NOTICE OF AWARD OF CONTRACT

TO: AECOM SERVICES, INC.
3101 WILSON BOULEVARD, SUITE 900
ARLINGTON VA 22201

DATE ISSUED: FEBRUARY 28, 2011
CURRENT REFERENCE NO: 137-11-3
CONTRACT TITLE: CONSTRUCTION MANAGEMENT SERVICES
PRIOR REFERENCE NO: 118-10-3

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MARCH 1, 2011 and expires on FEBRUARY 29, 2012.

This is the FOURTH year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 400-07-3, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO ATTACHED AMENDED EXHIBIT B

ATTACHMENTS:
AGREEMENT NO. 400-07-3 AND AMENDMENT NO. 4

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

VENDOR CONTACT: MARK BALLARD  VENDOR TEL. NO.: 703-682-4900
VENDOR PAYMENT TERMS: NET 30 DAYS  VENDOR FAX. NO.: 703-682-4901
TAX IDENTIFICATION NUMBER (EIN/SSN): 51-1088522
EMAIL ADDRESS: mark.ballard@aecom.com

COUNTY CONTACT: CYNTHIA WILSON  COUNTY TEL. NO.: 703-228-4438

CONTRACT AUTHORIZATION

MARYAM ZAHORY, CPEP  DATE  2/28/11
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 400-07-3
AMENDMENT NUMBER 4

REFERENCE NUMBER 137-11-3

This Amendment Number 4 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 400-07-3 as amended by Amendments No. 1 thru 3 ("Main Agreement") and made between AECOM Services Inc., 3101 Wilson Boulevard, Suite 900, Arlington, Virginia 22201 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE CONTRACT TERM PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from March 1, 2011 until February 29, 2012. No work shall be deemed complete until it is accepted by the Project Officer.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

REPLACE EXHIBIT B (HOURLY RATES) WITH THE ATTACHED AMENDED EXHIBIT B

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AECOM SERVICES, INC.

TAXPAYER ID: 95-2661922

AUTHORIZED SIGNATURE: ___________________________  AUTHORIZED SIGNATURE: ___________________________

NAME: RICHARD D. WARREN, JR.  NAME: Mark Balla
TITLE: PURCHASING AGENT  TITLE: Sr. V.P.

DATE: 2/28/11  DATE: 2/28/2011
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AGREEMENT NO. 400-07-3
AMENDMENT NO. 3
THIS AGREEMENT is made, on the date of execution by the County, between DMJM H&N, 3101 Wilson Boulevard, Suite 900, Arlington, Virginia 22201 ("Contractor"), a California Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Services) and Exhibit B (Pricing Schedule). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County construction advisory/management services for various building construction and renovation projects. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence upon execution of this Agreement by the County and shall continue for a twelve-month period ("Initial Contract Term"), subject to any modifications as provided for in the Contract.
Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the contract unit prices adjusted per the terms of the section titled "CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U" for not more than four (4) additional twelve (12) month periods (Each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

PAYMENT
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

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

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The hourly rates listed in the Pricing Schedule includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except
where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

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

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.
COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $2,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.
ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, administrative appeals, and protests are available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created

AGREEMENT 400-07-3
pursuant to this Agreement. The Contractor further agrees to execute such
documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this
paragraph are irrevocable. Notwithstanding anything else in this Agreement,
the Contractor's remedy in the event of termination of or dispute over the
terms of this Agreement shall not include any right to rescind, terminate or
otherwise revoke or invalidate in any way the rights conferred pursuant to
the provisions of this paragraph. Similarly, no termination of this
Agreement shall have the effect of rescinding, terminating or otherwise
invalidating the rights acquired pursuant to the provisions of this
"Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input
into any copyrightable materials produced as a part of this Agreement is
prohibited unless the County approves the use of such subcontractors or third
parties in advance and such subcontractors or third parties agree to include
the provisions of this paragraph as part of any contract they enter into with
the Contractor for work related to work under this Contract.

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

a. Pay the subcontractor for the proportionate share of the total payment
received from the County attributable to the work performed by the
subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's
intention to withhold all or a part of the subcontractor's payment with the
reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all
amounts owed by the Contractor that remain unpaid after seven (7) days
following receipt by the Contractor of payment from the County for work
performed by the subcontractor under this Contract, except for amounts
withheld as allowed in b. above. Unless otherwise provided under the terms
of this Contract, interest shall accrue at the rate of one percent (1%) per
month.

The Contractor shall include in each of its subcontracts 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 the above provisions 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.

AUDIT
The Contractor agrees to retain all books, records and other documents
related to this procurement for at least five (5) years after final payment,
or until audited by the County, whichever is sooner. The County or its
authorized agents shall have full access to and the right to examine any of
the above documents during this period. If the Contractor wishes to destroy
or dispose of records (including confidential records to which the County
does not have ready access) after the County's audit but within five (5)
years after final payment, the Contractor shall notify the County at least
thirty (30) days prior to such disposal, and if the County objects, shall not
dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the
right of reasonable rejection and approval of staff or subcontractors
assigned to the project by the Contractor. If the County reasonably rejects
staff or subcontractors, the Contractor must provide replacement staff or
subcontractors satisfactory to the County in a timely manner and at no
additional cost to the County. The day-to-day supervision and control of the
Contractor's employees shall be solely the responsibility of the Contractor.

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

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
This is a Contract with a Contract Term of five (5) years. The Contract unit
price(s) shall remain firm for the first twelve (12) months of the Contract
Term. The Contract unit price(s) for each ensuing Contract year, if the
County elects to extend the Contract, shall be negotiated by the County and
the Contractor. Increases in the price(s) for ensuing years shall 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 twelve (12) month
period ending in September of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure
set forth above by the thirtieth (30th) day prior to the end of the initial
Contract Term or the end of ensuing renewal term or terms, the County will
terminate the Contract whether or not the County has previously elected to
extend the term. The Contract unit price(s) changed as a result of this
procedure shall become effective on the anniversary date of the Contract and
shall be binding on the Contractor for the ensuing renewal term or terms.

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

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

PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.
NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

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

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

- Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Commercial Liability coverage shall be typed on the certificate.

- Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has
been given to the Purchasing Agent, Arlington County, Virginia."
Therefore, the words "endeavor to" and "but failure to mail such notice
shall impose no obligation of liability of any kind upon the company,
its agents or representatives" are to be eliminated from the
cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this
Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned,
non-owned and hired).

The Contractor shall carry Professional Liability insurance which will
pay for injuries arising out of errors or omissions in the rendering,
of failure to render professional services or perform Work under the
contract, in the amount of $1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to
the property or persons used or employed on or in connection with the Work
contracted for, and of all damage or injury to any person or property
wherever located, resulting from any action, omission, commission or
operation under the Contract, or in connection in any way whatsoever with the
contracted Work.

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

The Contractor shall be responsible for the Work performed under the Contract
Documents and every part thereof, and for all materials, tools, equipment,
appliances, and property of any description used in connection with the Work.
The Contractor shall be as fully responsible to the County for the acts and
omissions of its subcontractors and of persons employed by them as it is for
acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations
under this section by means of self insurance for all or any part of the
insurance required, provided that the alternative coverages are submitted to
and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and
no such remedy shall be exclusive of any other remedy available to the County
at law or in equity.
AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 2/29/08

DMJM H&N

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: MARK BALLARD VICE PRESIDENT
DATE: 2/20/08

TAXPAYER ID NUMBER 61-1088522
AGREEMENT 400-07-3
EXHIBIT A

SCOPE OF SERVICES

The Construction Advisory/Management Contractor ("Contractor"), awarded a contract as a result of this RFP, shall provide sufficient organization, personnel and management for an assigned project, which may include any individual or combination of the following or similar services as determined by the County Project Manager:

A. Pre-construction Services
The following types of services may be required during the design and construction bid period.

1. Participating with the project planning and design team to advise the County on the constructability, selection, and availability of proposed materials and cost/benefit analysis of proposed options.

2. Direct the commissioning process by developing a commissioning plan during the project design phase and document the County’s project requirements.

3. Produce standards and strategies during the design phase, and ensure that they are clearly specified as requirements in the construction documents.

4. Present final recommendations to the owner regarding the performance of the commissioned systems and assemblies.

5. Provide oversight and information management consistent with the County’s application for the project to qualify for designation by the United States Green Buildings Council (USGBC) “Leadership in Energy and Environmental Design” (LEED) certification program.

6. Review of final design documents and drawings and identify all commissioning issues.

7. Provide assistance to the County for coordinating the inclusion of commissioning requirements in the bid documents.

8. Review of final design documents and drawings as to constructability, cost benefit of options, and to minimize exposure to change orders necessary to clarify the design intent.

9. Review the general terms and conditions used in a project’s contract documents prior to issuing to the Contractor.

10. Review construction cost estimates to validate project ‘hard and soft’ costs based on design documents and cost estimates prepared by others.

11. Prepare construction cost estimates for project ‘hard and soft’ costs based on design documents prepared by others.

12. Provide assistance in marketing the project to the construction industry, and in the review of bid clarification requests, bids, and bidder qualifications.
B. Construction Services
The following types of services may be required during the construction of a project.

1. Act as an agent for the County in monitoring construction progress, contractor(s)' performance, quality control and other duties as assigned to assure project completion on time, within budget and in compliance with contract documents.

2. Review and prepare recommendations on proposed Change Orders for need, appropriateness and cost.

3. Review contractor prepared construction schedules, provide schedule analysis of format, activity durations, sequence and critical path to determine if forecast project completion times are realistic and consistent with scheduling specifications.

4. Analyze any contractor claims for time extension by evaluating impacts of claimed delay to critical path schedule and provide recommendations on either amount of time extensions that are warranted or alternate means to reduce the length of the critical path.

5. Act as an agent of the County in monitoring construction progress, to verify that each commissioned system and assembly is being installed to achieve the owner's project requirements as detailed in the contract documents and manufacturer's instructions.

6. Review and verify that construction start-up and initial checkout of all commissioned systems and assemblies is successfully completed.

7. Prepare written, repeatable test procedures, which must be documented to clearly describe the individual systematic test procedure, the expected system response, the actual response and any pertinent information.

8. Provide oversight in the maintenance of project records, as-built drawings and documents.

10. Provide oversight in the preparation and completion of the project construction "punch list".

C. Building Commissioning Services
The following types of services may be required to make the completed project ready for occupancy and routine operation.

1. Plan and conduct a Building Commissioning Process and appropriate reports and documentation to support the building design intent required by the USGBC LEED designation in ASHRAE 90.1-2004 (without amendments). Commissioning shall include the start-up and operations verification of mechanical/HVAC and electrical systems. Electrical systems commissioning shall include thermo-imaging of electrical distribution panels to confirm integrity of connections.
2. Review the operations and maintenance manuals for all commissioned systems and assemblies for completeness and applicability.

3. Assemble written verification that training was conducted for all commissioned features and systems.

4. Prepare a commissioning report within a reasonable time after occupancy.

Limitations of Responsibility
Contractor's Personnel During the Design Phase: The duties of Contractor's personnel during the design phase, whether as a reviewer or otherwise, do not make the Contractor or Consultant's personnel in any way responsible for those duties that belong to the Architect / Engineer or other entities hired to perform work on behalf of the County, and do not relieve the Architect / Engineer or any other entity hired to perform work on behalf of the County of their obligations, duties, and responsibilities,

Contractor's Personnel at Construction Site: The presence or duties of Contractor's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Contractor or Consultant's personnel in any way responsible for those duties that belong to the construction contractors or other entities hired to perform work on behalf of the County, and do not relieve the construction contractors or any other entity hired to perform work on behalf of the County of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Contractor and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work.
Contractor neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents. For this Contract, construction contractors include manufacturers of materials incorporated into the construction work.

Assignments: Task Proposal Preparation and Negotiation
The County Project Officer will prepare a specific scope of services and project description. The Contractor will provide a not-to-exceed cost proposal inclusive of all anticipated services and allowance for direct expenses.

The Contractor shall promptly respond to the County Project Officer when requested to prepare a proposal. The Contractor shall not charge for a reasonable number of meetings and other costs needed to prepare a proposal. Normally the Contractor will prepare an itemized not-to-exceed cost proposal. Monthly invoices based upon the actual fee earned in that period are to be submitted to the County Project Officer for payment.

The services will be governed by an hourly fee schedule contained in the overall contract for the following:

Principal
Cost Estimator
Schedule Analyst
Mechanical Engineer
Electrical Engineer
Structural Engineer
Geotechnical Engineer
Project Manager
Technical Support
Clerical Support

At least one of the Contractor’s professional staff members assigned to the contract shall have the certification required to perform commissioning and experience with the commissioning process on design and construction project. The Contractor may propose to provide some services through sub-contract, subject to prior approval of the County Project Officer. A specific project or task may require the services of a specialized sub-contractor not on the above list. The County Project Officer may authorize the use of such specialty sub-contractors at rates comparable to the above list, if in his or her judgement that service is necessary to the project.

Direct expenses will be those authorized and approved by the County Project Officer and shall be reimbursed upon submission of supporting documentation at actual cost without markup. Direct expenses are those necessary costs and charges incurred for the project including costs of travel, laboratory test and analysis, printing and reproduction services.

For smaller projects or limited tasks not expected to exceed $10,000, the County Project Officer may authorize such services to be reimbursed for the actual number of hours and direct expenses required in performing those tasks.
Hourly Labor Rate Schedule
Arlington County Construction Advisory/Management Services
RFP No. 400-07
1/11/2008

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Office:</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>$ 185.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Commissioning Manager</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Cost Estimator</td>
<td>$ 108.83</td>
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<tr>
<td>Schedule Analyst</td>
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<tr>
<td>Mechanical Engineer</td>
<td>$ 138.70</td>
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<tr>
<td>Electrical Engineer</td>
<td>$ 125.75</td>
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<tr>
<td>Structural Engineer</td>
<td>$ 131.85</td>
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<tr>
<td>Geotechnical Engineer (ECS)</td>
<td>$ 82.53</td>
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<tr>
<td>Architect (ADA Reviewer)</td>
<td>$ 114.38</td>
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<tr>
<td>Technical Support (LEED Strategist)</td>
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<tr>
<td>Administrative Support</td>
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<tr>
<td><strong>Field Office:</strong></td>
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<tr>
<td>Construction Manager</td>
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<tr>
<td>Project Controls Engineer</td>
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<tr>
<td>QA Manager</td>
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<tr>
<td>QA Inspector</td>
<td>$ 95.24</td>
</tr>
<tr>
<td>Clerical Support</td>
<td>$ 48.67</td>
</tr>
</tbody>
</table>

Note: Rates are for one year (2008) base period only.