NOTICE OF AWARD OF CONTRACT

TO: WIENCEK + ASSOCIATES ARCHITECTS
    +PLANNERS, P. C.
    3 EAST DIAMOND AVENUE, #100
    GAITHERSBURG, MARYLAND 20877

DATE ISSUED: DECEMBER 10, 2012

CURRENT REFERENCE NO: 153-10

CONTRACT TITLE: A&E SERVICES - CPHD

PRIOR REFERENCE NO: N/A

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 IMMEDIATELY and expires on November 30, 2013.

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

The contract documents consist of the terms and conditions of Agreement No. 153-10, including any exhibits, attached or amendments thereto.

IMPORTANT NOTES:
1. THIS CONTRACT IS FOR INCLUSIVE USE OF CPHD.
2. ALL POS SHALL INCLUDE WRITTEN APPROVAL ISSUED BY JENNIFER DANIELS

CONTRACT PRICING:
1. REFER TO EXHIBIT B OF AGREEMENT NO. 153-10 (ATTACHED)
2. ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON ESCALATION OR DE-ESCALATION ADJUSTMENT IN DOL, NOT SEASONALLY ADJUSTED, EMPLOYMENT COST INDEX FOR TOTAL COMPENSATION (TABLE 4), FOR THE TWELVE MONTH PERIOD ENDING IN DECEMBER OR EACH CONTRACT YEAR OR FIVE (5%) PERCENT WHICHEVER IS LOWER.

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 WIENCEK VENDOR TEL. NO.: 301-948-6220
VENDOR PAYMENT TERMS: NET 30 DAYS VENDOR EMAIL: mwiencek@wiencek-associates.com
COUNTY CONTACT: JENNIFER L. DANIELS COUNTY TEL. NO.: 703-228-3822
COUNTY EMAIL: JLDaniels@arlingtonva.us

______________________________
Maryam Zanjary, CPPB
Procurement Officer

DATE 12/10/12

______________________________
CONTRACT AUTHORIZATION

______________________________
DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AND PROFESSIONAL SERVICES AGREEMENT

Agreement No. 153-10

THIS COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AND PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into this ____ day of December ____, 2012 by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic (the “County Board”), acting through its County Attorney, County Manager, County Purchasing Agent, Director of the CPHD Housing Division, and the CPHD Housing Division Planning Program Coordinator (the “County Staff”) and WIENCEK + ASSOCIATES ARCHITECTS + PLANNERS, P.C., a Maryland professional corporation (the “Subrecipient”) (the County Board and the Subrecipient each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant ("CDBG") entitlement funds to the County Board under the provisions of Title 1 of the United States Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County Board, as a recipient of certain CDBG entitlement funds, desires to use a portion of such CDBG entitlement funds to preserve and expand the stock of affordable housing units in Arlington County by, among other things, helping to defray the costs of certain architectural services and preliminary feasibility studies in connection with the acquisition, rehabilitation, or construction of affordable multifamily rental properties for low- and moderate-income households by the County Board’s non-profit housing developer partners; and

WHEREAS, ending September 22, 2010, the Arlington County Office of the Purchase Agent solicited and received proposals from offerors to provide to the County Board architectural services and preliminary feasibility studies for rehabilitation or construction of various properties, on an as-needed basis, for up to a five year period (the “Request for Proposals”); and

WHEREAS, on September 22, 2010, in response to the Request for Proposals, the Subrecipient submitted a proposal to provide to the County Board architectural services and preliminary feasibility studies for rehabilitation or construction of various properties, on an as-needed basis, for up to a five year period; and

WHEREAS, on August 9, 2011, the Subrecipient was selected by the County Purchasing Agent to provide to the County Board architectural services and preliminary feasibility studies for rehabilitation or construction of various properties, on an as-needed
basis, for up to a five year period, subject to the terms and provisions in the Request for Proposals and this Agreement; and

WHEREAS, on April 21, 2012, the County Board approved the award of Contract #153-10 authorizing the County Staff to utilize certain CDBG entitlement funds in an amount of up to $150,000 ("CDBG Entitlement Program Funds") in order to pay for certain architectural services and preliminary feasibility studies in connection with the acquisition, rehabilitation, or construction of affordable multifamily rental properties for low- and moderate-income households by the County Board’s non-profit housing developer partners, on an as-needed basis, for up to a five year period, as further described below and subject to the terms and conditions of the Request for Proposals and this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. INCORPORATION OF RECITALS, DEFINITIONS AND EXHIBITS

A. Incorporation of Recitals. The foregoing recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

B. Definitions. Any capitalized term to which a meaning is expressly given in this Agreement shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders.

C. Exhibits. The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference as if fully set forth herein:

- Exhibit A: Scope of Services
- Exhibit B: Contract Rates
- Exhibit C: Agreement Addendum Form
- Exhibit D: Services Evaluation Form
- Exhibit E: Required Insurance Coverage

II. SCOPE OF SERVICES

A. The Subrecipient shall, in a satisfactory and proper manner as determined by
County Staff under the terms of this Agreement (“Request for Services”), on an as-needed basis, in connection with the acquisition, rehabilitation, or construction of affordable multifamily rental properties for low- and moderate-income households by the County Board’s non-profit housing developer partners (“Affordable Housing Projects”).

B. **Standard of Care.** In the performance or furnishing of Request for Services hereunder, the Subrecipient and all its agents, shall exercise the degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (“Customary Standard of Care”).

C. **Additional Services.** The Subrecipient shall not be compensated for any services provided except those described in the Scope of Services unless such additional services are covered by a written amendment to this Agreement signed by the County Manager and the Subrecipient, and a County purchase order (“County Purchase Order”) from the County Purchasing Agent has been issued and executed covering the additional cost, if any, of such additional services.

Additional services agreed upon by the Parties will be billed at the Subrecipient’s hourly billing rates (“Contract Rates”) as provided in Exhibit B unless otherwise agreed in writing by the Parties.

D. **Responsibility of the Subrecipient.**

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

2. It shall be the Subrecipient’s responsibility, at the Subrecipient’s sole expense, to provide the specific and sufficient professional services set forth in the Scope of Services to fulfill the purposes of the Request for Services.

3. Nothing in the Scope of Services shall be construed to limit the Subrecipient’s responsibility to manage the details and execution of its work in providing the Request for Services.
the County Staff, perform all of the architectural services and/or preliminary feasibility studies, as more particularly described in the scope of services
E. **National Objectives.** The County Board and the Subrecipient agree that all activities funded with CDGB Entitlement Program Funds and carried out under this Agreement will meet one of the following CDBG program national objectives:

1. benefits low- and moderate-income persons;

2. aids in the prevention or elimination of slums or blight; or

3. meets community development needs having a particular urgency, as defined in 24 CFR 570.208.

III. **REQUEST FOR SERVICES**

A. For certain Affordable Housing Projects, the County Staff will, from time to time, provide the Subrecipient with a written Request for Services which will include a description of the Affordable Housing Project, the required Scope of Services needed, the anticipated deliverables from the Subrecipient, the expected time of completion for the Request for Services, and an estimated cost associated with the Subrecipient providing the Request for Services.

B. Upon receipt of the written Request for Services from County Staff, within ten (10) calendar days, the Subrecipient shall prepare and submit a written proposal ("Subrecipient Proposal") to County Staff confirming its readiness to perform the Request for Services. The Subrecipient Proposal shall also include, but not be limited to, a detailed description of the required tasks, appropriate resources and proposed method it will use to complete the Request for Services, the identity and related resumes of the staff which will be utilized to complete the Request for Service, a binding schedule and estimated number of hours necessary to complete the Request for Services, and the not-to-exceed total costs of completing the Request for Services using the fully burdened hourly Contract Rates listed in Exhibit B.

C. If the County Staff accepts the terms of the Subrecipient Proposal, the CPHD Housing Division staff will be directed to prepare a County Purchase Order and an addendum to this Agreement, a form of which is attached hereto as **Exhibit C** ("Agreement Addendum"), detailing the agreed upon terms and costs for the Request for Services.

D. It shall be the Subrecipient’s responsibility, at the Subrecipient’s sole cost, to comply with the terms provided in the Agreement Addendum and County Purchase Order and to provide sufficient services to fulfill the purposes of the Request for Services. Nothing in this Agreement, or any Agreement or Purchase Order shall be construed to limit the Subrecipient’s responsibility to manage the details and execution of any Request for Services.
E. No compensation shall be due for any services provided by the Subrecipient unless and until a requisite Agreement Addendum has been executed and a County Purchase Order has been issued by the County Purchasing Agent.

F. **Rejection of Written Proposal.** The County Manager or her designee shall have the right to reject all or any Subrecipient Proposal provided under this Agreement which do not meet the required specifications. In the event of any such rejection, the Subrecipient may resubmit a Subrecipient Proposal in order to remedy any and all deficiencies.

G. **Adjustments to the Scope of Request for Services.** No claim may be made by the Subrecipient that the scope of the Request for Services has been changed requiring adjustments to the amount of compensation due the Subrecipient unless such adjustments have been made by a written amendment to this Agreement signed by the County Manager and the Subrecipient. If the Subrecipient believes that any particular work is not within the Scope of Services or is a material change or otherwise will call for more compensation to the Subrecipient, the Subrecipient must immediately notify the County Staff in writing of this belief. Within ten (10) days after any change or event which the Subrecipient believes calls for more compensation, the Subrecipient must provide to the County Staff a proposal which sets forth the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Subrecipient will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted within the time specified above and a written addendum to this Agreement has been executed and a County Purchase Order has been issued by the County Purchasing Agent detailing the cost of the adjusted changes to services to be provided under the Addendum and changed Purchase Order. If the County Staff believes that the work is within the Scope of Work of this Agreement as written, the Subrecipient will be directed to continue performing the Request for Services.

IV. **CONTRACT TERM**

A. The Subrecipient shall commence performance under and pursuant to the terms of this Agreement upon execution of this Agreement and such performance shall continue for a twelve (12) month period ("**Initial Contract Term**"), subject to any modifications as provided for in this Agreement. Upon satisfactory performance by the Subrecipient and with the concurrence of the Subrecipient, the County Board may, through issuance of an amendment to this Agreement executed by the Parties, authorize continued performance of the Subrecipient under and pursuant to the terms of this Agreement and the same Contract Rate listed in **Exhibit B** for not more than four (4) additional twelve (12) month periods. (Each such period shall be referred to as a "**Subsequent Contract Term**", and together with the Initial
Contract Term, the “Contract Term”).

B. Any CDBG Entitlement Program Funds not properly expended as of the conclusion of the Initial Contract Term, or if applicable, the Subsequent Contract Term, shall be returned to or retained by the County Board.

V. COMPENSATION FOR REQUESTED SERVICES

A. It is expressly agreed and understood that, subject to appropriation by the County Board, the County Board is making available CDBG Entitlement Program Funds in the amount of up to One Hundred and Fifty Thousand and 00/100 Dollars ($150,000) to pay for certain architectural services and/or preliminary feasibility studies, as more particularly described in the Scope of Services, related to certain Affordable Housing Projects, on an as-needed basis, for up to a five year period.

B. The amount of CDBG Entitlement Program Funds allocated for the payment of services performed by the Subrecipient pursuant to this Agreement, and the related Agreement Addendum and County Purchase Order for Affordable Housing Projects shall not exceed $30,000 per year. This amount will be derived from the Subrecipient’s Contract Rates as provided in Exhibit B.

C. The County Board will pay the Subrecipient for the completion of the Request for Services for each assigned Affordable Housing Project in accordance with the terms of this Agreement and the related Agreement Addendum and County Purchase Order.

D. Reimbursable Expenses. No expenses except those identified in this Agreement as project related expenses will be reimbursed if incurred without the prior written approval of the County Purchasing Agent and the issuance of a County Purchase Order detailing the specific expenses to be incurred by the Subrecipient and its estimated amount. Payment for approved reimbursable expenses will be made within 30 days after receipt by the County Staff of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County Board on a unit price basis at the Subrecipient's cost. All amounts paid for reimbursable expenses shall be considered part of the compensation for this Agreement. The total amount paid for Affordable Housing Project related expenses shall not exceed the amount shown in Exhibit B.

E. Payment. Payment will be made monthly by the County Board to the Subrecipient within thirty (30) days after receipt by the County Staff of an invoice for Scope of Services provided which is reasonable and allocable to the Agreement and related Agreement Addendum and County Purchase Order and which has been performed to the satisfaction of the County Staff.
F. The Subrecipient covenants and agrees that the total payment for Request for Services for any Affordable Housing Project shall not exceed the approved amount detailed in the Agreement Addendum and County Purchase Order for the related Affordable Housing Project, regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by County Staff. No additional compensation will be paid for work within the approved Scope of Services for the assigned Affordable Housing Project, unless it is approved in writing by County Staff. The total amount paid to the Subrecipient for each assigned Affordable Housing Project includes all of the Subrecipient’s general conditions cost and fee (Profit).

G. The Subrecipient covenants and agrees that all expenditures of CDBG Entitlement Program Funds shall be for uses permissible under all laws and regulations governing the use of CDBG entitlement funds and that all CDBG Entitlement Program Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the related Agreement Addendum and County Purchase Order.

H. The allocation of the CDBG Entitlement Program Funds for Request for Services by the County Board may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR 84.21.

I. The use of the CDBG Entitlement Program Funds by the Subrecipient must conform to the Scope of Services attached hereto as Exhibit A.

J. **Adjustment of Contract Rates**

1. The Contract Rates detailed in Exhibit B shall remain unchanged throughout the Contract Term, unless the Subrecipient requests a Contract Rates adjustment, and the designated County Staff approves such an adjustment, in accordance with the following procedure:

   a. The Subrecipient may submit a written request for a Contract Rates adjustment to the designated County Staff not less than sixty (60) days prior to November 30th of any given year of the Agreement (“Anniversary Date”).

   b. Requests for adjustment(s) to Contract Rates shall not exceed i) the percentage increase or decrease of the U.S. Department of Labor, Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for civilian workers, by occupational group and Industry, All Workers (Table 4) for the twelve (12) month period ended in December of each contract year; or ii) five percent (5%), whichever percentage is lower.
c. Any adjustment(s) to Contract Rates approved by the
designated County Staff as a result of the procedure set forth
above, shall become effective the day after the current
Anniversary Date and shall be binding on the Parties for the
remainder of the Contract Term unless an adjustment is
requested by the Subrecipient and approved by the designated
County Staff in a subsequent year, as set forth above.

2. If the Subrecipient and the designated County Staff do not agree on the
requested adjustment of Contract Rates using the procedure set forth
above by the thirtieth (30th) calendar day prior to the Anniversary
Date, the County Manager may in her sole discretion terminate this
Agreement.

K. Nonappropriation. All funds for payment by the County Board under this
Agreement are subject to the availability of an annual appropriation for this
purpose by the County Board. In the event of a non-appropriation of funds by
the County Board for the goods or services provided under this Agreement,
the County Board will terminate this Agreement, without termination charge
or other liability of the County Board, 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 Agreement is spent, whichever event occurs first. If funds are
not appropriated at any time for the continuation of this Agreement,
cancellation will be accepted by the Subrecipient on thirty (30) prior written
notice, but failure to give such notice shall be of no effect and the County
Board shall not be obligated under this Agreement beyond the date of
termination.

VI. PERFORMANCE MONITORING

The County Staff will monitor the performance of the Subrecipient against the goals
and performance standards using the program performance measures described in the
Services Evaluation form attached hereto as Exhibit D. Substandard performance as
determined by the County Staff will constitute noncompliance with this Agreement. If
action to correct such substandard performance is not taken by the Subrecipient
within a reasonable period of time after being notified by the County Staff,
Agreement suspension or termination procedures will be initiated.

VII. COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS AND
CONDITIONS

A. Administrative Requirements

1. Financial Management

a. Accounting Standards. The Subrecipient agrees to comply with
24 CFR 84.21–28, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. *Intentionally Omitted.*

2. **Documentation and Record Keeping**
   
   a. *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   (i) Records proving a full description of each activity undertaken;

   (ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

   (iii) Records required to determine the eligibility of activities;

   (iv) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

   (v) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

   b. *Retention.* The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the County Board’s annual performance and evaluation report to HUD in which the activities financed under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

   c. *Intentionally Omitted.*

   d. *Intentionally Omitted.*
c. *Close-out*. The Subrecipient’s obligation to the County Board shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, if any (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County Board), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG Entitlement Program Funds, including program income.

f. *Audits and Inspections*. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County Staff and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and, if applicable, OMB Circular A-133.

3. **Reporting and Payment Procedures**

a. *Program Income*. The Subrecipient shall report quarterly to County Staff all program income (as defined at 24 CFR 570.500(a)), if any, generated by activities carried out with CDBG Entitlement Program Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. All unexpended program income shall be returned to the County Board at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County Board.

b. *Indirect Costs*. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and
shall submit such plan to the County Staff for approval, in a form specified by the County Staff. The indirect cost rate shall not exceed federal standards and approaches to determine the rate. The US Department of Labor publishes guidance for nonprofit and commercial entities on how to determine an acceptable indirect cost rate.

c. Payment Procedures. The County Board will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County Board reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

d. Progress Reports. The Subrecipient shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff and as specified in Exhibit D hereto.

4. Procurement

a. Intentionally Omitted.

b. OMB Standards. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services using CDBG Entitlement Program Funds in accordance with the requirements of 24 CFR 84.40–48.

c. Intentionally Omitted.

5. Intentionally Omitted

B. General Conditions

1. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning Community Development Block Grants) including subpart K of these regulations, except that (1) the Subrecipient does not assume the County’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient
does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG Entitlement Program Funds provided under this Agreement. The Subrecipient further agrees to utilize the CDBG Entitlement Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. "Independent Contractor". Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

3. Intentionally Omitted

4. Workers' Compensation. If applicable, the Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

5. Insurance and Bonding. If applicable, the Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

C. Personnel and Participant Conditions

1. Civil Rights

   a. Compliance. As a recipient of CDBG Entitlement Program Funds, the Subrecipient agrees to comply with, as applicable, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

   b. Nondiscrimination. As a recipient of CDBG Entitlement Program Funds, the Subrecipient agrees to comply with, as
applicable, the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

c. **Intentionally Omitted.**

d. **Section 504.** As a recipient of CDBG Entitlement Program Funds, the Subrecipient agrees to comply with, as applicable, all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County Staff shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

2. **Equal Opportunity**

   a. **Women- and Minority-Owned Businesses (W/MBE).** As a recipient of CDBG Entitlement Program Funds, the Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

   b. **Equal Employment Opportunity and Affirmative Action (EEO/AA).** As a recipient of CDBG Entitlement Program Funds, the Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
3. **Employment Restrictions**

   a. *Prohibited Activities.* The Subrecipient is prohibited from using CDBG Entitlement Program Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

   b. *Intentionally Omitted*

   c. *Intentionally Omitted*

4. **Conduct**

   a. *Assignability.* The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County Board.

   b. *Subcontracts.*

      (i) Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County Manager prior to the execution of such agreement.

      (ii) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

      (iii) Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      (iv) Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County Staff along with documentation concerning the selection process.
c. *Hatch Act.* The Subrecipient agrees that no CDBG Entitlement Program Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

d. *Conflict of Interest.* The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

(i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

e. *Lobbying.* The Subrecipient certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal
loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

f. Copyright. If this Agreement results in any copyrightable material or inventions, the County Board reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

g. Religious Activities. The Subrecipient agrees that CDBG Entitlement Program Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

D. Environmental Conditions

1. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.;

b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

2. Intentionally Omitted
3. Intentionally Omitted

4. Intentionally Omitted

5. Intentionally Omitted

VIII. MISCELLANEOUS PROVISIONS

A. Drug Free Workplace to be Maintained by Subrecipient.

1. During the performance of this Agreement, the Subrecipient agrees to (i) provide a drug-free workplace for the Subrecipient'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 Subrecipient'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 Subrecipient that the Subrecipient 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.

2. 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.

B. Amendments.

1. The County Manager or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Subrecipient from its obligations under this Agreement.

2. The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be
incorporated only by written amendment signed by both County Board
and Subrecipient.

C. **Suspension or Termination.** In accordance with 24 CFR 85.43, the County
Board may suspend or terminate this Agreement if the Subrecipient materially
fails to comply with any terms of this Agreement, which include (but are not
limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred
to herein, or such statutes, regulations, executive orders, and HUD
guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper
manner its obligations under this Agreement;

3. Ineffective or improper use of CDBG Entitlement Program Funds
provided under this Agreement; or

4. Submission by the Subrecipient to the County Staff of reports that are
incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for
convenience by either the County Board or the Subrecipient, in whole or in part,
by setting forth the reasons for such termination, the effective date, and, in the
case of partial termination, the portion to be terminated. However, if in the case of
a partial termination, the County Board determines that the remaining portion of
the award will not accomplish the purpose for which the award was made, the
County Board may terminate the award in its entirety.

D. **Assignment.** The Subrecipient shall not assign, transfer, convey, sublet, or
otherwise dispose of any award, or any or all of its rights, obligations, or interests
under this Agreement, without the prior written consent of the County Board.

E. **Notices, Demands, and Communications Between the Parties.** Formal notices,
demands, and communications between the Subrecipient and the County Board
and County Staff shall be given either by (a) personal service, (b) delivery by
reputable document delivery service such as Federal Express that provides a
receipt showing date and time of delivery, (c) mailing utilizing a certified or first
class mail postage prepaid service of the United States Postal Service that
provides a receipt showing date and time of delivery, or (d) delivery by facsimile
or electronic mail (email) with transmittal confirmation and confirmation of
delivery, addressed to:

**To the County:**

CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Robert E. Dawson, Assistant County Attorney
Fax: (703) 228-7106
Email: RDawson@ArlingtonVA.US

Office of the Arlington County Purchasing Agent
2100 Clarendon Blvd, Suite 501
Arlington, Virginia 22201
Attn: Richard Warren, Purchasing Division Chief
Fax: (703) 228-3409
Email: RWarren@ArlingtonVA.US

To the Subrecipient: Wiencek + Associates Architects + Planners, P.C.
3 East Diamond Avenue, Suite 100
Gaithersburg, Maryland 20877
Attn: Michael Wiencek and Andrea Spriggs
Fax: 301-984-2064
Email: mwieneck@wiencek-associates.com
aspriggs@wiencek-associates.com

Notices personally delivered or delivered by document delivery service shall be
deemed effective upon receipt. Notices mailed shall be deemed effective on the
second business day following deposit in the United States mail. Notices
delivered by facsimile or email shall be deemed effective the next business day,
not less than 24 hours, following the date of transmittal and confirmation of
delivery to the intended recipient. Such written notices, demands, and
communications shall be sent in the same manner to such other addresses as any
Party may from time to time designate in writing.

F. Dispute Resolution and Arbitration.

1. The Agreement 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
considering contractual claims, disputes, administrative appeals, and
protests are contained in the Purchasing Resolution, incorporated herein
by reference, and available upon request from the Office of the Purchasing
Agent.

2. It is expressly agreed that nothing under this Agreement shall be subject to
arbitration, and any references to arbitration are expressly deleted from this Agreement.

G. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantee and subrecipient and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

H. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

I. Indemnification. The Subrecipient shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns (collectively the “County” for purposes of this Section VIII I) harmless from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Subrecipient’s acts or omissions in performance or nonperformance of its work called for by this Agreement. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by the County Board, the Subrecipient fails or refuses to save, defend, hold harmless and/or indemnify the County, the Subrecipient shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and settlements or payments made.

J. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the County shall be personally liable to the Subrecipient in the event of any default or breach by the County Board or for any amount which may become due to the Subrecipient or its successors or assigns or on any obligation under the terms of this Agreement.

K. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

L. Responsibility for Claims and Liabilities. The County Staff’s review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by the County Board of any rights or of any cause of action arising out of this Agreement. The Subrecipient shall be and remains
liable to the County Board for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

M. **Ethics in Public Contracting.** This Agreement 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 Subrecipient 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.

N. **Employment of Unauthorized Aliens Prohibited.** In accordance with §2.2-4311.1 of the Virginia Code, the Subrecipient acknowledges that it does not, and shall not during its performance of services under this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

O. **Employment Discrimination by Subrecipient Prohibited.** During the performance of this Agreement, the Subrecipient covenants and agrees as follows:

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

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

3. 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.

4. The Subrecipient 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.

5. The Subrecipient 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 sub-subrecipient or vendor.

P. **Confidentiality and Return of Records.** The Subrecipient agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Subrecipient or its sub-subrecipients as a result of the County Board’s request for services under this Agreement, are confidential records (“Record” or “Records”), and neither the Records nor their contents shall be released by the Subrecipient, its sub-subrecipients, or other third parties; nor shall their contents be disclosed to any person other than the appropriate County Staff. The Subrecipient 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 Agreement shall be referred to the County Staff for response. At the County Manager’s request, the Subrecipient shall deliver all Records to designated County Staff, including "hard copies" of computer records, and at the County Manager’s request, shall destroy all computer records created as a result of the County Board’s request for services under this Agreement.

The Subrecipient agrees to include the provisions of this section as part of any contract or agreement the Subrecipient enters into with sub-subrecipients or other third parties for work related to work pursuant to this Agreement.

Q. **Copyright.** The Subrecipient hereby irrevocably transfers, assigns, sets over and conveys to the County Board all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Subrecipient further agrees to execute such documents as the County Attorney may request to effect such transfer or assignment.

Further, the Subrecipient agrees that the rights granted to the County Board by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Subrecipient’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 sub-subrecipients or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County Staff approves the use of such sub-subrecipients or third parties in advance and such sub-subrecipients or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the
Subrecipient for work related to work under this Agreement.

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

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

S. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

T. **Arlington County Business Licenses.** The Subrecipient must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

U. **Authority to Transaction Business.** The Subrecipient shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

V. **Insurance Requirements.** Prior to the execution and during the term of this Agreement, the Subrecipient shall provide the County Purchasing Agent evidence indicating that the Subrecipient has in force the coverage and endorsements required, as set forth in **Exhibit E.** The Subrecipient covenants and agrees to maintain such insurance until the completion of this Agreement or as otherwise set forth in **Exhibit E.**

W. **County Employees.** No employee of Arlington County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

X. **Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Subrecipient hereby releases
the County Board and any of its individual agents or employees from any such
liability, and no claim shall be made by the Subrecipient upon the County Board or
such employees or agents for or on account of any matter or thing.

Y. **Entire Agreement; Waivers.** This Agreement integrates all of the terms and
conditions mentioned herein, or incidental hereto, and supersedes all negotiations
and previous agreements between the Parties. All waivers of the provisions of this
Agreement must be in writing and signed by the appropriate authorities of the
Party to be charged. The County Board’s failure to act with respect to a breach
by the Subrecipient does not waive its right to act with respect to subsequent or
similar breaches. The failure of the County Board to exercise or enforce any right
or provision shall not constitute a waiver of such right or provision.

Z. **Time of the Essence.** Time is of the essence in the performance of this
Agreement.

AA. **Language Construction.** The language of each and all paragraphs, terms and/or
provisions of this Agreement, shall in all cases and for any and all purposes, and
in any way and all circumstances whatsoever, be construed as a whole, according
to its fair meaning, and not for or against any Party and with no regard
whatsoever to the identity or status of any person or persons who drafted all or
any portion of this Agreement.

BB. **Governing Law.** This Agreement be construed in accordance with and
governed by the laws of the Commonwealth of Virginia. The parties consent to
the jurisdiction and venue of the courts of the Circuit Court for the County of
Arlington, Virginia.

CC. **No Waiver of Sovereign Immunity by County.** Notwithstanding any other
provisions of this Agreement to the contrary, nothing in this Agreement nor any
action taken by County Board pursuant to this Agreement nor any document which
arises out of this Agreement shall constitute or be construed as a waiver of either
the sovereign immunity or governmental immunity of the County’s elected and
appointed officials, officers and employees.

DD. **Counterparts.** This Agreement may be executed in counterparts, each of which
shall be deemed to be an original, and such counterparts shall constitute one and
the same instrument.

THE SIGNATURE(S) OF THE PERSON(S) EXECUTING THIS ARLINGTON COUNTY CDBG
SUBRECIPIENT AGREEMENT ON BEHALF OF THE SUBRECIPIENT AND THE COUNTY
BOARD ARE SET FORTH ON THE EXECUTION PAGE(S) IMMEDIATELY FOLLOWING
THIS PAGE.
IN WITNESS WHEREOF, the County Board and the Wiencek + Associates Architects + Planners, P.C. have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA, a body politic

By: Richard Warren, County Purchasing Agent

WIENCEK + ASSOCIATES,
ARCHITECTS + PLANNERS, P.C., a Maryland professional corporation; as Subrecipient

By: Michael A. Wiencek, AIA, LEED AP+

[Insert Name and Title]
EXHIBIT A
SCOPE OF SERVICES

WIENCEK + ASSOCIATES ARCHITECTS + PLANNERS, P.C.
AGREEMENT NO. 153-10

A. GENERAL

The Subrecipient shall provide architectural, civil, mechanical, electrical engineering, structural engineering, landscaping, asbestos abatement monitoring, and other service as may be required for the successful completion of the assigned project. Some projects may involve review of new documents and/or construction oversight of residential projects. Project assignments under this contract may involve one or more of the following work items:

1. Assess current conditions by conducting on-site inspections of buildings and sites identified by the County Staff to evaluate status of structural, mechanical, electrical and plumbing systems, site improvements, life expectancy of major components, and other elements which are identified as a result of the inspections to be important to a determination of the level of rehabilitation needed, and provide a written report of findings.

2. Provide project-specific data including, by way of illustration and not limitation: land surveys (for example, property lines, legal description, and easements); description of project (number and size of apartment units; common areas; and other spaces; type of construction; conformity with zoning requirements); and other information as may be required by individual project assignments.

3. Conduct special studies including, by way of illustration and not limitation: energy audits; Phase I environmental assessments and reports; historic preservation documentation; feasibility studies, and other studies as may be required by individual project assignments.

4. Provide a written description of recommended improvements based on the County Board’s desired level of rehabilitation or improvement of the property covered by the assignment. The County Staff will work with the Subrecipient to establish parameters for determining the level of rehabilitation work at the beginning of the project assignment.

5. Prepare plans and specifications for building and implementing the level of rehabilitation or improvement established by the County Staff.

6. Review construction services for individual project assignments, including by way of illustration and not limitation, providing construction inspection services.

7. Prepare detailed cost estimates for the implementation of the improvements included in final plans and specifications for individual project assignment.

B. VIRGINIA UNIFORM STATEWIDE BUILDING CODE

All improvements or construction of buildings and facilities projects assigned to the Subrecipient under this contract shall be designed in compliance with the most current edition of the Virginia Uniform Statewide Building Code (VUSBC). The cover sheet of all plans developed for the assignment shall clearly indicate this requirement and shall indicate the applicable edition of the VUSBC utilized by the designer.
C. ADA COMPLIANCE

The Subrecipient shall ensure that all services provided under this Agreement are completed in accordance with the requirements of the Americans with Disabilities Act (ADA), and any other applicable regulations and standards. The parties agree that ADA compliance is a vital part of this contract.

The Subrecipient shall defend and hold the County Board harmless from any expense or liability arising from the Subrecipient’s non-compliance with accessibility requirements under the ADA, and other applicable regulations and standards, under this Agreement. The Subrecipient shall be responsible for all costs related to permitting delays, redesign, corrective work, and litigation relating to such non-compliance.

Neither the Arlington County Inspection Services Division, nor any County staff and/or their third party inspection services, are responsible for verifying the design is in compliance with this Agreement, the ADA, or other applicable requirements.

D. EXPECTED CONTRACT ACTIVITY:

The Subrecipient may be required to provide some or all of the above referenced tasks for each assigned project.

The Subrecipient may be assigned to perform work under this contract which will require communication with the persons with limited knowledge of the English language.

E. EXTENSION OF CONTRACT PERMITTED TO PROPERTY OWNERS:

If the County does not purchase design services or other work items listed above for a specific project, the property owner may, with the concurrence of the Subrecipient, enter into separate agreement(s) with the Subrecipient to provide such services for the completion of the assignment. The agreement between the Subrecipient and the property owner shall incorporate the scope of work and contract rates established in the contract between the County and the Subrecipient resulting from this solicitation. Property owners are responsible for complying with procurement requirements from their federal and/or state funding sources for their projects prior to using this contract.

F. EXTENSION OF CONTRACT PERMITTED TO CDBG RECIPIENT ORGANIZATIONS

All of the Request for Services under this Agreement will be for Affordable Housing Projects funded with either federal CDBG funds, HOME funds; and/or the County’s Affordable Housing Investment Fund funds. The Subrecipient, which will receive CDBG funding from the County Board, may, at its discretion and with the written concurrence of the County Staff, enter into separate agreement(s) with the sub-subrecipients to provide services for the Affordable Housing Projects funded with CDBG, HOME, Affordable Housing Investment Fund funds. The agreement between the Subrecipient and the sub-subrecipient organization shall incorporate the Scope of Services and the Contract Rates established in this Agreement. The Subrecipient is responsible for complying with procurement requirements from the federal and Commonwealth of Virginia governments.
## EXHIBIT B
### CONTRACT RATES

**WIENCEK + ASSOCIATES ARCHITECTS + PLANNERS, P.C.**
**AGREEMENT NO. 153-10**

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>FULLY BURDENED HOURLY RATES</th>
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</tr>
<tr>
<td><strong>Vice President</strong></td>
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</tr>
<tr>
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<tr>
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</tr>
<tr>
<td><strong>Intern</strong></td>
<td>$33.00</td>
</tr>
</tbody>
</table>

**Reimbursable Expenses:**

a) **Mileage** for use of personal vehicles for sole purpose of rendering services under this agreement may be allowed. The reimbursement will be based on current published IRS allowed rate. All mileage calculations shall begin at the Subrecipient’s main office in Gaithersburg and end at the project site. The Subrecipient shall submit a travel log with all invoices, which contains a mileage reimbursement request. The travel log shall contain the recorded pre-departure and arrival at the project site odometer reading for the vehicle used.

b) **Printing charges** may be allowed, if the printing were requested by the County. The rate for prints will be $0.20/SQF for the first set, then $0.17 for duplicate sets.
EXHIBIT C
FORM OF AGREEMENT ADDENDUM

ADDENDUM No. ____

TO THE

ARLINGTON COUNTY, VIRGINIA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AND PROFESSIONAL SERVICES AGREEMENT

Agreement No. 153-10

THIS ADDENDUM No. ____, hereinafter referred to as “Addendum”, is made and entered into this _____ day of ________, 20___, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic (the “County Board”), acting through its County Attorney, County Manager, Director of the CPHD Housing Division, and the CPHD Housing Division Planning Program Coordinator (the “County Staff”) and WIENCKE + ASSOCIATES ARCHITECTS + PLANNERS, P.C., a Maryland professional corporation (the “Subrecipient”) (the County Board and the Subrecipient each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County Board and the Subrecipient have previously executed and entered into the Arlington County Community Development Block Grant Program Subrecipient and Professional Services Agreement, dated November ____, 2012 (the “Agreement”); and

WHEREAS, the Parties desire to modify the previous Agreement with the terms of this Addendum; and

WHEREAS, all provisions of the Agreement shall remain in full force and effect and shall cover the terms and services authorized by this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the original Agreement and this Addendum, it is hereby agreed by the Parties as follows:

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. Services to be Performed by the Subrecipient

A. __________________________.

B. __________________________.

II. Schedule of Services

A. Commencement of Services. The Subrecipient shall commence performance of the
services listed in Section I above on or before ________________.

B. Completion of Services. The Subrecipient shall complete performance of the services listed in Section I above on or before ________________.

III. **Deliverables**

A. ________________

B. ________________

IV. **Compensation for Required Services**

A. Compensation for Required Services.

1)

2)

B. Compensation for Expenses.

1)

2)

V. **Effect of Addendum**

A. Except, as hereinabove specifically set forth, the Agreement is not otherwise herein modified or amended. In the event of a conflict between the terms and conditions of this Addendum and those contained within the Agreement, the terms and conditions of this Addendum shall prevail.

B. **THIS ADDENDUM, INCLUDING THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR OR CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS ADDENDUM AND THE AGREEMENT.**
IN WITNESS WHEREOF, the County Board and the Wiencek + Associates Architects
+ Planners, P.C. have each executed, or caused to be duly executed, this Addendum No. ____ to
the Arlington County Community Development Block Grant Program Subrecipient and
Professional Services Agreement under seal in duplicate, in the name and behalf of each of them
(acting individually or by their respective officers or appropriate legal representatives, as the case
may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body politic

County Attorney

By: Richard Warren, County Purchasing
Agent

WIENCEK + ASSOCIATES, ARCHITECTS
+ PLANNERS, P.C., a Maryland professional
corporation, as Subrecipient

By: [Insert Name and Title]
EXHIBIT D
SERVICES EVALUATION FORM

WIENCEK + ASSOCIATES ARCHITECTS + PLANNERS, P.C.
AGREEMENT NO. 153-10

ALLOCATION:  [$ Insert Grant Amount]
GRANT YEAR:  FY 2013/CD 38
CDBG STAFF:  Jennifer Daniels
EVALUATION PERIOD:  [July 1, 2012 - June 30, 2013]
DATE EVALUATION COMPLETED:  [Insert Completion Date]
HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

PROGRAM OBJECTIVE:

STRATEGIES USED TO ACHIEVE OBJECTIVES:
1.

2.

3.

4.
## EXHIBIT D
SERVICES EVALUATION FORM

<table>
<thead>
<tr>
<th>PERFORMANCE MEASURES</th>
<th>EXPECTED</th>
<th>ACTUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<tr>
<td>9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### DEMOGRAPHICS

#### Race and Ethnicity Table

<table>
<thead>
<tr>
<th>Race</th>
<th>(Hispanic) Year-to-Date Served</th>
<th>(non-Hispanic) Year-to-Date Served</th>
<th>Year-to-Date Total Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black / African-American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian / Alaskan Native</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number Assisted</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Female Headed Households

#### Income Distribution Table

<table>
<thead>
<tr>
<th>Income Level</th>
<th>Year-to-Date Total Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Income (over 80% of Area Median Income)</td>
<td></td>
</tr>
<tr>
<td>Moderate Income (67% - 80% of Area Median Income)</td>
<td></td>
</tr>
<tr>
<td>Low Income (51% - 66% of Area Median Income)</td>
<td></td>
</tr>
<tr>
<td>Very Low Income (0% - 50% of Area Median Income)</td>
<td></td>
</tr>
<tr>
<td>Total Number Assisted</td>
<td></td>
</tr>
</tbody>
</table>

#### Non-CDBG Funding Sources Leveraged

- Other Federal Funds leveraged $ ______
- State Funds leveraged $ ______
- Local Funds leveraged $ ______
- Private Funds leveraged $ ______
EXHIBIT D
SERVICES EVALUATION FORM

For CPHD Housing Division Staff Use Only:

I. Analysis:

II. Recommendations:

III. Actions Taken:
EXHIBIT E
REQUIRED INSURANCE COVERAGE

Prior to the execution of this Agreement and upon any Agreement extensions thereafter, the Subrecipient shall provide to the County Purchasing Agent evidence indicating that the Subrecipient has in force the coverage and endorsements (collectively referred to hereinafter “coverage”, “coverages” or “insurance”) required below. The Subrecipient agrees to maintain such insurance until the completion of this Agreement or as otherwise stated below or in the Agreement.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of “A-VII”, and as acceptable to the County Staff. The insurance requirements herein shall not operate as a limitation of the Subrecipient’s liability or as a limitation of the Subrecipient’s duty of indemnification, as set forth in this Agreement. The Subrecipient is responsible for determining whether the minimum coverage below is adequate to protect its interest.

The Subrecipient shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Agreement, including without limitation:

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

b. **Commercial General Liability** - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Agreement.

c. **Business Automobile Liability** - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Subrecipient shall carry **Errors and Omissions or Professional Liability** insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform work under the Agreement, in the amount of $1,000,000.

e. **Additional Insured** – The County Board and its officers, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation and Auto and Professional Liability. A copy of the Additional Insured endorsement must be provided by the Subrecipient to the County Purchasing Agent prior to the execution of this Agreement and any Agreement extension. Failure to provide such documentation shall result in cancellation of the award or of the Agreement.

f. **Cancellation** - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Subrecipient shall notify the County Purchasing Agent immediately. Any policy on which the Subrecipient has
EXHIBIT E
REQUIRED INSURANCE COVERAGE

received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such a manner that there is no lapse in coverage, and the County Staff immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Agreement and grounds for termination. The Subrecipient shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Agreement or any Agreement extension thereafter.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Subrecipient must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Subrecipient’s receipt of final payment.

h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Agreement’s number and title.

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

The Subrecipient shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Subrecipient. The Subrecipient shall furnish subcontractors' documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Agreement.

No acceptance or approval of any insurance by the County Staff shall be construed as relieving or excusing the Subrecipient from any liability or obligation imposed upon the Subrecipient by the provisions of this Agreement.

The Subrecipient shall be responsible for the work performed under this Agreement and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the services provided. The Subrecipient 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 Agreement, or in connection in any way whatsoever with the contracted work.
EXHIBIT E
REQUIRED INSURANCE COVERAGE

The Subrecipient shall be as fully responsible to the County Board 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 Subrecipient may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Subrecipient can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County Staff and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Subrecipient must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.