



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

CONTRACT AWARD COVERPAGE

TO: MTF A ARCHITECTURE, PLLC
3200 LEE HIGHWAY
ARLINGTON, VA 22207

DATE ISSUED: JUNE 18, 2022
CONTRACT NO: 22-DES-RFP-19g
CONTRACT TITLE: A/E MULTI-DISCIPLINARY SERVICES

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

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DES-RFP-19g including any attachments or amendments thereto.

EFFECTIVE DATE: JULY 1, 2022

EXPIRES: JUNE 30, 2023

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

COMMODITY CODE(S): 90610, 92517, 92546

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DES-RFP-19g

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Michael T Foster

VENDOR TEL. NO.: (703) 524-6616

EMAIL ADDRESS: michaelf@mtfa.net

COUNTY CONTACT: Cynthia Wilson (DES-FD&C)

COUNTY TEL. NO.: (703) 228-4438

COUNTY CONTACT EMAIL: cwilson@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: July 5, 2022

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

AGREEMENT NO. 22-DES-RFP-19g

THIS AGREEMENT is made, on 7/5/2022, between **MTFA Architecture, PLLC** 3200 Lee Highway, Arlington, Virginia 22207 (“Contractor”) a Virginia limited liability company to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia (“County”)**. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Services
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – Contractor COVID-19 Vaccination Certification
- Exhibit E – Contractor COVID-19 Vaccination Quarterly Compliance Certification

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

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide architectural and engineering (A/E) services. 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 July 1, 2022 and must be completed no later than June 30th 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from July 1, 2023 to June 30, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

Individual task orders issued in the final year of the Contract may extend beyond this date and may terminate independently of the Main Agreement.

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

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until June 30, 2023 ("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 90 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 months of statistics available at the time of the Contract's renewal.

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 not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

The Agreement rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire task order term, including task order with option years.

7. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Building Design-Vertical Infrastructure Standards, the Arlington County DES Construction Standards and Specifications, the

Arlington County Zoning Ordinance, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements. If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

8. STANDARD OF CARE

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

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

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

9. NOT-TO-EXCEED PROJECT COST

The County will provide the Contractor with a description of the project scope of work, including information on functions, space requirements, special features, aesthetic requirements and authorized square footage and a "Design-Not-to-Exceed" construction budget.

The Contractor will submit a cost estimate with each design phase submittal. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor will notify the County within five business days of the issue becoming apparent and will, at no additional cost to the County, work with the County to redefine the design concepts (such as space, project size, utilization, building efficiencies and materials of construction) so that the estimated cost of construction does not exceed the construction budget.

The Contractor will provide to the County a final cost estimate that will be used by the County when obtaining construction bids ("Not-to-Exceed Project Cost"). If the lowest competitive bid exceeds the Not-to-Exceed Project Cost by more than 5% and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor must revise the construction drawings and specifications at no additional cost to the County for a re-bid that will result in construction bids that fall within the Not-to-Exceed Project Cost.

10. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 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.

11. ADJUSTMENTS FOR CHANGE IN SCOPE

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

12. REIMBURSABLE EXPENSES

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

13. * 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.

14. * NON-APPROPRIATION

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

15. 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).

16. * 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.

17. 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.

18. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability 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.

19. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

20. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

21. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual

harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

22. SAFETY

The Contractor must ensure that it and its employees and 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.

23. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

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

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

For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

24. TERMINATION

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

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

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

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

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

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

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

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

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its 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.

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

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

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

27. COPYRIGHT

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

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.

28. OWNERSHIP OF WORK PRODUCT

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

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

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

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

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

29. 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 C) 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 federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations 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. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, 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 intended or 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).

30. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or 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.

31. * COUNTY EMPLOYEES

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

32. FORCE MAJEURE

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

33. * AUTHORITY TO TRANSACT BUSINESS

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

34. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or 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.

35. ANTITRUST

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

36. REPORT STANDARDS

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

Whenever possible, reports must comply with the following guidelines:

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

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

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

38. ASSIGNMENT

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

39. AMENDMENTS

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

40. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

41. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 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.

42. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

43. ARBITRATION

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

44. NONEXCLUSIVITY OF REMEDIES

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

45. NO WAIVER

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

46. SEVERABILITY

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

47. * ATTORNEY'S FEES

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

48. SURVIVAL OF TERMS

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

49. HEADINGS

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

50. AMBIGUITIES

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

51. NOTICES

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

TO THE CONTRACTOR:

Michael T Foster
3200 Lee Highway
Arlington, Virginia 22207
Email: michaelf@mtfa.net
Tel: 703-524-6616

TO THE COUNTY:

Cynthia Wilson, Project Officer
DES – Facilities Design & Construction
1400 N. Uhle Street, Suite 403
Arlington, Virginia 22201
Email : cwilson@arlingtonva.us
Tel.: 703-228-4438

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

52. ARLINGTON COUNTY BUSINESS LICENSES

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

53. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

54. LIMITED ENGLISH PROFICIENCY

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

55. ACCESSIBILITY OF WEB SITE

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

56. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance.

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

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

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

57. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

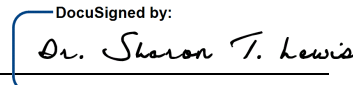
58. COUNTERPARTS

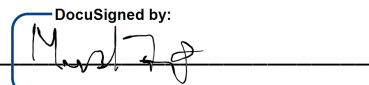
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MTFA ARCHITECTURE, PLLC

AUTHORIZED SIGNATURE: 
DocuSigned by:
89B86B1AD301462...

AUTHORIZED SIGNATURE: 
DocuSigned by:
2BB2A4AD024C4EC...

NAME: Dr. Sharon T. Lewis

NAME: Michael T Foster

TITLE: Purchasing Agent

TITLE: Principal

DATE: 7/5/2022

DATE: 7/5/2022

SCOPE OF SERVICES

During the Contract Term, the County will identify various projects for which services will be required under this Contract. Work for any given task order may include one or more tasks as well as any combination/sequence of tasks identified below. Task orders may include coordination with departments internal to Arlington County Government and may also involve presentations and meetings with citizen groups and review authorities external to County Government. Work will be performed primarily on County owned / leased buildings, or potential purchase or lease buildings.

A. TASK ORDER SCOPE OF WORK

When the need for professional services arises, a scope of work will be prepared by the County to specify the services required, to identify the criteria, limitations and parameters for the services and to describe the work product(s) expected of the Contractor. The scope may range from general to specific and will usually reference any related requirements. The Contractor's work and instructions to the potential general contractors shall follow the requirements of the Arlington County Construction General Conditions, current version as of the performance of work.

The work under this contract may be initiated by one of several Arlington County Project Officers. The Project Officer must create a separate Purchase Order ("PO") containing a memorandum rationalizing the task order award decision for each task order. The Contractor shall not initiate the work prior to issuance of a valid County Purchase Order (PO).

B. PROFESSIONAL SERVICES

The architectural, civil, structural, mechanical, electrical and telecommunications portions of the task order shall be planned and designed by, or under the immediate supervision of, a licensed architect or engineer who has expertise in the particular discipline involved. Where the Contractor chooses to subcontract a part of the Work, the Contractor shall employ an associate or consulting architectural or engineering firm with the requisite expertise to provide the required services. The County must approve any consultants, associates, or subcontractors proposed by the Contractor during the task order selection process to be part of the Contractor's team. The Contractor shall be solely responsible for any Work performed under this Contract by its consultants, associates or subcontractors.

In each assigned task order the Contractor shall:

1. Furnish preliminary studies, sketches, and layout plans and reports (including cost estimates) of proposed task orders and all structures, utilities, and other items appurtenant thereto. The number of copies of the preliminary documents to be furnished to the County, and the time for review by the County, will be specified in each task order assignment.
2. Furnish the number of final sets, interim sets, and copies of the work specified in each task order.
3. Assure complete, competent, properly coordinated, and thoroughly checked design documents.
4. Perform specific tasks and provide applicable drawings, maps, illustrations, and other necessary data as specified in each task order assignment.

C. POTENTIAL TASKS

The Contractor will be responsible for recommending specific actions to the County Project Officer, but the final decision in regard to the action taken will belong to the County.

1. For Architectural and related multi-disciplinary services Specialization Area, the Work may include the following tasks:

a. COMMUNITY PROCESS:

- i. Meet with the community to develop program and functional project requirements. Meetings are generally conducted during weekday evenings, but Saturday meetings may be required. The number of meetings will be dependent on task order size and scope.
- ii. Facilitate the community outreach meetings; prepare meeting summaries and other information as requested by the County. The meetings and all generated materials shall be accessible or distributed to the public by the County in person or through the project internet site.

b. FUNCTIONAL PROGRAM:

Coordinate the collection of program data developed by the County in accordance with the task order requirements provided by the County, with input from the community regarding the project and proposed site. The data shall be organized into a cohesive, comprehensive and simple document that will be available to the community for review and comment, as required by the County.

c. SITE AND EXISTING DATA:

Provide an engineering site survey of all existing improvements, utilities, principal vegetation and contours at no more than 2 feet intervals. This survey shall be coordinated with the Arlington County Engineering Bureau to identify any planned changes in the utilities serving or passing through or adjacent to the site.

d. SITE ANALYSIS:

Conduct a site analysis based upon the data gathered in accordance with requirements provided by the County and refine the data into a proposed site plan and supporting documentation sufficient to meet the County expectations outlined in the scope of work of each task order.

e. PROJECT PHASING PLAN:

Study the available data and propose a project phasing plan that reflects the program needs and schedule. In developing the plan, the Contractor shall consider, at a minimum, seasons of the year, demolition (if necessary), County

schedule, availability of space, continuation of programs, and other applicable factors.

f. ESTABLISHING ENVIRONMENTAL PERFORMANCE STANDARDS USING LEED, ILFI or VIRIDIANT EARTHCRAFT RATING SYSTEM TARGETS:

- i. Assist the County in the development of project registration for environmental performance standards, such as the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the International Living Future Institute (ILFI) or Viridiant Earthcraft certifications or review work prepared by others to ensure that the required project certification is achieved.
- ii. Meet with the County early in the design process to discuss and identify the environmental performance certification target appropriate to the project. This discussion shall focus on achieving compliance with the current County Sustainability standards.
- iii. Maintain an electronic file of the project sustainability target and all subsequent supporting data suitable for submission to achieve certification at project closeout.

g. DESIGN PHASE SERVICES:

- i. Provide Design and engineering services for each phase of the project (concept, schematic, design development, construction documents and contract documents). The design shall be developed using computer-based architectural depictions of each phase of the project and a narrative describing the project in sufficient detail for community and County Board review.
- ii. Present this design at up to six (6) public or review meetings and make subsequent refinements as required by the County. The design proposal shall be accompanied by project cost estimates for all phases.
- iii. Submit design phase drawings to the County electronically in either AUTODESK- AutoCAD (for 2D drawing documents), AUTODESK-Revit (FOR 3D drawing documents), and PDF format. Utilize Revu BlueBeam or approved comparable software for transferring or transmitting documents.

h. BID PHASE SERVICES:

- i. Provide electronic bid documents (to include, at a minimum, project drawings, specifications and pricing sheet) in a read-only format that is readily usable by the County and by all bidders.
- ii. Assist the County in issuing amendments to the solicitation, as appropriate, to interpret, clarify, or define the requirements of the bid documents. All amendments shall be approved and issued by the County.
- iii. Consult with and advise the County during bid review in regard to the qualifications of the potential general contractor and reasonability of bid prices.
- iv. Assist the County in negotiating with the lowest responsive and responsible bidder. When the lowest responsive and responsible bid exceeds the budgeted project cost, the Contractor shall assist the County in negotiating with the low bidder and/or modify the bid documents, as appropriate, for reissuing the Invitation to bid. If the County decides to negotiate with the low bidder to

obtain a price acceptable for award of construction contract, the Contractor shall also prepare the modifications to the drawings, details, materials, equipment and specifications to document the changes made to the Bid Documents.

i. CONSTRUCTION ADMINISTRATION:

- i. Attend bi-weekly progress meetings and other meetings as required by the County Project Officer to represent the County during project phase
- ii. Prepare reports from observations regarding constructability and design issues
- iii. Respond to the general contractor's requests for information
- iv. Provide the County with all necessary information to interpret the Contract Documents
- v. Prepare any necessary field orders and Construction Change Directives.
- vi. Review proposed change orders submitted by the general contractor for completeness and reasonableness of the scope of work and pricing, and provide recommendations to the County Project Officer
- vii. Review shop drawings and submittals required from the general contractor and review and approve or reject with comments, as appropriate
- viii. Ensure that project construction complies with the Contract Documents
- ix. Review the general contractor's requests for payments and recommend action to the County Project Officer

j. CONSTRUCTION VISITS, INSPECTION, AND CLOSEOUT SERVICES:

- i. Attend site observation visits of ongoing construction at intervals outlined in the scope of work of each task order to evaluate the progress and quality of various aspects of the general contractor's work. Based on information obtained during such visits, the Contractor shall keep the County informed of the general progress of the work in relation to the overall schedule and alert the County of any potential issues or delays.
- ii. During its site visits and based on its observation during such visits, the Contractor may disapprove or reject the General Contractor's work, or any portion thereof, while the work is in progress if the Contractor believes that such work does not conform to the Contract Documents, including approved shop drawings or other submittals. The Contractor shall document the defective work in writing and notify the County Project Officer immediately.
- iii. Observe commissioning of work performed by others for quality assurance.
- iv. Prior to scheduling a substantial completion inspection, verify in writing that the project is, in fact, ready for such inspection.
- v. During substantial completion inspection, document all defective work as punch list items.

k. POST-CONSTRUCTION SERVICES:

- i. Conduct a final completion walk-through inspection with the general contractor and County representatives to verify completion of the punch list items and to assess the completeness of the work.
- ii. Where applicable, provide final documentation submission to support an application to the USGBC to seek an LEED rating for the project, in sufficient detail to obtain the sought LEED certification.

- iii. Review closeout documents, such as maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals which are to be assembled by the General Contractor for accuracy and completeness in accordance with the Contract Documents.
 - iv. Accept some portion of the general contractor's work and reject others or accept some or all of the work subject to certain conditions. Written notice shall be provided to the County and general contractor of the results of such final punch list inspections.
 - v. Receive the as-built drawing mark-ups required from the general contractor to prepare the record as-built drawings. The Contractor shall submit record drawings to the County electronically in AUTODESK- AutoCAD (for 2D drawing documents), and PDF format.
- l. SPACE PLANNING:
- i. Evaluate existing spaces and prepare new space plans based on the County's needs assessment.
 - ii. Coordinate the task order scope of work, schedule, and cost with the County based on the County's needs and budget.
 - iii. When specifying new equipment, ensure that the space, weight and other parameters are analyzed in accordance with County Standards.
- m. COST ESTIMATING:
- i. Prepare cost estimates for the project.
 - ii. Provide revised cost estimates based on alternative design solutions.
- n. PEER REVIEW OF CONSTRUCTION DOCUMENTS:
- i. Review construction documents prepared by others to determine their accuracy and completeness in order to minimize changes to the Contract during the bidding and construction phases.
 - ii. Identify constructability issues and offer solutions to ensure adequacy of the project for its intended use.
 - iii. Prepare comments and provide marked up documents to support findings and present findings at meetings as required by the County Project Officer.
- o. FEASIBILITY STUDIES:
- i. Conduct investigation of buildings and/or sites to determine the feasibility for use with respect to a proposed project.
 - ii. Perform testing as required by the County to determine the viability of use.
 - iii. Prepare a report and supplemental documentation to support the findings and present them to the County Project Officer.
- p. CODE ANALYSIS:
- i. Analyze existing conditions or new building parameters for use in developing code compliance strategies
 - ii. Conduct code research and consult with applicable local building code enforcement agency to develop strategy for compliance.

- iii. Document decisions of the local building code agency and prepare code analysis sheets to support decisions, to include narrative for all disciplines. Text and drawings with symbols shall be used to representing findings.
 - iv. Submit all necessary project documentation to the local building code enforcement agency for review and approval.
 - v. Attend code analysis meetings for projects, as required by the County Project Officer, and submit additional information as required to ensure project complies with codes.
 - vi. Conduct independent review of buildings to confirm code compliance.
- q. BUILDING ENVELOPE ANALYSIS:
- i. Analyze existing conditions and new building requirements for constructability, moisture infiltration, noise and other pertinent parameters.
 - ii. Visit the site and test conditions for each project, using modeling of existing or new conditions to evaluate the potential scenarios.
 - iii. Prepare documentation to address findings, referencing applicable technical and/or practical standards, and present them to the County Project Officer.
- r. PROJECT INTERNET SITE:
- i. Provide technical expertise to develop and maintain project-specific internet site.
 - ii. Follow the County's requirements regarding format and structure.
 - iii. Provide appropriate links to County and community web sites.
 - iv. Allow different levels of access to enable management coordination and storage of information.
- s. GEOTECHNICAL ANALYSIS:
- i. Conduct surveys and take borings and test soils from identified sites, as required for completion of general contractor's work assigned.
 - ii. Develop documentation reflecting the site conditions that lead to a geotechnical analysis of the site to accept new structures.
- t. MASTER PLAN:
- i. Prepare Master Plans for sites with multiple uses.
 - ii. Coordinate and resolve issues with various government and community agencies, as required by the project.
 - iii. The Master Plan may be County-wide or site specific, and include one or more County sites, community, and private entity locations.
- u. SURVEY QUESTIONNAIRE:
- i. Develop and distribute questionnaire(s) to County stakeholders regarding forthcoming project issues, as specified by the County Project Officer.
 - ii. Conduct meetings with County Staff and community to determine structure of and questions for survey.
 - iii. Prepare questions, formatting, printing, distribution and collection of surveys.

v. SCHEDULING:

- i. Develop and track the progress of projects through schedule software, such as Microsoft Project or Primavera Project Scheduler, and develop multiple scheduling scenarios, as needed, based on availability of resources.

w. HISTORIC PROPERTIES ASSESSMENT:

- i. Assess historic buildings for relative importance in history, physical condition, proposed use and mandated code requirements.
- ii. Recommend appropriate treatment (preservation, rehabilitation, restoration or reconstruction) based on the Secretary of the Interior's Standards for the Treatment of Historic Structures and all other applicable laws and regulations.

x. BUILDING ASSESSMENT:

- i. Assess existing architectural conditions of identified structures to determine the extent of work that needs to be performed.
- ii. Prepare narrative reports that reference applicable technical and/or practical standards, with pictures and cost estimates to establish renovation budgets.

D. QUALITY CONTROL / QUALITY ASSURANCE

The Contractor shall be responsible for the professional and technical accuracy and coordination of all designs, drawings, specifications, cost estimates, and other work or materials furnished. The Contractor shall perform a Quality Assurance review of all documents prior to submittal to the County.

The following checklists and guidance for QA/QC reviews and coordination of plans and specifications shall be followed:

1. The working drawing documents submitted shall represent a reasonable and cost effective architectural and engineering solution for the scope of work and construction budget in the contract. All work must conform to current criteria, guides, codes and standards established by the County to good architectural and engineering practices.
2. All elements of submissions shall be checked by the Contractor, not by persons preparing the materials and by professional personnel trained in that specific discipline.
3. The Contractor shall be responsible for the technical accuracy and coordination of all designs, drawings and specifications. This includes overlaying the plans to coordinate the locations of work in the various disciplines. The intersections of components of various disciplines shall be checked for conflicts and to assure that adequate space exists for the material to be installed where shown on the documents.
4. The Contractor shall perform a quality assurance review for both the technical accuracy and discipline coordination. Such items as section, detail, and note references to other sheets, major dimensions, and equipment locations shall be checked. The Contractor shall verify that all equipment is correctly identified the same way on all sheets and in the specifications.
5. Sections, details and dimensions must be in sufficient quantity, clarity and detail to allow the bidder to understand what is expected, to complete takeoffs of material types and quantities,

and to prepare shop drawings and execute of the construction. This particularly applies to stairs, special connections to framing, typical details of system interfaces, flashings for roofs and walls, and similar building features.

6. The first sheet of the plans and specifications submitted to the County for working drawings review shall contain the following statement signed by Contractor's responsible staff: "A Quality Control/Quality Assurance check has been made on this project's documents and corrections have been made. The undersigned states that these plans and specifications submitted for review are complete."

E. TASK ORDER ASSIGNMENT PROCEDURE FOR ARCHITECTURAL, CIVIL, GEO-TECHNICAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND TELECOMMUNICATION SERVICES

The Task Order Work assignments performed under these Contracts will be determined as follows:

1. For task order work assignments where the projected fee for all work associated with that particular task order is less than \$500,000, task orders will be assigned in rotation established by rank order of Contractors per Specialization Area in the evaluation of this RFP.
2. For task order work assignments where the projected fee for all work associated with that particular work is \$500,000 or greater, the County will solicit proposals from the Contractors in the appropriate Specialization Area as a result of this RFP and select the Contractor on the basis of the proposals.
3. For each assigned task order, the County Project Officer will provide the selected Contractor with a scope of work for the assignment, a listing of the deliverable items, the required completion date, and any other documents that may be available and relevant to the requested work.
4. The selected Contractor must submit a proposal for the work within ten (10) calendar days of receiving the scope of work, provide a description of its proposed method of completing the work, identify and provide resumes of the staff proposed to be used in performance of the work on the assignment, and provide a binding milestone schedule to complete the work.

The selected Contractor also must prepare a not-to-exceed cost proposal (either time and materials or lump sum, as specified by the County) using the fully burdened hourly rates identified in the Contract, identifying the required tasks and the estimated number of hours necessary to complete the assignment. If the price proposal is unacceptable, the County will negotiate with the Contractor, and if no agreement is reached, the County will request a price proposal from the next best qualified Contractor, for task orders between \$500,000 and \$1,000,000, or the next Contractor in rotation who has not exceeded the specified percentage in design fees awarded by the County for the particular group, for task orders under \$500,000.

No additional compensation will be paid for work on the assigned task order, unless approved in writing by the County Project Officer. The not-to-exceed amount will include all the Contractor's fees, expenses and profit.

5. To maintain equity among Contractors, the County will pass over any Contractor in rotation that has received more than the following percentage of the total fees awarded by the County to all Contractors in a particular Specialization Area as a result of this RFP:
 - a. Architectural and related multi-disciplinary services - 35%;
 - b. Mechanical, Electrical and Plumbing (MEP) Engineering and related multi-disciplinary services – 50%; and
 - c. Civil, Geo-technical, Structural Engineering and related multi-disciplinary services – 70%.

6. Records of the Contractor rotation and total fees and percentage values will be maintained by the Bureau Chief of the County's Facilities Design and Construction Bureau. The County will provide to any Contractor, upon request, the values of awards made to individual Contractors since the initial award.

Arlington County Hourly Rates
22-DES-RFP-19 A/E Discipline

ARCHITECTURAL SERVICES:	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
MTFA Architecture		167.33%		
Partner/Principal (LEED)	76.92	128.71	20.56	226.19
Project Manager -Senior Architect (LEED)	71.15	119.06	19.02	209.23
Project Architect	59.93	100.28	16.02	176.23
Project Designer	51.44	86.07	13.76	151.27
Senior Interior Designer (LEED)	53.85	90.11	14.40	158.36
Interior Designer	46.88	78.44	12.53	137.85
Specification Writer (LEED)	64.42	107.79	17.23	189.44
CAD Operator	43.27	72.40	11.57	127.24
Administrative/Clerical	27.40	45.85	7.33	80.58
MEP ENGINEERING:	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
2RW Consultants Inc		139.00%		
Principal	73.46	102.11	17.56	193.13
Project Manager	62.50	86.88	14.94	164.31
Senior Mechanical Engineer (LEED)	52.52	73.00	12.55	138.08
Mechanical Engineer	40.37	56.11	9.65	106.13
Senior Electrical Engineer (LEED)	52.06	72.36	12.44	136.87
Electrical Engineer	42.03	58.42	10.05	110.50
CADD Operator	35.50	49.35	8.48	93.33
Administrative	31.55	43.85	7.54	82.94
CIVIL ENGINEERING:	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
Gordon		213.50%		
Project Manager -Senior Engineer	60.10	128.30	18.84	207.24
Project Engineer	48.46	103.45	15.19	167.10
Engineer	43.99	93.91	13.79	151.69
Designer	40.68	86.84	12.75	140.28
CADD Operator	36.90	78.77	11.57	127.24
Project Surveyor	45.08	96.24	14.13	155.45
Survey Computer	40.88	87.27	12.82	140.97
Survey Crew Chief	38.62	82.45	12.11	133.17
Survey Crew Technician	20.00	42.70	6.27	68.97
Administrative/Clerical	24.00	51.24	7.52	82.76
STRUCTURAL ENGINEERING:	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
Linton Engineering		107.00%		
Senior Project Manager	86.54	92.95	17.95	197.44
Project Manager	66.35	71.27	13.76	151.37
Senior Engineer	54.07	58.08	11.22	123.37
Design Engineer	41.07	44.11	8.52	93.69
CAD Operator	40.62	43.64	8.43	92.69
Administrative/Clerical	40.00	42.97	8.30	91.26

Arlington County Hourly Rates
22-DES-RFP-19 A/E Discipline

GEOTECHNICAL ENGINEERING:				
ECS Mid-Atlantic LLC	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
		185.56%		
Geotechnical Sr Engineer	79.75	147.54	22.73	250.02
Geotechnical Sr Project Manager	63.82	118.07	18.19	200.08
Geotechnical Project Manager	44.65	82.60	12.73	139.98
Sr Field Technician	39.88	73.78	11.37	125.02
Field Technician	36.78	68.04	10.48	115.31
CAD Operator	28.72	53.13	8.19	90.04
Administrative/Clerical	20.80	38.48	5.93	65.21
LANDSCAPE ARCHITECT:				
LSG Landscape Architecture	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
		231.77%		
Project Director/Principal	84.41	195.64	28.01	308.06
Principal Designer/Principal	84.41	195.64	28.01	308.06
Sr Landscape Architect	48.08	111.43	15.95	175.46
Project Manager	35.10	81.34	11.64	128.08
Landscape Architect	28.32	65.63	9.39	103.34
COST ESTIMATING:				
RW Brown & Associates	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
		103.80%		
Senior Cost Estimator	69.00	71.63	14.06	154.70
Cost Estimator	58.00	60.21	11.82	130.04
LEED SUSTAINABILITY:				
Sustainable Building Partners	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
		131.10%		
Director of Building Performance	78.61	103.08	18.17	199.86
Building Performance Manager	59.62	78.18	13.78	151.58
Building Performance Engineer	39.28	51.51	9.08	99.87
Sustainable Program Manager	58.50	89.82	15.83	174.16
Sustainable Program Specialist	43.27	56.74	10.00	110.01
Sustainable Program Analyst	40.87	53.59	9.45	103.91
Commissioning Team Manager	67.31	88.26	15.56	171.13
Sr. Commissioning Engineer	55.29	72.50	12.78	140.57
Commissioning Engineer	51.68	67.77	11.94	131.39
IT/AV CONSULTING:				
Shen Milsom & Wilke	Base Rate	Overhead Rate	Profit (10%)	Fully Loaded Rate
		187.00%		
IT/AV Engineer	71.25	133.06	20.43	224.74
IT/AV Project Manager	57.56	107.49	16.51	181.56
IT/AV Technician	38.26	71.45	10.97	120.68
Drafting Support	31.82	59.42	9.12	100.37

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of MTFA Architecture (“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. 22-DES-RFP-19 (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; 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 encryption, 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, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and 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, information security, disaster recovery and other 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.

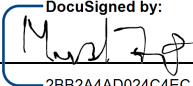
Authorized Signature:  _____
Printed Name and Title: Michael T Foster Principal
Date: 7/5/2022 _____

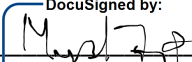
EXHIBIT D

CONTRACTOR COVID-19 VACCINATION CERTIFICATION

I hereby certify that all MTFA Architecture (Contractor Name) employees and subcontractors who will be working on Contract No. 22-DES-RFP-19 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: 7/5/2022

Signature:  _____

Printed Name: Michael T Foster

Title: Principal

EXHIBIT E

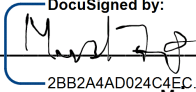
CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

I hereby certify that all MTFA Architecture (Contractor Name) employees and subcontractors working on Contract No. 22-DES-RFP-19 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: 7/5/2022

Signature:  _____
2BB2A4AD024C4EC...

Printed Name and Title: Michael T Foster, Principal

Company Name: MTFA Architecture

Company Address: _____