NOTICE OF RENEWAL OF CONTRACT

TO: LEE AND ASSOCIATES, INC.
638 EYE STREET, NW
WASHINGTON, DC 20001

DATE ISSUED: October 4, 2011
CURRENT REFERENCE NO: 446-10

LANDSCAPE ARCHITECTURAL SERVICES

PRIOR REFERENCE NO: 389-09

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.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on SEPTEMBER 30, 2012.

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

The contract documents consist of the terms and conditions of Agreement No. 467-08, including any exhibits, attached or amendments thereto.

**CONTRACT PRICING:**

1) REFER TO AGREEMENT NO. 467-08 AND AMENDMENT NO 1 (ATTACHED)

2) PRICING ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON DOL CFI -U FOR THE MONTH OF JULY.

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

<table>
<thead>
<tr>
<th>VENDOR CONTACT: BANG SHON</th>
<th>VENDOR TEL. NO.: 202-466-6666</th>
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<tbody>
<tr>
<td>VENDOR PAYMENT TERMS: NET 30 DAYS</td>
<td>VENDOR FAX. NO.: 202-466-4232</td>
</tr>
<tr>
<td>TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1534412</td>
<td></td>
</tr>
<tr>
<td>EMAIL ADDRESS: <a href="mailto:BShon@leeandassociatesinc.com">BShon@leeandassociatesinc.com</a></td>
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| COUNTY CONTACT: TUNJI AKIWOLO |
|-----------------------------|---------------------|
| COUNTY TEL. NO.: 703-228-7426 |

**CONTRACT AUTHORIZATION**

<table>
<thead>
<tr>
<th>DISTRIBUTION</th>
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<tr>
<td>VENDOR: 1</td>
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<td>BID FOLDER: 2</td>
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MARYAM ZAHORY, CPPB
PROCUREMENT OFFICER

[Signature]

DATE: 10/4/2011
UPDATED EXHIBIT B, Agreement No. 467-08

Hourly Billing Rates; 2012

Per Agreement No. 467-08, Exhibit B, Lee and Associates, Inc. requests no change in the HOURLY BILLING RATES as listed on the current contract our firm holds with the county for Landscape Architectural Services.

The Rates will remain as follows:

Principal: $216.00

Senior Associate: $160.00

Associate: $120.00

Landscape Designer: $80.00

Marketing Coordinator: $70.00

Signed:

[Signature]

Jeff Lee, FASLA
Principal & President
Lee and Associates, Inc.
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 467-08

AMENDMENT NUMBER 1

REFERENCE NUMBER 446-10

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 467-08 ("Main Agreement") and made between Lee + Papa and Associates, Inc., 638 Eye Street, NW, Washington, DC 20001 ("Contractor"), a District of Columbia Corporation authorized to do business in the Commonwealth of Virginia and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

WHEREAS, Lee + Papa and Associates, Inc. and the County entered into the Agreement for Lee + Papa and Associates, Inc. to provide certain landscape architectural services, and

WHEREAS, Lee + Papa and Associates, Inc. changed its name to Lee and Associates, Inc., and

WHEREAS, Lee + Papa and Associates, Inc. Corporation has agreed to transfer its rights and responsibilities under the Main Agreement to Lee and Associates, Inc., and

WHEREAS, the County and Lee + Papa and Associates, Inc. agree to have Lee and Associates to provide services under the Main Agreement beginning on October 1, 2010 ("Effective Date"); and

WHEREAS, the parties wish to accept and continue with the Agreement, with the changes as stated herein, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. IN PLACE OF LEE + PAPA AND ASSOCIATES, INC., THE COUNTY AGREES THAT LEE AND ASSOCIATES, INC. SHALL BE THE CONTRACTING PARTY.
2. CHANGE CONTRACT TERM PARAGRAPH TO READ AS FOLLOWS:

**CONTRACT TERM**

Work under this Agreement will commence upon execution of this Agreement and be completed no later than September 30, 2010 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice Of Award authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods from October 1, 2010 to September 30, 2015 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

3. CHANGE CONTRACT EXTENSION WITH PRICE ADJUSTMENT NEGOTIATED UP TO CPI-U PARAGRAPH TO READ AS FOLLOWS:

**CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in JULY of each Contract Year.

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

**TERMS AND CONDITIONS**

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

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LEE + PAPA AND ASSOCIATES, INC.

TAXPAYER ID NUMBER,
SSN/EIN 52-1534412

AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: 10/7/10

AUTHORIZED SIGNATURE:

NAME AND DEFF LEE, PRESIDENT
TITLE: 

DATE: 7 Oct 2010
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 467-08

THIS AGREEMENT is made, on the date of execution by the County, between
Lee + Papa and Associates, Inc., 638 Eye Street, NW, Washington, DC
20001 ("Contractor"), a District of Columbia Corporation authorized to
do business in the Commonwealth of Virginia, and the County Board of
Arlington County, Virginia ("County"). The County and the Contractor,
for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of
Work) and Exhibit B (Hourly Billing Rates). 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 and Exhibit A shall
prevail over Exhibit B.

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

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work
is provision of landscape architectural services for the modernization
and renovation of various County parks, playgrounds and open spaces.
The Contract Documents set forth the minimum Work estimated by the
County and the Contractor to be necessary to complete the Work. It
shall be the Contractor's responsibility, at the Contractor's sole
cost, to provide the specific services set forth in the Contract
Documents and sufficient services to fulfill the purposes of the Work.
Nothing in the Contract Documents shall be construed to limit the
Contractor's responsibility to manage the details and execution of its
Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject
to the general control, review and approval of the County Project
Officer, who shall be appointed by the Director of the Arlington County
Department of Parks, Recreation & Cultural Resources or designee. The
Contractor shall not comply with requests and/or orders issued by other
than the Project Officer or designee. However, it shall be the
responsibility of the Contractor to manage the details of the execution
and performance of its Work under this Contract.
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").

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.

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.

CONTRACT TERM
Work under this Agreement will commence upon execution of this Agreement and be completed no later than September 30, 2010 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice Of Award authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from October 1, 2010 to September 30, 2012 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor for each assigned Project in accordance with the terms of the Payment paragraph and Exhibit A and based on the approved by the County Total Project Amount. This amount will be derived from the Contractor’s Billing Hourly Rates as illustrated in Exhibit B.

The Contractor agrees that the total payment for each assigned project will not exceed the approved Total Project Amount, regardless of the number of hours spent in the performance of the tasks or the amount of reimbursable expenses previously approved by the County. No additional compensation will be paid for work within the approved Scope of Work for the assigned project, unless it is approved in writing by the County Project Officer. The Total Project Amount includes all of Contractor’s General Conditions cost and fee (Profit).
NOT-TO-EXCEED PROJECT COST
The Contractor shall create and provide to the County detailed construction drawings, specifications and contract documents that will be sufficient for the County to obtain competitive bids that fall within twenty Percent (20%) of the Contractor's cost estimate accepted by the County for the work. This cost estimate shall be referred to as the Not-to-Exceed Project Cost. If the lowest competitive bid exceeds the Not-to-Exceed Project Cost, and the County's negotiations with the lowest responsible bidder fail to result in a price within the Not-to-Exceed Project Cost, the Contractor shall redesign the Project and provide revised construction drawings and specifications at no additional cost to the County for a re-bid that will result in competitive bids that fall within the Not-to-Exceed Project Cost.

The Contractor's final cost estimate shall be commensurate with the level of design approved by the County. The Contractor shall submit a cost estimate at completion of Schematic Design and 75% Construction Documents. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor shall notify the County and shall work with the County to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the budget. Substantial changes in the Project scope, such as those which affect the area or function of the proposed facility must be justified by the Contractor and approved by the County's Project Officer.

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

However, in making any partial payments, there will be retained by the County five percent (5%) of the amount of the estimate upon which the partial payment is based until final completion and acceptance of the Work covered by the Agreement.

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

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit A unless otherwise agreed.

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 and the issuance of a 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 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.

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

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

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

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

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

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

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

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

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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

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

INDEMNIFICATION

The Contractor covenants to hold harmless, and indemnify the County and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards and commissions (collectively the "County") from and against any and all losses, damages, injuries, costs (including court costs and attorney's fees) or charges resulting from or arising out of the Contractor's negligent acts, errors or omissions, or breach of the applicable professional standard of care in performance of its services pursuant to the Agreement. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

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

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of

Agreement No. 467-08
the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

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

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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 the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, 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.

AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Contract.

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 the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

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

Agreement No. 467-08
DELIBERATION
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

The Contractor shall provide, or cause to be provided, all technical
expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

**CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in SEPTEMBER of each Contract Year.

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

**FOR NON-LOCAL FIRMS ONLY, IF NOT PART OF LUMP SUM:**

**REIMBURSABLE TRAVEL-RELATED EXPENSES**

No reimbursable travel-related expenses shall be allowed for employees of firms located within the Washington Metropolitan Area. 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 the Contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate of $41.00 or the individual meal rate of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are not required.

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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 the Contractor for no more than the cost of a single room.

Transportation: Reservations shall be made in advance whenever possible to take advantage of available discounts. Receipts must be submitted for any inter-city public transportation used. Air fare will be reimbursed at coach rate only. Reimbursement for the use of personal vehicles shall be negotiated with the County at the time of contract negotiations, except that the mileage rate paid by the County shall not exceed the then current mileage rates paid by the County to its employees. Parking expenses are reimbursable up to $7.00 per day.

Ineligible expenses: Entertainment, alcoholic beverages, medical treatment, laundry, extraneous travel and living expenses that one would normally incur while at home.

Time limit: Requests for travel reimbursement covering the above submitted more than 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 (other than 1 call for "safe" arrival/departure).
3. Self-entertainment activities (pay TV, movies, night clubs, health clubs, theaters, bowling...etc.)
4. Personal expenses (laundry, valet, haircuts)
5. Personal travel insurance (life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs and maintenance 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.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance

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review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

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

**PAYMENT TERMS**

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

**ADJUSTMENTS FOR CHANGE IN SCOPE**

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

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

TERMINATION FOR CAUSE
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform the Work required within the Customary Standards of Care or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services performed by the Contractor within the Customary Standard of Care and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs
required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

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

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the 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 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 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

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understands that the County may require 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 in this Contract.

**INSURANCE REQUIREMENTS**

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

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

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

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

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

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

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

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

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

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

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

NOTICES
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 over night or similar delivery
service, or (c) deposited in the United States mail, postage prepaid,
certified or registered, addressed as follows:

TO CONTRACTOR:

MARK A. PAPA, PRINCIPAL
LEE & PAPA AND ASSOCIATES, INC.
638 EYE STREET, NW
WASHINGTON, DC 20001

TO COUNTY:

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

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative
and no such remedy shall be exclusive of any other remedy available to
the County at law or in equity.

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

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this
Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LEE + PAPA AND ASSOCIATES, INC.

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 8/24/09

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Jeff S. Lee, Principal
DATE: 8/21/09

TAXPAYER ID NUMBER, SSN/EIN 52-1534412
AGREEMENT NO. 467-08
EXHIBIT A

SCOPE OF WORK

The Contractor shall provide a full range of landscape architectural design services necessary for the planning, design and construction of urban open spaces, parks and recreational facilities of varying sizes and improvement needs as determined by Arlington County staff on an as-needed basis. The work under this contract will be performed primarily in existing parks and facilities and may be initiated by any of several Arlington County project officers. The development of scope of work for any project under this contract may require that the Contractor work with other departments internal to Arlington County.

The scope of work for any given project may include, but is not limited to the following:

- Planning and/or Design
- Master Planning Studies
- Feasibility Studies
- Design Guidelines
- Schematic Design Studies
- Design Standard Details
- Design Standard Specifications
- Field Survey and Site Analysis
- Photographic Documentation
- Development of detailed project scope of work
- Presentations to stakeholders including civic associations and Arlington County Board appointed commissions
- Preparation of plans and specifications for construction bids
- Revising construction plans for corrections identified by permit review
- Construction Management
- Preparation of Construction Estimates
- Participation in construction bidding process including pre-bid .and pre-construction meetings with construction contractors
- Construction Supervision and Walk-through Inspection
- Reviewing Shop Drawings

The Project Officer will provide a general description of each project to the Contractor and may provide preliminary scope of work, sketches, topographic/site maps and a project cost budget. Alternatively, the Project Officer may require that the Contractor develop the scope of work by conducting meetings with all stakeholders, including appropriate Arlington County staff and citizen groups, to obtain input. The development of a scope of work by the Contractor may require periodic review of alternatives by Arlington County and citizen groups.

The Contractor may be directed by the Project Officer to develop and conduct presentations and work sessions with citizen groups, civic associations and Arlington County Board appointed commissions. The Contractor shall lead and facilitate this community-based design processes on an as-needed basis and as may be determined by the Project Officer.
The Contractor may be required by the Project Officer to conduct a field survey. Survey limits shall be clearly identified and described in the Contractor’s proposal for each project. All existing utilities shall be identified by the Contractor as may be required by the Project Officer.

The Contractor may be required to prepare the specifications package for a project. If required by the Project Officer, the Contractor shall prepare only the technical specifications relating to the scope of work for the project. Arlington County will add the general specifications conditions and instructions to bidders to the package. All specifications prepared by the Contractor shall be submitted to the Project Officer in the Construction Specifications Institute (CSI) format and in Microsoft Word on a computer disk (CD) or as an E-mail attachment.

The Contractor may be required to work and collaborate with a public art designer (artist) as may be designated by Arlington County to design and/or construct artworks for specific projects.

The Contractor shall provide all project documents including design and construction drawings electronically in AutoCAD 2007 or later, Microsoft Office and Microsoft Project; or in any combination or format that Arlington County may require.

For each project the Contractor shall submit a proposal for approval by the County. No work can be performed by the Contractor until the receipt of a valid County Purchase Order.

A request for a quote from the County will provide information on the phases required for the project. A total fee for the project, supported by a detailed man-hour estimate by staff category that agrees with the approved hourly billing rates by category in the contract will be submitted with the Contractor’s proposal.

A. PROJECT PHASES

The Contractor shall provide services for projects in one or more of the following phases:

1. SCHEMATIC DESIGN
2. DESIGN DEVELOPMENT
3. CONSTRUCTION DOCUMENTATION
4. BIDDING
5. CONSTRUCTION ADMINISTRATION AND CLOSE-OUT

B. SCHEMATIC DESIGN PHASE

1. The Contractor shall develop and prepare schematic design alternatives within the established budget provided by the County.

2. The Contractor shall meet with County staff and citizens as required in the development of the schematic design alternatives.
3. The Contractor shall include in the Schematic Plan Documents an outline of major design elements and materials.

4. The Contractor shall make modifications, as required by the County, to the Schematic Design drawings as part of the final Schematic Design submittal.

5. If requested by the County, Contractor shall present the final schematic design plans to the appropriate stakeholder group or Civic Association to gain community support.

6. The Contractor shall not proceed with the Design Development Phase until the County approves the final Schematic Design Plan.

C. DESIGN DEVELOPMENT PHASE

1. Based on the approved Schematic Design plans, the Contractor shall develop the design documents insuring that the design is viable and resolving conflicts and insuring an optimum design within the project cost budget limitations and meeting the County's objectives.

2. The Contractor shall include an outline of major specification sections to be included in the construction documentation phase.

3. The Contractor shall submit design plans for review by the County. If required, the Contractor shall attend a comment review meeting with the Project Officer and appropriate County staff to review, discuss and resolve all Design Development review comments.

4. The Contractor shall not proceed with the Construction Documentation Phase until the County approves the Design Development plans.

D. CONSTRUCTION DOCUMENTATION PHASE

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the Contractor shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2. The Contractor shall advise the County of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

3. Construction drawings shall be prepared and submitted for review at various stages of progress as stated on the project agreement.

4. Final complete construction contract documents shall be provided with professional seals and signatures. Documents shall be complete and ready for permit review submission and preparation of bidding documents.
5. Provide construction contract documents that are in conformance with generally accepted landscape architectural practices and comply fully with all applicable codes, regulations and standards including American Society of Testing Materials (ASTM) Standards, Consumer Product Safety Commission (CPSC) Handbook of Public Playground Safety, the Virginia Uniform Statewide Building Code, the Uniform Federal Accessibility Standards and the Americans with Disabilities Act.

6. Obtain all permits and approvals required from the appropriate government agencies including the County and by other approving agencies except those work related permits required of the General Contractor such as trade permits. Design revisions by the Contractor to meet the requirements of approving authorities shall be done at no cost to County. The County shall pay for the cost of permits and issue funds directly to the appropriate agencies. The County Project Officer will assist the Contractor in obtaining the permits and approvals described above when requested by the Contractor.

7. Prepare cost estimates for the project. Estimates shall be provided at the completion of the Schematic Design and 75% and 100% Construction Document Phases.

8. The Contractor shall schedule and attend post-submission meetings with CPHD-ISD for building permit review.

9. The Contractor shall respond to all review comments and keep the Project Officer advised of progress and completion of reviews.

10. The Contractor shall submit progress print sets at 50% and 75% of CD stage for County review.

11. The Contractor shall submit, obtain approval of and secure the required Building and Plan permits from CPHD-ISD, DES and all other required County agencies (Fire, Water, Health, etc.) The Contractor shall provide prints of documents required for the DES, and CPHD-ISD and building permit review and approval.

12. The Contractor shall provide for a CD Plan Review Meeting with the Project Officer after the receipt of CPHD-ISD review comments, and shall incorporate all review comments into the construction documents. The Contractor shall reconcile all CPHD-ISD permit review comments and County review comments into the 100% CD prior to the start of construction.

13. The Contractor shall provide the following documents and materials to the County for reproduction or other use by the County in bidding the project:

   a. One (1) complete copy of the construction plans;
   b. Original and one (1) copy of the specifications as per the description in paragraph E;
   c. The latest estimate update of probable construction cost;
   d. All required permits obtained from CPHD-ISD, for building, including permits;

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e. Two (2) compact disks, each containing the final 100 percent construction documents (including mechanical, electrical and plumbing plans and specifications). Drawing files shall be in AutoCAD, version 2007 or later, and specifications shall be in MS Word.

E. BIDDING PHASE
The County will provide an electronic file of the General and Special Conditions, Bid Form and any other "boiler plate" documents generally included in the Bid Documents, and the Contractor shall ensure that the documents they provide do not duplicate or contradict the County language. However, the Contractor shall review the General Conditions section and provide necessary revisions specific to this project. The Contractor shall provide assistance in the bidding process to include preparation of bid documents, attendance at the pre-bid meeting and answering bidders' questions and assistance with drafting any necessary amendments. Once bids are received and opened by the County, the Contractor shall assist in the bid review and evaluation process and make recommendations as required.

1. The final documents will be submitted by the Project Officer to the County Purchasing Agent for review and the preparation of Bid Documents.

2. The Contractor shall attend and actively participate in pre-bid conferences.

3. The Contractor shall assist the County in design interpretation and preparing responses to bidder's questions for each separate prime contract, whether for construction, materials, equipment or services. Consult with County on the acceptability of any substitute materials and equipment proposed by potential bidders when the bid documents permit substitution during the bidding process.

4. Upon receipt of construction bids the Contractor shall, upon request, assist the Project Officer in reviewing the bids and, if necessary, negotiating with the bidder(s).

F. CONSTRUCTION ADMINISTRATION AND CLOSE-OUT PHASE
Upon County award of a general construction contract the Contractor, upon request by the Project Officer, shall provide the following services:

1. Consultations: The Contractor shall consult with and advise the Project Officer on all technical matters and act as the County's representative in dealing with the construction contractor on all such matters. The County's instructions to the construction contractor(s) will be issued through the Contractor, who has authority to act on behalf of the County to the extent provided in this Agreement and in the general conditions of the construction contract except as otherwise provided in writing.

2. Requests for Information (RFI), Interpretations and Clarifications: The Contractor shall issue all necessary
interpretations and clarifications of the construction documents and submit responses to RFI’s prepare resultant field orders and make recommendations to the Project Officer regarding Change Orders. All such responses shall be transmitted with reasonable promptness.

3. Field and Change Orders: Issues Field Orders and assist the Project Officer in Preparing and issuing Change Orders. Any matters of a technical nature which affect the integrity of the exterior architectural, structural or fire safety systems or which affect the integrity or operation of the mechanical, plumbing, or electrical systems shall be validated by the Contractor before a Field Order or Change Order is issued.

4. Shop Drawings: The Contractor shall review and approve (with or without Conditions), reject or take other appropriate action on Shop Drawings and other submittals required of the construction contractor. The Contractor shall track and update the shop drawing submittal log. The Contractor shall review for conformance with the Project Design concept and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences or construction procedures or safety precautions and programs incident thereto. The Contractor shall evaluate and determine the acceptability of any equal materials or equipment proposed by the construction contractor. Shop drawings and submittals shall be returned by the Contractor to the County with review comments no less than 14 calendar days after receipt of said shop drawings and submittals by the Contractor, unless written notice of extended review duration is provided.

5. Periodic Site Visits and Inspection of Work in progress: A Contractor representative knowledgeable in the work underway shall visit the site at regular intervals as appropriate for the stage of construction and requested by the County’s Project Officer to observe and determine whether such work is proceeding in accordance with the Construction Documents and shall keep the Project Officer informed of the general progress of the work in relation to the overall schedule. During periodic visits to the Site to observe the work in progress, the Contractor shall, as a minimum, spot check the work installed and the work in progress to determine strict compliance with the requirements of the Construction Contract Documents and the codes and installation/workmanship standards listed therein.

6. Progress meetings: Contractor shall attend progress meetings if requested by Project Officer.

7. Supplemental Inspections and Tests: For work not in compliance with the Construction Contract Documents, the Contractor shall, with the Project Officer’s approval, require additional or supplemental inspection or testing. The Contractor shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, determine whether their content complies with the requirements for approval by the issuing agency.
Contractor shall also determine whether the results certified indicate compliance with the Construction Contract Documents.

8. Punch-list Inspection: Prior to scheduling a substantial completion punch-list inspection, the Contractor shall verify that the Project is, in fact, ready for such an inspection and advise the County in writing of same.

9. Project closeout: The Contractor shall receive the “As Built” drawing mark-ups from the construction contractor and transfer data to the “Record Drawings.” Prepare Record Drawings and label with “RECORD DRAWINGS-CONTRACT-NO. ----------” on each page. Prepare and submit the Record Drawings in electronic media in a form and program acceptable to the Project Officer.

10. The Contractor shall provide Project closeout services including review and approval of the schedule of values and payment requests: review of as-built drawings prior to transferring data to the “Record Drawings” as defined in item 11 above. The Contractor shall receive and review operations and maintenance (O & M) instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by construction contractor in accordance with the construction contract documents and shall transmit them to the County with written comments.

11. Final Completion Inspection: The Contractor shall conduct a Final Completion Inspection to determine if the completed work is in compliance with the construction contract and is acceptable to the Contractor and the County. The Contractor shall notify the County of such inspection in time to allow the Project Officer to participate in the inspection. If the Final Completion Inspection is successful, then the Contractor may recommend, in writing, final acceptance and payment to the construction contractor and give written notice to the County and the construction contractor that the work is acceptable. The Contractor may, however, accept some portions of the Work and reject others or may accept some or all of the work subject to certain conditions. Written notice shall be provided to the County and construction contractor of the results of such inspections.

G. COMPENSATION

The Contractor will be paid on a lump sum basis in accordance with the “Payment” paragraph in this Agreement, based on the percentage of completion of the Phases.

The Contractor will also be reimbursed for the following allowable expenses, per the “Reimbursable Expenses” paragraph of this Agreement:

1. Electronic or hard-copy reproduction of materials in excess of the quantities to be provided in the base services.

2. Travel from Contractor’s office in Washington, DC to County offices, jobsite or other locations requested by the Project Officer at the IRS published mileage rate at time of travel.
3. Parking fees when required for Project related meetings or site visits
4. Courier or delivery charges associated with delivery of shop drawings, documents or other materials applicable to the Project.
5. Long distance phone charges as needed for preparation of Project documents
6. Drafting services for ‘As-built’ or Record Drawings
7. Meeting expenses specifically requested by the Project Officer.

H. ADDITIONAL SERVICES

The County may determine the need for additional work by the Contractor. Upon a request from the County, the Contractor shall prepare a cost proposal for any such work. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties. Examples of Additional Services include, but are not limited to, the following:

1. Substantial change in the overall design, after written approval of any stage of the design or after work is under construction.
2. Drawing revisions for construction contractor requested substitution approved by the County’s Project Officer.
3. Change in scope of the Project as directed by the Project Officer.
4. The Contractor’s participation in a Value Engineering Study.
5. Extension of construction beyond the duration shown in the project schedule resulting in the County requiring extended staff assignments for construction administration services, or requests from the County for a greater number of Periodic Site Visits or attending a greater number of Construction Progress Meetings.
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EXHIBIT B  

HOURLY BILLING RATES

The following are the Contractor’s fully burdened hourly rates by labor (staff) category to determine the Lump Sum Fee Amount for individual project assignments under this Agreement.

<table>
<thead>
<tr>
<th>STAFFING CATEGORIES</th>
<th>HOURLY BILLING RATES</th>
</tr>
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