stafford Street	14.77
Fort Myer Heights Park	1400 Fort Myer Drive	0.87
Fort Reynolds Park	4585 31st Street South	0.80
Fort Scott Park	2800 Fort Scott Drive	11.31
Four Mile Run Park	3100 South Glebe Road	23.58
Foxcroft Heights Park	801 South Oak Street	0.15
Fraser Park	1800 28th Street South	2.08
Garfield Street and Route 50 Park	6 South Garfield Street	0.23
Gateway Park	Lee Highway and North Lynn Street	3.69
Glebe and Randolph Park	615 North Glebe Road	0.65
Glebe Road Park	4211 North Old Glebe Road	9.87
Glencarlyn Park	301 South Harrison Street	100.11
Greenbrier Park	2700 North Greenbrier Street	14.51
Gulf Branch Nature Center	3608 Military Road	27.00
Gum Ball Park	3715 7th Street North	0.31

Park Name	Park Address	Approximate Size (Acres)
Gunston Park	1401 28th Street South	6.23
Halls Hill/High View Park	4998 Lee Highway	0.48
Hayes Park	1516 North Lincoln Street	2.85
Henry Clay Park	3011 7th Street North	1.53
Henry Wright Park	4350 4th Street North	0.66
Herselle Milliken Park	820 North Lincoln Street	0.42
High View Park	1945 North Dinwiddie Street	2.73
Hillside Park	1601 North Pierce Street	1.37
Holmberg Park	3750 North Upland Street	0.90
I-66 Parking Garage	Arlington County Right-of-Way	2.51
Isaac Crossman Park at Four Mile Run	1900 North Westmoreland Street	2.84
James Hunter Park	1230 North Hartford Street	0.75
James W. Haley Park	2400 South Meade Street	2.57
Jamestown Park	3618 North Dickerson Street	4.73
Jennie Dean Park	3630 27th Street South	16.35
John Marshall Greenway	Arlington County Right-of-Way	2.19
Kirkwood Road Neighborhood Park	1620 North Johnson Street	0.56
Kirkwood Road Park	1950 Kirkwood Road	2.44
Lacey Woods Park	1200 North George Mason Drive	13.86
Lang Street Community Gardens	2815 South Lang Street	1.41
Lee Community Center	5722 Lee Highway	2.14
Lee Heights Park	2430 North Taylor Street	2.10
Long Bridge Park	475 Long Bridge Drive	36.37
Lubber Run Park	300 North Park Drive	30.49
Lucky Run Park	2620 South Walter Reed Drive	3.31
Lyon Village Park	1800 North Highland Street	1.52
Madison Manor Park	6225 12th Road North	13.10
Marcey Road Park	2722 North Marcey Road	2.84
Mary Carlin Woods at Bluemont Park	341 North Kensington Street	6.56
Maury Park	3550 Wilson Boulevard	2.09
Maywood Park	3210 22nd Street North	0.26
McCoy Park	2121 21st Street North	1.71
Monroe Park	1330 South Monroe Street	0.99
Mosaic Park	544 North Pollard Street	1.84
Nauck Garden	3501 18th Street South	0.10
Nauck Park	2551 19th Street South	0.56
Nauck Town Square	2400 Shirlington Road	0.73
Nelly Custis Park	701 24th Street South	0.82

Park Name	Park Address	Approximate Size (Acres)
Nina Park	800 24th Street South	0.29
North Lynn Street and Lee Highway Park	2105 North Lynn Street	0.61
North Meade Street Park	1550 North Meade Street	0.42
Oak Grove Park	4012 17th Street North	3.40
Oakcrest Park	1020 Oakcrest Road	1.21
Oakland Park	3705 Wilson Boulevard	0.92
Oakland Street Park	Arlington County Right-of-Way	0.08
Parkhurst Park	5820 20th Road North	3.42
Penrose Park	2200 6th Street South	2.01
Penrose Square	2597 Columbia Pike	0.41
Pimmit Run Fishing Access	4144 North Richmond Street	0.19
Powhatan Springs Park	6020 Wilson Boulevard	5.33
Prospect Hill Park	Army Navy Drive and South Lynn Street	0.47
Quincy Park	1021 North Quincy Street	12.84
Rhodeside Green Park	1631 North Rhodes Street	0.45
Rock Spring Park	5012 Little Falls Road	3.77
Rocky Run Park	1109 North Barton Street	2.96
Roslyn Highlands Park	1579 Wilson Boulevard	0.50
Sharp Park	6521 Williamsburg Boulevard	1.37
Shirlington Dog Park	2710 South Oakland Street	6.26
Shirlington Park	2601 South Arlington Mill Drive	5.14
Short Bridge Park	3920 Potomac Avenue	1.83
Slater Park	1837 North Culpeper Street	1.64
South Ives Street Park	2612 South Ives Street	1.15
Stratford Park	4321 Old Dominion Drive	3.45
Swanson Middle School	5800 Washington Boulevard	1.17
Thomas Jefferson Community Center	3501 2nd Street South	18.43
Thrifton Hill Park	2814 23rd Street North	8.64
Towers Park	801 South Scott Street	5.17
Triangle Park	3290 Fairfax Drive	0.19
Troy Park	2629 South Troy Street	2.98
Tuckahoe Park	2400 North Sycamore Street	12.25
Tyrol Hill Park	5101 7th Road South	3.36
Upper Pimmit Run Park	3815 North Dumbarton Street	2.15
Utah Park	3191 South Utah Street	4.22
Virginia Highlands Park	1600 South Hayes Street	19.74
Wakefield High School Park	4966 14th Street South	0.71
Walter Reed Community Center	2909 16th Street South	6.92

Park Name	Park Address	Approximate Size (Acres)
Westover Park	1001 North Kennebec Street	3.86
Windy Run Park	2420 North Kenmore Street	15.06
Woodlawn Park	1325 North Buchanan Street	3.24
Woodmont Center	2422 North Fillmore Street	3.32
Woodstock Park	2049 North Woodstock Street	1.27
Zachary Taylor Park	2900 Military Road	27.09
TOTAL ACRES		942.20

Note: The above List of Arlington County Parks includes 147 parks on County-owned land and nine (9) parks on privately owned land with public access easements but with park and recreation assets maintained by Arlington County Department of Parks and Recreation.

LIST OF ARLINGTON COUNTY PARK FACILITIES

Park Name	Park Address	Facility Type	Cartegraph ID No.
Alcova Heights Park	901 South George Mason Drive	Picnic Shelter	122
		Picnic Shelter	123
		Picnic Shelter	124
		Restroom Building	169
		Storage Building	249
Arlington Hall West Park	290 South Taylor Street	Gazebo	199
Arlington Mill Community Ctr.	909 South Dinwiddie Street	Fabric Shade Sail	220
Barcroft Park	4200 S. Four Mile Run Drive	Picnic Shelter	125
		Restroom/Concessions Building	161/270
		Restroom/Storage Building	173/242
		Press Box	251
		Press Box	252
		Press Box	253
		Press Box	254
		Storage Building	255
		Restroom Building	174
		Storage Building	184
		Storage Building	185
		Storage Building	187
		Storage Building	188
Benjamin Banneker Park	1680 North Sycamore Street	Storage Building	196
Big Walnut Park	1915 North Harrison Street	Gazebo	200
Bluemont Park	601 N. Manchester Street	Picnic Shelter	126
		Picnic/Restroom/Storage	170/245/246
		Restroom/Storage Building	175/244
		Storage Building	275
Bon Air Park	850 North Lexington Street	Picnic Shelter	127
		Restroom Building	171
		Storage Building	190
Butler Holmes Park	101 South Barton Street	Picnic Shelter	128
Carlin Hall Community Center	5711 4 th Street South	Storage Building	228
Charles A. Stewart Park	2400 North Underwood Street	Gazebo	201
Cherry Valley Park	1731 North Quincy Street	Covered Bench	129
Douglas Park	1718 South Quincy Street	Picnic Shelter	131
		Gazebo	204
Drew Park	2310 South Kenmore Street	Fabric Shade Sail	218

Park Name	Park Address	Facility Type	Cartegraph ID No.
Eads Park	2730 South Eads Street	Gazebo	132
Fairlington Community Center	3308 South Stafford Street	Gazebo	133
		Fabric Shade Sail	217
Fort Barnard Park	2101 South Pollard Street	Picnic Shelter	206
Fort C.F. Smith Park	2411 24th Street North	Cottage	279
		Storage Building	194
		Storage Building	195
Fort Scott Park	2800 Fort Scott Drive	Picnic Shelter	134
		Restroom/Storage Building	162/241
Gateway Park	Lee Highway and N. Lynn Street	Restroom Building	250
Glencarlyn Park	301 South Harrison Street	Covered Bench	135
		Picnic Shelter	136
		Picnic Shelter	137
		Storage Building	183
		Covered Bench	205
		Restroom Building	227
Greenbrier Park	2700 North Greenbrier Street	Restroom Building	179
		Press Box	256
		Press Box	257
		Press Box	258
		Concessions Building	259
Gulf Branch Nature Center	3608 Military Road	Storage Building	230
		Log Cabin	276
		Blacksmith Shop	277
Gunston Park	1401 28th Street South	Picnic Shelter	138
		Storage Building	232
		Restroom Building	280
Hayes Park	1516 North Lincoln Street	Picnic/Restroom/Storage Bldg.	139/236/237
Henry Clay Park	3011 7th Street North	Gazebo	140
Henry Wright Park	4350 4th Street North	Picnic Shelter	207
High View Park	1945 North Dinwiddie Street	Picnic Shelter	141
		Restroom Building	163
		Storage Building	281
James Hunter Park	1230 North Hartford Street	Fabric Shade Sail	216
James W. Haley Park	2400 South Meade Street	Gazebo	208
Jennie Dean Park	3630 27th Street South	Picnic Shelter	142
		Picnic/Restroom/Storage Bldg.	145/238/239
		Press Box	260

Park Name	Park Address	Facility Type	Cartegraph ID No.
Kenmore Middle School		Restroom/Storage Building	172/243
Lacey Woods Park	1200 North George Mason Drive	Picnic/Restroom Building	143/144
		Picnic Shelter	247
Long Bridge Park	475 Long Bridge Drive	Restroom Building	224
		Restroom Building	225
		Storage Building	226
Lubber Run Park	300 North Park Drive	Picnic Shelter	146
		Restroom Building	177
Lyon Village Park	1800 North Highland Street	Picnic Shelter	147
		Fabric Shade Sail	223
Madison Manor Park	6225 12th Road North	Picnic Shelter	148
		Covered Bench	149
		Restroom/Storage Building	164/248
Nauck Park	2551 19th Street South	Restroom Building	160
Oak Grove Park	4012 17th Street North	Gazebo	211
Parkhurst Park	5820 20th Road North	Gazebo	212
Penrose Park	2200 6th Street South	Picnic Shelter	150
Powhatan Springs Park	6020 Wilson Boulevard	Shade Structure	151
		Restroom Building	176
		Park Ranger Station	193
Quincy Park	1021 North Quincy Street	Picnic Shelter	152
		Storage Building	191
		Storage Building	192
		Press Box	261
Rocky Run Park	1109 North Barton Street	Restroom Building	165
		Storage Building	166
Shirlington Park	2601 South Arlington Mill Drive	Covered Bench	209
Towers Park	801 South Scott Street	Storage Building	180
		Picnic Shelter	213
		Covered Bench	221
Tyrol Hill Park	5101 7th Road South	Picnic Shelter	153
		Picnic/Restroom Building	282
Utah Park	3191 South Utah Street	Picnic Shelter	154
		Storage Building	189
		Gazebo	214
Virginia Highlands Park	1600 South Hayes Street	Picnic Shelter	155
		Gazebo	156
		Restroom Building	167

Park Name	Park Address	Facility Type	Cartegraph ID No.
Virginia Highlands Park		Storage Building	181
		Storage Building	182
Wakefield High School Park	4966 14th Street South	Storage Building	229
Westover Park	1001 North Kennebec Street	Picnic Shelter	157
		Restroom/Storage Building	168/233
Williamsburg Middle School	3600 North Harrison Street	Storage Building	231
Woodmont Center	2422 North Fillmore Street	Gazebo	158
Zachary Taylor Park	2900 Military Road	Covered Bench	219

**LIST OF ARLINGTON COUNTY PARK FACILITIES
MAINTAINED BY OTHERS AND NOT PART OF THIS WORK**

Park Name	Park Address	Facility Type	Cartegraph ID No.
Arlington Mill Community Center	909 S. Dinwiddie Street	Community Center	115
Aurora Hills Community Center	735 18 th Street South	Community Center	113
Barcroft Sports and Fitness Center	4200 S. Four Mile Run Drive	Sports and Fitness Center	120
Barcroft Park – Tucker Field	4240 S. Four Mile Run Drive	GWU Clubhouse	283
		Press Box/Concessions Bldg.	186/272/273
Carlin Hall Community Center	5711 4 th Street South	Community Center	119
Carver Community Center	1415 S. Queen Street	Community Center	111
Charles Drew Community Center	3500 23 rd Street South	Community Center	121
Dawson Terrace Community Center	2133 N. Taft Street	Community Center	118
Fairlington Community Center	3308 S. Stafford Street	Community Center	114
Fort C.F. Smith Park	2411 24 th Street North	Hendry House Rental Facility	178
		Tractor Barn/Visitor Center	278
Glencarlyn Park	301 South Harrison Street	Long Branch Nature Center	198
Gulf Branch Nature Center	3608 Military Road	Nature Center	102
Gunston Community Center	2700 S. Lang Street	Community Center	110
I-66 Parking Garage	Arlington County R.O.W.	Parking Garage	--
Langston Brown Community Center	2121 N. Culpeper Street	Community Center	108
Lee Community Center	5722 Lee Highway	Community Center	107
Lubber Run Amphitheater	200 N. Columbus Street	Amphitheater	--
Lubber Run Community Center	300 N. Park Drive	Community Center	109
Madison Community Center	3829 N. Stafford Street	Community Center	101
Parks Operations Building	2700 S. Taylor Street	Maintenance and Operations	274
Thomas Jefferson Community Center	3501 2 nd Street South	Community Center	116
Walter Reed Community Center	2909 16 th Street South	Community Center	117

**EXHIBIT B
Cost Pricing**

Labor Categories	Hourly Rate
Principal	\$175.00
Project Manager	\$135.00
Project Engineer	\$115.00
Developer	\$115.00
Clerical Staff	\$60.00
Administrative	\$90.00

Phase I: Kick-Off, Review, and Life Cycle Assessment Methodology Finalization for Arlington County Park and Recreation Assets.							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Kick-Off & Review	2	4					\$890.00
Methodology Finalization	20	32					\$7,820.00
Asset Priority Index			8				\$1,080.00
FCI for county Assets			10		20		\$3,650.00
Planning			10		20		\$3,650.00
Establish cartograph links			20		30		\$6,150.00
Phase I TOTAL PROPOSED COST							\$23,240.00

Phase II: Analysis and Benchmarking of Best Practices of Similar Parks and Recreation Agencies							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Benchmark			20	20	40		\$9,600.00
Two (2) presentations			25	40		10	\$8,875.00
Phase II TOTAL PROPOSED COST							\$18,475.00

For Phases III & IV, costs for completing individual parks shall follow the following:

Park Size Range	Number of Parks in	Individual Park Cost	Extended Cost
0-2 Acres	73	\$2,200.00	\$160,600.00
2-5 Acres	36	\$2,900.00	\$104,400.00
5-10 Acres	16	\$3,100.00	\$49,600.00
10-20 Acres	15	\$3,200.00	\$48,000.00
20-40 Acres	8	\$5,354.00	\$42,832.00
40+ Acres	3	\$7,982.00	\$23,946.00
i-66 parking garage	1	\$3,796.00	\$3,796.00
Total	151		\$433,174.00

Phase III: Conduct Assessment of Assets at Five (5) Arlington County Parks and Submit Assessment Reports							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Project Management	8	16					\$3,560.00
Assessment of Assets at Five (5) Arlington Parks		8		20	20	8	\$6,400.00
Assessment Report for Five (5) Arlington County Parks		8		40	40	8	\$11,000.00
Phase III TOTAL PROPOSED COST							\$20,960.00

Phase IV: Inventory and Evaluation of Park and Recreation Assets by Category and Condition							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Monthly In-Process Review Meetings	20	100					\$17,000.00
Project Management	20	60					\$11,600.00
Inventory and Evaluation of Park and Recreation Assets by Category and Condition			42	1200	200	86	\$179,030.00
Playground Safety				22			\$2,530.00
i-66 parking garage				16			\$1,840.00
Phase IV TOTAL PROPOSED COST							\$212,000.00

Phase V: Analysis of Park and Recreation Asset Condition Assessment Information							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Prioritized Deficiency Rating Summary for Park and Recreation Assets by Classification		40	100	1660		35	\$217,100.00
i-66 parking garage				16			\$1,840.00
Phase V TOTAL PROPOSED COST							\$218,940.00

Phase VI: Preparation of Park and Recreation Asset Condition Report							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Final Condition Asset Report for each Arlington County Park		89		150		55	\$34,215.00
FCI for county Assets		20			40		\$7,300.00
Prepare Final Findings and Strategy		40		20	20		\$10,000.00
Phase VI TOTAL PROPOSED COST							\$51,515.00

Phase VII: Preparation of Asset Condition Assessment Information for Integration into Cartegraph							Cost
	Principal	Project Manager	Project Engineer	Developer	Clerical Staff	Administrative	
Parks and Rec. Asset Info. Upload to Cartograph		10			30		\$4,800.00
Provide Asset Information			40		40		\$9,200.00
Phase VII TOTAL PROPOSED COST							\$14,000.00
TOTAL PROJECT COST							\$559,130.00

OPTIONAL AND ADDITIONAL SERVICES IF REQUESTED	Cost
Additional Presentations to County Management and/or Staff	\$5,000

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **Bureau Veritas Technical Assessments, LLC** ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. **20-018-RFP** (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

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

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

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

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work

site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

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

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

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

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

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

Authorized Signature:  _____

Printed Name and Title: Matthew Munter, PE; EVP

Date: 4/3/2020