NOTICE OF AWARD OF CONTRACT

TO:
PARSONS TRANSPORTATION GROUP, INC.
100 M STREET, SE, SUITE 1200
WASHINGTON, DC 20003-3515

DATE ISSUED: November 13, 2012
CURRENT REFERENCE NO: 241-10-7

CONTRACT TITLE: MULTIMODAL A&E SERVICES
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 September 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. 241-10-7, including any exhibits, attached or amendments thereto.

IMPORTANT NOTES:
1. PROJECTS ASSIGNED UNDER THIS CONTRACT WILL BE EDERALLY FUNDED, AS SUCH THOSE PROJECTS SHALL BE SUBJECT TO COMPLIANCE WITH THE FEDERAL AND VDOT REGULATIONS CONTAINED IN THIS DOCUMENT OR ELSEWHERE. THE COUNTY, VDOT'S CIVIL RIGHTS DIVISION OR OFFICE OF INSPECTOR GENERAL AUDITING DIVISION AND FHWA WILL PERFORM AUDITS AS NEEDED TO ENSURE COMPLIANCE WITH ALL APPLICABLE GUIDELINES CONTAINED IN THIS DOCUMENT OR ELSEWHERE.
2. ALL POS SHALL INCLUDE WRITTEN APPROVAL ISSUED BY MICHELLE CHANEY

CONTRACT PRICING:
1. REFER TO EXHIBIT B OF AGREEMENT NO. 241-10-7 (ATTACHED)
2. THE CONTRACT FEE SCHEDULE AND BILLING RATES SHALL REMAIN FIRM FOR THE FIRST THIRTY SIX (36) MONTHS OF THE CONTRACT TERM. 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: JOE SPRINGER
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: Michelle Chaney

VENDOR TEL. NO.: 202-775-3493
VENDOR EMAIL: Joseph.s.springer@parsons.com
COUNTY TEL. NO.: 703-228-7249
COUNTY EMAIL: mchaney@arlingtonva.us

CONTRACT AUTHORIZATION
Maryam Zahery, CPPB
Procurement Officer
11/13/2012

DISTRIBUTION
VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 241-10-7

Specialization Area: Transportation Planning; Complete Streets Engineering and Design; and Transit Engineering, Operations and Facilities Planning

THIS AGREEMENT (hereinafter “Agreement” or “Contract”) is made, on the date of execution by the County, between Parsons Transportation Group, Inc., 100 M Street, SE, Suite 1200, Washington, DC 20003-3515 (“Contractor”), a Commonwealth of Virginia 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:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work) and Exhibit B (Fee Schedule and Billing Rates), Exhibit C (Federal Transit Administration Clauses), and Exhibit D (Federal Highway Administration & Virginia Department of Transportation Provisions and Requirements), (“Contract Documents”).

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, however, Exhibits C and D shall prevail over Exhibits A, B and the Agreement.

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. The Contract Documents may be referred to herein below as the “Contract” or “Agreement”.

2. 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 provide Multimodal Transportation Planning, Design and Construction and Project Management Services for the Roads, Street and Other Arlington County Facilities on an as necessary basis for up to a five (5) year period. The Scope of Work is more fully described in Exhibit A. 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.

3. PROCEDURES FOR TASK ORDER PROJECT ASSIGNMENT
The Contract will be used mainly by Arlington County Transportation Division; however, it may be used by any other County Agency that needs the services covered by this solicitation.

The following are procedures that the County will follow to assign work to selected firms. However, the County reserves the right to issue separate solicitations, waive requirements set forth below in part or whole, if it is determined in writing, by the County Purchasing Agent that is in the best interest of the County.
a. For project work assignments where the design fee will not exceed $50,000 the County, in its sole discretion, may select the Contractor determined most qualified and best suited for that particular assignment.

b. For work assignment whose projected value would exceed $50,000 the Project Officer will develop a written scope of work and evaluation criteria to be used for determination of the most qualified and best suited firm for that particular assignment and will forward it to all firms approved for work under the applicable Specialization Area.

c. The scope of work will include a description of the project, the deliverable items, and the estimated time limit for the completion and identify all applicable permits, licenses, and approvals requirements.

d. The Contractor (s) shall submit a proposal for the work within ten (10) calendar days (unless the assignment specifies a different deadline) of receiving a request for proposal from the County. Proposals shall include the firms proposed methodology to perform the work, identify key issues and propose solutions, propose the specific project team and provide their resumes that highlights their key qualifications and skills and describe their responsibility.

e. The County will review and evaluate all the proposals and rank each submission.

f. The following criteria will be utilized by Arlington County at its sole discretion when evaluating individual task proposals and ranking each submission:

1) The ability to provide the specific needs for professional services as determined by the Arlington County Project Manager or their designee.

2) The availability of the firm and subcontractor’s staff and their ability to meet a project’s schedule requirements.

3) The firm’s responsiveness to the County request.

4) Potential conflict of interest related to project design or construction.

g. The top ranking firm will then be required to submit a binding Fee and Schedule Proposal. The proposal shall consist of a not-to-exceed amount, derived from the fully burdened hourly rates identified the contract along with the identification of all required tasks and the estimated number of hours necessary to complete the entire assignment. The County then will engage in negotiation with the top ranking firm and if the negotiation fails to bear result, then the County will formally terminate the negotiation process and request a non-binding fee and schedule proposal from the 2nd ranking firm and enter in formal negotiation process. The procedures will be followed until the County successfully negotiates a suitable project cost and schedule.

h. The Contractor will only be authorized to proceed with work on an assignment as approved by the Project Officer and upon receipt of a County Purchase Order.

i. The Contractor shall name a designated representative who shall be the sole point of contact for the project. The designated individual shall be experienced in the categories of work listed for the project.

j. The Contractor shall be responsible for securing all necessary permits, licenses, and approvals.
from local, state and Federal authorities. The County will be responsible for payment of permit fees.

4. STANDARD OF CARE
   In the performance or furnishing of professional services hereunder, the Contractor 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").

5. RESPONSIBILITY OF THE CONTRACTOR
   The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

6. RESPONSIBILITY FOR CLAIMS AND LIABILITIES
   The County’s review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

7. CONTRACT TERM
   The Work shall commence upon execution of this Agreement by the County and shall continue for a twelve (12) month period ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods. (Each such period shall be referred to as a "Subsequent Contract Term").

8. 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 for the individual project assignment(s) described and required in the Contract 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 the Contractor’s overhead and fees (profit).

   This is a requirements contract and the total project fee for any individual assignment (including any modifications) shall not exceed $1,000,000. The sum of all assignment fees in any given contract year shall not exceed $5,000,000. The County reserves the right to issue separate solicitation(s) for project (s) determined to be in the best interest of the County.

9. CONTRACT EXTENSION WITH NEGOTIATED PRICE ADJUSTMENTS
   The Contract fee schedule and billing rate(s) shall remain firm for the first thirty six (36) months of the Contract Term. The Contract unit price(s) for each ensuing year shall be submitted by the Contractor to the Project Officer ninety (90) days prior to the anniversary date of the Agreement. All prices shall be negotiated and approved by Arlington County in writing prior to new prices going into effect.

   Escalation or de-escalation of fee schedule and billing rate(s) for Subsequent Contract Terms shall
be determined by the County as hereinafter described in this paragraph. Any percentage of increase or decrease in negotiated prices for Subsequent Contract Terms shall not exceed: i) the percentage increase or decrease of the U.S. Department of Labor, Employment Compensation (Not Seasonally Adjusted): Employment Cost Index, for Total Compensation for all workers (Table 4) the twelve (12) month period ending in December of each Contract Year; or ii) five percent (5%); whichever percentage is lower.

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.

10. PAYMENT
Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total Work done if any, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. 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. The amount paid shall be based on the estimate of the percentage of the total Work under each Task completed during the month, subject to the Project Officer’s acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and Work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. 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.

11. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

12. REIMBURSABLE EXPENSES
No expenses except those identified in this Contract as project related expenses will be reimbursed if incurred without the prior written approval of the County and the issuance of a County purchase order detailing the specific expenses to be incurred by the Contractor and their estimated amount. Payment for approved reimbursable expenses will be made within thirty (30) days after receipt by the Project Officer of a correct invoice identifying the nature of the expense. Reimbursable expenses allowed shall be charged to the County on a unit price basis at the Contractor’s cost. All amounts paid for reimbursable expenses shall be considered part of the Contract Amount. The total amount paid for project related expenses shall not exceed the amount shown in Exhibit B.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES
No reimbursable travel-related expenses, except as noted in Exhibit B shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by the County for employees of firms outside this area, the County’s policy for reimbursement of travel-related expenses will be as follows:
Meals: The County will reimburse a contractor for the actual out of pocket expenses for employee
meals, excluding alcoholic beverages at the per diem rate not to exceed $71.00 or the individual meal rates not to exceed of $12.00 for breakfast, $18.00 for lunch, $36.00 for dinner and $5.00 for incidental expenses. Receipts are required.

Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse a contractor for no more than the cost of a single room.

Transportation:

General
Reservations shall be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation
Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by the County to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to $7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel
Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee’s job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.
14. **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.

15. **NON-APPROPRIATION**

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 non-appropriation 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 shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

16. **REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual
contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

17. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases 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. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases 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 expense.

18. **REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS**
The key personnel and sub-contractors submitted by the Contractor in its Proposal in order to qualify and thereafter accepted by County are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of the County. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the County Project Officer at least fifteen (.5) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed substitute and their qualifications, in sufficient detail to permit evaluation by the County.

The Contractor shall not remove or replace the approved Project Manager without written approval of County. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the project shall be subject to approval by County.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with the County's prior written approval.

19. **PROJECT STAFF**
The County will, throughout the Initial Contract Term and any Subsequent Contract 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, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

20. **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.

21. **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, 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 subcontract or vendor.

22. Employment Of unauthorized aliens Prohibited
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

23. 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 by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor 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.

24. SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental
Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

25. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with the same 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.

26. **VIRGINIA UNIFORM STATEWIDE BUILDING CODE**
All improvements or construction of County buildings and facilities 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 shall clearly indicate this requirement and shall indicate the applicable edition of the VUSBC utilized by the designer.

27. **ADA COMPLIANCE**
The Contractor 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 Contractor shall monitor Work performed by the construction contractor during the construction phase, and inform the County and construction contractor of any Work performed that does not conform with the ADA or other applicable requirements, to enable corrective action to be taken.

The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance with accessibility requirements under the ADA, and other applicable regulations and standards, under this Agreement. The Contractor 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 Contract Documents, the ADA, or other applicable requirements.

28. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: 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, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period").
the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract. Except as otherwise directed by the County in the notice, 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. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach 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.

29. **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. 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 and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.
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 subcontractors and settle all outstanding liabilities and claims.

30. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) 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, to the proportionate extent resulting from, arising out of, or in any way connected with the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

31. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees 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, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

32. 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 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 pursuant to this Agreement.

33. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential 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 his or her 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 his or her 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 pursuant to 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 Contract.

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

34. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures
to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

35. **DATA SECURITY**

   The Contractor agrees that it shall hold all County data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

36. **ETHICS IN PUBLIC CONTRACTING**

   This Contract incorporates by reference Article 9 of the Arlington County 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 (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its 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.

37. **COUNTY EMPLOYEES**

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

38. **FORCE MAJEURE**

   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 fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor Force Majeure, beyond the and outside the scope of the Contractor's then current disaster plan, 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 its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

39. **AUTHORITY TO TRANSACT BUSINESS**

   The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

40. **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. Furthermore, 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.

41. **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 this Contract.

42. **REPORT STANDARDS**
   Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer 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 thirty percent (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.

43. **AUDIT**
   The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

44. **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.
45. **AMENDMENTS**
This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

46. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

47. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

48. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

49. **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.

50. **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.

51. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

52. **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 judgment 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.

53. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the
sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

54. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY.

55. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

56. **NOTICES**
Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**
Stephen C. Walter, Vice President
Parsons Transportation Group, Inc.
100 M Street, SE, Suite 1200
Washington, DC 20003-3515

**TO THE COUNTY:**
Thomas Bruccoli, the County Project Officer
Arlington County, Virginia
Department of Environmental Services
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

AND
Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

58. **ACCESSIBILITY OF WEB SITE**
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other
party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm

59. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

This Contract is subject to certain provisions required by the U.S. Department of Transportation as set forth in FTA Circular 4220.1.F, which are attached as Exhibit C. Anything to the contrary notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FTA terms and conditions.

The Contractor agrees to include this clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

60. **INCORPORATION OF FEDERAL HIGHWAY ADMINISTRATION (FHWA) & VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) PROVISIONS & REQUIREMENTS**

This Contract is subject to certain provisions required by the U.S. Department of Transportation-Federal Highway Administration (FHWA) and the Virginia Department of Transportation (VDOT) as set forth in their Nondiscrimination Provision, Race-Neutral DBE Goal, FHWA 1273 Memorandum and CFR Change and Equal Employment Opportunity (Executive Order 11246, SF030AF-0708), which are attached as Exhibit D. Anything to the contrary notwithstanding, all FHWA and VDOT mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of the FHWA and VDOT terms and conditions.

The Contractor agrees to include these clauses in each subcontract financed in whole or in part with federal assistance provided by FHWA and VDOT. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

61. **INSURANCE REQUIREMENTS**

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

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. The insurance requirements herein shall not operate as a limitation of the Contractor’s liability or as a limitation of the Contractor’s duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, 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 Contract.

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

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

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, 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 Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

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 Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has 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 Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor 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 Contract or any Contract extension thereafter.

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

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

The Contractor 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 reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County 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.
The Contractor 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 Contractor. The Contractor 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 Contract.

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 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.

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 Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

PARSONS TRANSPORTATION GROUP, INC.

COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ___________________________  AUTHORIZED SIGNATURE: ___________________________

NAME AND RICHARD D. WARREN, JR.  NAME AND STEPHEN WALTER
TITLE: PURCHASING AGENT  TITLE: VICE PRESIDENT

DATE: 11/13/2012  DATE: Nov. 8, 2012
AGREEMENT NO. 241-10-7

EXHIBIT A

SCOPE OF WORK

A. PROJECT TASKS

Task orders issued under the contract resulting from this solicitation will fall within one of the Specialization Areas. Project tasks will vary depending on the nature of the specific project. The Contractor regardless of Specialization Area may be asked to perform one or more of the Project Support Services described below.

All work shall be completed to Arlington County standards, Virginia Department of Transportation (VDOT) standards, or other Federal standards as identified, depending on the scope of work.

B. SPECIALIZATION AREAS

The types of work that may be assigned per Specialization Area are described below. These work descriptions are intended to be examples and not an all-inclusive listing.

1. Transportation Planning

Transportation planning tasks include planning studies to determine the feasibility of a proposed project, and to identify and evaluate associated multi-modal transportation opportunities and impacts. Work may include establishing project purpose and goals, providing an inventory of existing conditions, developing conceptual planning layouts, proposing and analyzing alternate improvements, identifying state and federal requirements including environmental issues, performing research studies, and writing technical reports to document the study process and results.

Examples of potential work tasks include, but are not limited to:

- Strategic transportation plans
- Neighborhood conditions assessments
- Transportation Demand Management (TDM) reports and compliance reviews
- Traffic calming studies
- Regional transportation plans
- Small area plans
- Transportation demand modeling.

2. Complete Streets Engineering and Design

Complete Streets Engineering and Design work includes preparing preliminary and final street plans that accommodate the full range of right-of-way users: pedestrians, bicyclists, motorists, transit riders, and motor freight. Work may include developing, reviewing, and incorporating urban design elements and concepts for street improvement projects which may include architectural and landscaping elements, public art, Impact Design, and sustainable or "green" designs.
Examples of potential work tasks include, but are not limited to:

- Plans, profiles, and cut sheets for street improvements including roadway, sidewalk, and intersection design
- Bicycle facilities
- Transit-related facilities
- Drainage and utilities
- Parking layouts
- Landscape design
- Accessible pedestrian pathways and crosswalks
- Street lighting design
- Traffic signal design
- Signing and striping plans
- Traffic control plans
- Construction details
- Product specifications
- General notes as needed to prepare a complete bid and construction package
- Traffic Calming Design

3. **Transit Operations and Facilities Planning and Engineering**

Transit Operations and Facilities Planning and Engineering work include two principal categories: (1) operations planning & analysis, and (2) facilities and corridor planning and engineering.

Examples of potential operations planning work tasks include, but are not limited to:

- Bus stop planning and design
- Transit route planning
- Origin-destination surveys
- Transit ridership counts (boarding/alighting, time-checks, load analysis)
- Transit access improvement studies
- Comprehensive Operational Analyses (COA)

Examples of potential facilities and corridor planning and engineering work tasks include, but are not limited to:

- Major transit station planning and design
- County-wide transit system planning, including master plan updates and transit development plan updates
- Environmental planning, including the National Environmental Policy Act (NEPA) and State Environmental Review Process (SERP) processes, for major transit investments
- Maintenance and operations facility planning and design
- Planning and engineering for implementing surface transit initiatives
C. **PROJECT SUPPORT SERVICES**

The types of work that may be assigned under Project Support Services for any of the Specialization Areas are described below. These work descriptions are intended to be examples and not an all-inclusive listing. Work assignments may combine Project Support Services tasks with Specialization Area tasks.

1. **ENVIRONMENTAL SERVICES**

Examples of Environmental Services work tasks include, but are not limited to:

- Preparation of State Environmental Review Process (SERP) documentation, including coordination with State resource and transportation agencies
- Studies and documentation under the National Environmental Policy Act (NEPA)
- Full range of specific cultural and natural resource studies, including hazardous materials studies and Phase 1 and Phase 2 Environmental Site Analysis
- Sustainability planning with respect to natural resources and energy

2. **PUBLIC INVOLVEMENT**

The County may require assistance to develop and implement public participation and partnering programs associated with Division of Transportation studies, planning, design, and construction projects.

Examples of potential work tasks include, but are not limited to:

- Website development, hosting, and maintenance
- Public meeting scheduling, organizing, facilitation, recording, and documentation
- Polling and opinion collection through surveys, interviews, and electronic means
- Developing public education campaigns including informational materials, maps, brochures, and multimedia presentations, including artwork and text
- Developing and managing stakeholder mailing lists
- Purchasing media notices and advertising
- Designing collateral materials, creating templates, newsletter layouts, computer generated presentations and other related duties.

3. **SURVEY AND RIGHT-OF-WAY**

Survey and Right-of-Way work includes the preparation of accurate topographic, boundary, and right-of-way (ROW) survey and assistance with acquiring land and easements. All work shall be completed to Arlington County standards and are subject to Arlington County Right-of-Way Section approval.

Examples of potential work tasks include, but are not limited to:

- Topographic survey
- Utility designation and location services
- Boundary survey
- Flatting
- Right-of-way documents
- Land and easement acquisition
• Public records research
• Coordinating meetings

4. **GEOTECHNICAL SERVICES**
Geotechnical Services work includes performing soil borings, creating boring logs, test cores, performing laboratory tests, and developing recommendations for appropriate action.

Examples of potential work tasks include, but are not limited to:

• Geotechnical studies and analyses to determine soil properties
• Determination of ground water conditions including the presence of contaminants

5. **CIVIL ENGINEERING DESIGN**
The County may require assistance to provide a full range of civil engineering design services related to transportation facilities.

Examples of potential work tasks include, but are not limited to:

• Planning, profiling, and detailing sheets for street, sidewalk, and intersection design
• Grading and drainage plans
• Utility relocation plans
• Parking layouts
• Signing and striping plans
• Traffic control plans
• General and special conditions for construction bid packages

6. **STRUCTURAL DESIGN AND ARCHITECTURE**
The County may require assistance to develop, incorporate, and review urban and architectural design for bridge renovation work, new bridge designs, and other transportation facilities.

Examples of potential work tasks include, but are not limited to:

• Developing architectural concepts for bridges and buildings
• Structural analysis and design of bridges
• Architectural design and structural analysis and design of buildings, potentially including transit stations and maintenance facility buildings
• Structural design and architecture of innovative transit and bicycle shelters
• Work related to parking garage design, standards and equipment

7. **LANDSCAPE ARCHITECTURE AND PUBLIC ART COORDINATION**
The County may require assistance to develop, incorporate, and review streetscape, landscape, and urban design of transportation facilities or transportation-related structures.

Examples of potential work tasks include, but are not limited to: