NOTICE OF AWARD OF CONTRACT

TO: AECOM Technical Services Inc.
4 North Park Dr.
Hunt Valley, MD 21030

DATE ISSUED: February 19, 2015
CURRENT CONTRACT NO: 663-15

CONTRACT TITLE: Completion of VISSIM Analysis

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 1, 2015.

The contract documents consist of the terms and conditions of Agreement No. 663-15, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO Section 4 (ATTACHED)

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

CONFLICT OF INTEREST:
PRIOR TO PLACING AN ORDER FOR GOODS OR SERVICES UNDER THIS CONTRACT, EMPLOYEES ARE RESPONSIBLE FOR ENSURING THAT THEY NOT PROHIBITED FROM PARTICIPATING IN THE CONTRACT UNDER THE RULES SET FORTH IN ARTICLE 9-103 OF THE ARLINGTON COUNTY PURCHASING RESOLUTION.

VENDOR CONTACT: Alan H. Straus
TELEPHONE NO.: 410 785-7220
EMAIL ADDRESS: straus.alan@ae.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: Matthew Huston
TELEPHONE NO.: 703 228-3267
EMAIL ADDRESS: Mhuston@arlington va.us

CONTRACT AUTHORIZATION

Richard D. Warren, Jr. CPPB
Purchasing Agent

DISTRIBUTION

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

AGREEMENT NO. 663-15

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between AECOM Technical Services Inc. ("Contractor"), a State of California Corporation authorized to do business in the Commonwealth of Virginia, ("Contractor"), 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 and Exhibit A (Scope of Work, Schedule and Budget), ("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 and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

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

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to complete the Existing Conditions VISSIM and No-Build Conditions Synchro and VISSIM analyses that were started as part of the Crystal City Streetcar project. 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 the Work.
3. **CONTRACT TERM**

The Work shall commence on February 2, 2015, and shall be completed by the dates shown on the Schedule in Exhibit A, subject to any schedule modifications mutually agreed by the parties and recorded in writing. No Work shall be deemed complete until it is accepted by the Project Officer. The Contract term shall expire on September 1, 2015.

4. **CONTRACT AMOUNT**

This is a cost-reimbursement contract. The Contractor shall be paid the unit prices shown in the Exhibit A up to a maximum of $49,484.48 ("Contract Amount"). 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.

5. **PAYMENT**

The Contractor will be paid monthly upon submission of a complete invoice, satisfactory to the Project Officer, that meets the requirements of this section and other applicable provisions of the Contract Documents. 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, 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 County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

6. **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 the Scope of Services described herein and in Exhibit A that does not comply with
the Customary Standard of Care, which are discovered within a twelve month period from the final completion of Work.

7. 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").

8. 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.

9. 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 pursuant to the Contract Documents.

10. 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 work or that the Contractor's services have 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 Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

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11. ADDITIONAL SERVICES

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

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

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 A.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

No reimbursable travel-related expenses 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 $41.00 or the individual meal rates not to exceed $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. 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 to the subcontractor 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 subsection 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, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

15. **NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia 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. 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 ordering 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. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

17. 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 (15) 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.

18. 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 pursuant to this section, 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.
19. **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.

20. **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.

21. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, 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 that term is defined in the federal Immigration Reform and Control Act of 1986.

22. **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.

23. 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"). If 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.

24. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County’s 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 reasonable 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 designated 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.

25. 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, 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 or failure to adhere to the Customary Standard of Care, 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.

26. 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.

27. 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 Contract. 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 Contract, the Contractor’s remedy in the event of termination of or dispute over the terms of this Contract 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 Contract 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 Contract 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 Contract.

28. 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.

29. **CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result 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.

30. **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 State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-490.1 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 was 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 procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

31. **COUNTY EMPLOYEES**

No 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.

32. **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, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, 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.

33. **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 sole option of the County.

34. **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors 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.
35. **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.

36. **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a 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 these 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.

37. **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 and 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.
38. 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.

39. AMENDMENTS

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

40. 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.

41. 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. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. 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.

42. 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.
43. **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.

44. **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.

45. **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.

46. **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 a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. **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.

48. **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; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.**

49. **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 which the heading precedes.
50. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract 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:

Mr. Alan H. Straus
AE.COM Technical Services, Inc.
4 North Park Drive, Suite 300
Hunt Valley, MD 21030

TO THE COUNTY:

Matthew Huston, Project Officer
Department of Environmental Services
Arlington County
2100 Clarendon Blvd., Suite 900, Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
52. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

53. **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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and 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 minimum insurance coverage shall be:

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. Evidence of Contractual Liability coverage shall be typed on the certificate.

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

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for 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 an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. It is the Contractor’s responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. 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 replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

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 - The insurance certificate 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 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' certificates of insurance to the County immediately upon request by the County.
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 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 negligent action, omission, commission or operation under the Contract, or failure to comply with the Customary Standard of Care 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 and the alternative coverages are submitted to and reasonably acceptable to the County.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 2/18/15

AECOM technical Services, Inc.

AUTHORIZED SIGNATURE:

NAME: Alan H. Strauss
TITLE: Mid Atlantic Area Manager
DATE: 2/12/15
Exhibit A
December 18, 2014  
*Revised January 20, 2015*  
*Revised January 23, 2015*

Mr. Matthew Huston, P.E.  
Senior Transit Engineer  
Arlington-Fairfax Streetcar Program  
Arlington County Department of Environmental Services  
2020 14th Street North, Suite 500  
Arlington, Virginia 22201

Subject: **Crystal City VISSIM Models Project, Arlington, VA**

Dear Mr. Huston:

Following up on our recent telephone conversations, AECOM Technical Services, Inc. (AECOM) is pleased to submit the attached revised proposal to complete the 2035 No-Build VISSIM Models, which were initiated under the Crystal City Streetcar Project. We understand that Arlington County can authorize these services under a new contract with AECOM.

We believe that the proposed scope of work and proposed budget are appropriate for the intended work; however, we are certainly willing to work with you and your staff to modify the scope and budget, if necessary. We look forward to continuing to work with you!

Should you have any questions, please do not hesitate to contact me at (410) 891-9292.

Sincerely,

Timothy A. Ryan, PE, PTOE  
Group Manager, ITS/Traffic Engineering  

TAR:ac  
Attachments  

cc: Alan H. Straus, Mid-Atlantic Area Manager  

20834567

This document includes proprietary data that shall not be duplicated, used or disclosed outside Arlington County for any purpose other than to evaluate this document. This restriction does not limit Arlington County’s right to use information contained in this document if it is obtained from another source without restriction.
CRYSTAL CITY VISSIM MODELS
SCOPE OF WORK

This work is a continuation of the previous Crystal City Streetcar Environmental Assessment project that was terminated prior to the completion of the Analysis of Transportation Effects task including the No-Build traffic analyses. Arlington County has requested that AECOM (formerly URS) complete the Existing Conditions VISSIM and No-Build Conditions Synchro and VISSIM analyses that were started as part of the Crystal City Streetcar project. Synchro Version 8(build 806, revision 77) and VISSIM Version 5.4-08 will continue to be used for this new work.

The Consultant shall perform work as described below on behalf of Arlington County ("County"). All work shall be completed to Arlington County, Virginia Department of Transportation (VDOT), or other Federal standards as identified, depending on the Scope of Work.

The following tasks are the elements in this Scope of Work:

Task 1: Existing 2012 Volume Finalization
Task 2: Future 2035 No-Build Volume Finalization
Task 3: 2012 Existing Conditions VISSIM Models
Task 4: 2035 No-Build Synchro Models
Task 5: 2035 No-Build VISSIM Models
Task 6: Documentation of Existing and No-Build Traffic Analyses

The various tasks will be conducted simultaneously to the greatest extent possible.

The Consultant Scope of Services is predicated on the assumption that the County will provide the following:

- A detailed bus operating plan for the bus Transitway
- Volumes and signal timings for the intersections of
  - Army Navy Drive and South Joyce Street
  - Army Navy Drive and Pentagon City Mall Entrance east of South Joyce Street
- Specific direction regarding transit signal priority (green extension/red truncation) to be incorporated in the model

Corridor Study Area Limits- (the "Corridor")

The study area is contained within Arlington County. The geographic limits of the study area are:

- Army Navy Drive in the north
- South Joyce Street in the west
- Crystal Drive and Potomac Avenue in the east
- South Glebe Road in the south
The following intersections will be included in the No-Build Traffic Analysis:

1. US 1/Jefferson Davis Hwy and S Glebe Rd
2. S Glebe Rd and Potomac Ave
3. 33rd St and Potomac Ave
4. US 1/Jefferson Davis Hwy and 33rd St/Crystal Dr
5. US 1/Jefferson Davis Hwy and 27th St
6. US 1/Jefferson Davis Hwy and 23rd St
7. US 1/Jefferson Davis Hwy and 15th St
8. Crystal Dr and 29th St
9. Crystal Dr and 27th St
10. Crystal Dr and 26th St
11. Crystal Dr and 23rd St
12. Crystal Dr and Ped crossing North of 23rd St
13. Crystal Dr and Ped crossing South of 20th St
14. Crystal Dr and 20th St
15. Crystal Dr and 18th St
16. Crystal Dr and 15th St
17. 23rd St and Fern St
18. 23rd St and Eads St
19. 23rd St and Clark St
20. 20th St and Eads St
21. 20th St and Clark St
22. 20th St and Bell St
23. 18th St and Fern St
24. 18th St and Eads St
25. 18th St and Bell St
26. 15th St and Hayes St
27. 15th St and Fern St
28. 15th St and Eads St
29. 12th St and Hayes St
30. 12th St and Fern St
31. 12th St and Eads St
32. Clark St and 12th St
33. Clark St and 27th St
34. Bell St and 18th St
35. Bell St and 15th St
36. Army Navy Dr and Hayes St
37. Army Navy Dr and Fern St
38. Army Navy Dr and Eads St
39. Army Navy Dr and 12th St
40. Army Navy Dr and South Joyce Street
41. Army Navy Dr and Pentagon City Mall Entrance east of South Joyce Street
An estimated budget and labor hour estimates for each task have been provided as Exhibits B and E. To preserve flexibility in the performance of the work, the parties may agree to re-allocate staff assignments or the level of effort expended among the tasks, as long as the total cost for all tasks remains within the not to exceed contract amount. The parties recognize that the hours are only an estimate provided by the Contractor, but will be used by the parties as a tracking tool to ensure that the project is managed effectively. The parties also recognize that development of travel demand forecasts and calibration of simulation models require extensive application of professional judgment; it can sometimes be difficult to reach consensus as to when such forecasts and calibrations are satisfactorily completed. AECOM will work with County staff to refine the forecasts and calibrations to the extent possible within the available budget.

This Scope of Work is to complete a No-Build Traffic Analysis of the Crystal City Streetcar study area, as described in detail below. The project extended between the Pentagon City Metrorail Station in the north and the vicinity of the intersection of Potomac Avenue and South Glebe Road in the south. The southern terminus is near the southernmost Arlington station on the Crystal City Potomac Yard bus Transitway. AECOM will develop a VISSIM simulation of the proposed transit system improvements along the corridor as part of the No-Build model. This simulation will be a conceptual analysis and will focus on the transit operations, traffic, and transportation effects along the corridor that have been previously approved. This analysis will be based on the data collection and modeled scenarios developed as part of earlier related projects.

A maximum of two meetings in Arlington County offices have been assumed in the preparation of this proposal.

Arlington County Department of Environmental Services Director will assign a Project Officer to manage work under this Agreement.

As a contingency task, the Future 2035 No-Build Volumes may be redeveloped using a revised demand model or a different process at the request of Arlington County; however, this scope of services assumes that minimal revision to the No-Build Vehicular Volumes will be required.

**Task 1: 2012 Existing Volume Finalization**

The Existing Conditions VISSIM models will be expanded to include two new intersections along Army Navy Drive at the Pentagon City Mall Entrance and at South Joyce Street. Arlington County will provide raw Turning Movement Counts at the two intersections, including pedestrian volumes. To provide consistent balanced vehicular volumes that match the larger network, the raw volumes at these two new intersections will be grown or factored from the year of their collection to represent 2012 volumes. These factored raw volumes will then be balanced with the larger available Existing Conditions 2012 Balanced Vehicular Volumes.
It is anticipated that providing approved and Finalized 2012 Existing Conditions volumes to be used in the remainder of the tasks will require no more than 17 person-hours on the part of AECOM.

**Deliverables include:**

1. Final 2012 Existing Conditions Weekday AM & PM Peak Hour Balanced Vehicular Volume Diagrams
2. 2012 Existing Conditions Weekday AM & PM Peak Hour Pedestrian Volumes

**Task 2: Future 2035 No-Build Volume Finalization**

As part of the original Crystal City Streetcar project, Arlington County and AECOM worked together to define the No-Build transportation network improvements including but not limited to roadway and intersection geometry, potential signal timing optimization, roadway directionality modification, etc. by utilizing various planned/approved projects deemed to impact the Streetcar study area. This transportation network was reviewed and approved by Arlington County and served as the basis for volume development and traffic analyses.

Due to the removal of the Columbia Pike Streetcar along Army Navy Drive and 12th Street from the 2035 No-Build Conditions, revised network geometry will be developed using the previously approved No-Build VISSIM model. The roadway along Army Navy Drive will reflect existing conditions, while 12th Street will include the connection between South Fern Street and South Eads Street. This revised No-Build VISSIM model will serve as the new go-by for all No-Build geometry and will be reviewed and approved by Arlington County prior to the start of the finalization of the 2035 No-Build Balanced Volumes.

The future volume development process initiated under the original Crystal City Streetcar project used the existing regional MWCOG model, which had been recently calibrated for use on the Purple Line in tandem with applying transit models developed specifically for corridor circulators/distributors in other urban areas, notably Los Angeles, Miami, Chicago and Detroit. The MWCOG and separate Transit Demand Models were updated with planned modifications to the local roadway and transit networks in combination with forecasted land-use and socio-economic data to represent the future 2035 No-Build Conditions.

The final output of the demand models provided vehicular growth components (accounting for modal shift) and future No-Build volumes for each link present in the MWCOG regional model. A spreadsheet was then developed to provide link equivalencies between the combined (MWCOG and Transit) demand model network and the VISSIM network. A systematic review was performed to determine whether the link growth rate (directional peak hour) or the absolute volume difference or delta value (No-Build directional peak hour volume – Existing directional peak hour volume) was more appropriate for use in the future 2035 No-Build Balanced Vehicular Volumes.
The Draft 2035 No-Build Conditions Balanced Vehicular Volumes network will be extended to include two new intersections along Army Navy Drive at the Mall Entrance and South Joyce Street. The latest available No-Build demand model outputs provided by Parsons Brinckerhoff will be used to develop growth rates for the turning movements developed as part of Task 1 for the two new Army Navy Drive intersections.

The Draft 2035 No-Build Conditions Balanced Vehicular Volumes for AM and PM peak hours were under review by Arlington County at the time of the original project’s close-out. Under this project, AECOM will perform specific limited revisions to the volume developments per comments by County reviewers and develop written responses. It is anticipated that resolution of all comments will require that a maximum of 16 person-hours be utilized for this effort. The Demand Models will not be revised or rerun as part of the base project. If a detailed investigation or modification to the demand models is requested by Arlington County, then Arlington County will contract directly with Gallop and/or Parsons Brinckerhoff to address these items. Any major volume comments will not be incorporated as part of the base project, and if needed they would be accommodated under a contingency task. AECOM assumes that there will be no further comments or revisions after this submission.

The future pedestrian volumes will use the 2012 Existing Pedestrian volumes as a base to be grown by 0.5% per year to 2035. Due to the low volumes of existing bicyclists counted in 2012, the 2012 Existing Conditions VISSIM models assumed all bicycle facilities would be assigned 10 bicyclists per hour per direction. For the 2035 No-Build VISSIM Models, it is proposed that 40 bicyclists per hour per direction are entered onto the bicycle facilities.

It is anticipated that reaching consensus regarding the 2035 No-Build volumes to be used in the remainder of the tasks will require no more than 40 person-hours on the part of AECOM.

It is estimated that, in total, Task 2 will require 40 person-hours on the part of AECOM.

**Deliverables include:**

1. Updated No-Build VISSIM Model for use as geometric plan
2. Final 2035 No-Build Weekday AM & PM Peak Hour Balanced Vehicular Volume Diagrams
3. 2035 No-Build Weekday AM & PM Peak Hour Pedestrian Volumes
Task 3: 2012 Existing Conditions VISSIM Models

As part of the original Crystal City Streetcar project, AECOM was to develop and calibrate a VISSIM model of the study area to represent existing traffic operations for 2012. The Existing Conditions VISSIM models were developed according to the following guidelines:

- The original study area includes approximately 40 intersections.
- Traffic Signal Information - The 2012 existing traffic signal timings are based on 2012 ACTRA plans.
- Lane Configuration - The intersection approach lane configurations are based on 2012 aerial photography and field verification. The County staff has previously provided comments for representative lane configurations.
- Travel Time Runs - Existing travel times were sampled along US 1/Jefferson Davis Highway and along the original Crystal Drive Streetcar route. The travel time along the original Crystal Drive Streetcar route was obtained from draft memorandum titled "Crystal City Potomac Yard (CCPY) Transit Improvements Categorical Exclusion (CE) Update Draft Traffic Analysis Memorandum, June 2010".
- This travel time data and field volumes have been used to compare model outputs for calibration purposes.
- Transit Routes and Stations - Existing transit operations data provided by County staff were added to the model network.

Modeling results were extracted and tabulated. Measures of Effectiveness (MOEs) for vehicular traffic were developed and previously submitted to Arlington County. The MOE outputs evaluated include 1. Intersection based metrics: volumes, delay and LOS, and queue length; 2. Network-Wide Performance: total number of vehicles, total distance traveled, total travel time, total network delay, average travel time, average delay time, and average network speed; and 3. Travel Time Segments for US 1 and Crystal Drive corridors: Average Travel Times and Average Speeds.

The Existing Conditions VISSIM models will be expanded to include two new intersections along Army Navy Drive at the Pentagon City Mall Entrance and at South Joyce Street. The 2012 Existing Conditions signal timings will be provided by Arlington County for input into the models. The new intersections will only be calibrated according to the model volumes processed versus the updated 2012 Existing Conditions Balanced Volumes diagrams developed under Task 1. The extended segment of Army Navy Drive will not be calibrated against field travel time or queue lengths. The MOE tables will be updated to include the two new analyzed intersections as well.

The Draft Existing Conditions calibrated VISSIM models developed as part of the Crystal City Streetcar project for the Weekday AM and PM peak (one hour each) hours were under review by Arlington County at the time of the project's close-out. AECOM
will revise the models to incorporate agreed comments from County reviewers and resubmit for final approval. AECOM assumes that there will be no further comments or revisions to the Existing Conditions VISSIM models after this submission.

It is anticipated that reaching consensus regarding Existing Conditions calibrated VISSIM models to be used for the remainder of the tasks will require no more than 48 person-hours on the part of AECOM.

**Deliverables include:**
1. Final 2012 Existing Conditions VISSIM Weekday AM & PM Models
2. Final VISSIM Output MOE Tables

**Task 4: 2035 No-Build Synchro Models**

2035 No-Build Synchro Models will be used to provide optimized signal timings for input into the 2035 No-Build VISSIM models. The 2014 Existing Conditions Synchro Weekday AM and PM models provided by Arlington County that included the latest roadway geometry and signal timings were used to develop Draft 2035 No-Build Models for the Weekday AM and PM peak hours. Arlington County and the AECOM Project Team established future signal timings guidelines including Transit Signal Priority (TSP) operations, which are documented in Meeting Minutes for August 18, 2014. These guidelines will be followed to develop future signal timings for Synchro and VISSIM models.

Synchro results were extracted and tabulated. The SimTraffic was not used or calibrated due to the use of VISSIM as a simulation tool. MOEs for vehicular traffic were developed and previously submitted to Arlington County. The metrics included in the Synchro output tables include 95% Queue, and Highway Capacity Manual (HCM) Reports for Volume to Capacity (V/C), Delay, and Level of Service (LOS) for lane group and overall intersection.

The Draft 2035 No-Build Conditions Synchro Models for the Weekday AM and PM peak hours were under review by Arlington County at the time of the original project close-out. AECOM will revise the 2035 No-Build Synchro analyses per comments by County reviewers, if any and submit for approval. AECOM assumes that there will be no further comments or revisions after this submission.

Additionally, the two new intersections along Army Navy Drive at the Pentagon City Mall Entrance and South Joyce Street will be included in the future No-Build Synchro Weekday AM and PM peak hour models to provide optimized future 2035 signal timings. The removal of the Columbia Pike Streetcar will also be updated in the Synchro model geometry. The No-Build Synchro model analysis will start following approval of the expanded No-Build Balanced Volumes.
It is anticipated that reaching consensus regarding the 2035 No-Build Synchro Models to be used in the remainder of the tasks will require no more than 62 person-hours on the part of AECOM.

**Deliverables include:**

1. Final 2035 No-Build Conditions No-Build Weekday AM & PM Models
2. Final Synchro Output MOE Tables

**Task 5: 2035 No-Build VISSIM Models**

Using the respective 2012 Existing Conditions AM and PM VISSIM models as a base, AECOM initiated development of the future 2035 No-Build VISSIM AM model incorporating planned and programmed roadway system improvements. The network geometry for the No-Build VISSIM models was reviewed and approved by Arlington County on June 13, 2014; however, as a result of the cancellation of the Columbia Pike Streetcar project, the No-Build geometry planned in 2035 will be modified from the previously approved configuration that included a transitway on Army Navy Drive and 12th Street.

The planned changes to transit operations including the Crystal Drive Transitway, transit signal operations, and future forecast traffic volumes for 2035 need to be incorporated into the No-Build VISSIM models. The finalized 2035 No-Build Weekday AM & PM Synchro files will be used to provide initial signal timings for the No-Build VISSIM files. The future 2035 No-Build signal timings will be further refined in VISSIM to account for advanced signal operations including Transit Signal Priority along the Crystal Drive Transitway.

As with the Existing Conditions, the No-Build VISSIM Weekday AM and PM peak hour models will be expanded to include Army Navy Drive at the Pentagon City Mall Entrance and South Joyce Street.

AECOM will use the No-Build VISSIM models to assess transportation operations associated with previously approved transportation projects without the proposed Streetcar Project. Modeling results will be extracted and tabulated. MOEs for both traffic and transit operations will be compiled. An assessment will be made of the transportation system including vehicular traffic and transit operations. Those movements and overall intersections reporting LOS E or worse will be identified in the MOE tables.

It is anticipated that reaching consensus regarding the Final 2035 No-Build VISSIM Models and tables will require no more than 238 person-hours on the part of AECOM.

**Deliverables include:**

1. Draft 2035 No-Build Conditions VISSIM Weekday AM & PM Models
2. Final 2035 No-Build Conditions VISSIM Weekday AM & PM Models
3. Draft VISSIM Output MOE Tables
4. Final VISSIM Output MOE Tables

Task 6: 2035 Documentation of Existing and No-Build Traffic Analyses
AECOM will prepare a Technical Memorandum documenting the future No-Build Volume Development, future No-Build Synchro Model Development, and the VISSIM Models Development and results. The Technical Memorandum will comprehensively document all input data and assumptions as well as output information supporting the traffic analysis and mitigation recommendations. The Consultant will refine the Technical Memorandum in response to County comments and submit to the County Project Officer for review and approval.

It is anticipated that reaching consensus regarding the Final Technical Memorandum will require no more than 70 person-hours on the part of AECOM.

Deliverables include:
1. Draft Transportation Technical Memorandum
2. Final Transportation Technical Memorandum

All work products will be reviewed prior to submission to Arlington County. The quality control and detail checking effort will require no more than 68 person-hours for AECOM staff.

It is assumed that AECOM staff will be required to attend one in-person meeting with three staff members. It is also assumed that four conference calls will occur to discuss the project. The meeting/conference call effort will require no more than 70 person-hours for AECOM staff.

Please see the attached project schedule, which is predicated on the Notice to Proceed date occurring on or before February 2, 2015. The overall project duration is estimated at approximately four months, including one month for task review by Arlington County.
### Crystal City Streetcar

#### Estimated Schedule for Completion of No-Build VISSIM

<table>
<thead>
<tr>
<th>Task Duration</th>
<th>Stakeholder Review Period</th>
<th>Schedule Predicated on MTP Date of 2/15</th>
</tr>
</thead>
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## AGREEMENT NO. X
### EXHIBIT B

## NOT-TO-EXCEED COSTS AND BILLING RATES

### NOT-TO-EXCEED LABOR COSTS BY TASK

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<thead>
<tr>
<th>WORK TASK</th>
<th>TASK COST</th>
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<tbody>
<tr>
<td>Task 1: Existing Volumes</td>
<td>$1,504.47</td>
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<tr>
<td>Task 2: No-Build Volumes</td>
<td>$4,228.51</td>
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<tr>
<td>Task 3: Existing Conditions VISSIM</td>
<td>$4,934.99</td>
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<td>Task 4: No-Build Synchro</td>
<td>$6,143.77</td>
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<td>Task 5: No-Build VISSIM</td>
<td>$23,003.26</td>
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<td>Task 6: Technical Memorandum</td>
<td>$7,226.47</td>
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<tr>
<td><strong>Not-to-Exceed Labor Costs</strong></td>
<td><strong>$47,041.48</strong></td>
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### REIMBURSABLE EXPENSES

The Contractor will be reimbursed for the following expenses:

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<tr>
<th>Expense</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Cost</th>
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<tbody>
<tr>
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<td>300 Miles</td>
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<td>Air Fare</td>
<td>2 Trips</td>
<td>Actual Receipt</td>
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<td>$400.00</td>
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<td>Miscellaneous</td>
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<td><strong>Not-to-Exceed Reimbursable Expenses Costs</strong></td>
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<td><strong>$2,443.00</strong></td>
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Grand Total: $49,484.48

### ESTIMATED 2015 BILLING RATES: AECOM

| Overhead                          | 118.310% |
| Fee                               | 10%      |

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<thead>
<tr>
<th>Person</th>
<th>Billing Rate</th>
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<td>Ryan</td>
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<td>Gray</td>
<td>$146.65</td>
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<tr>
<td>Meyers</td>
<td>$145.95</td>
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<tr>
<td>Palil</td>
<td>$102.10</td>
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<tr>
<td>Kondagari</td>
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<tr>
<td>Liu</td>
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<tr>
<td>Poulin</td>
<td>$74.52</td>
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AGREEMENT NO. X
EXHIBIT E

Person-Hours by Task

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<tr>
<th>Task</th>
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<th>Meyers</th>
<th>Patil</th>
<th>Kondagari</th>
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<td>62</td>
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# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Lockton Insurance Brokers, LLC  
725 S. Figueroa Street, 35th Fl.  
CA License #0F15769  
Los Angeles CA 90017  
(213) 689-0065

**INSURED**
1389302  
AECOM Corporation  
4 North Park Dr., Ste. 300  
Hunt Valley MD 21030

**COVERAGES AECTE01**  
**CERTIFICATE NUMBER:** 13353463  
**REVISION NUMBER:** XXXXXXXX

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<tr>
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<th>TYPE OF INSURANCE</th>
<th>ADDED SUB LIMIT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF IMM/DD/YYYY</th>
<th>POLICY EXP IMM/DD/YYYY</th>
<th>LIMITS</th>
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<td>AUTO Mobile Liability</td>
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**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

<table>
<thead>
<tr>
<th>ANY PROPRIETOR/EXECUTIVE OFFICER/OWNER EXCLUDED?</th>
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<tr>
<td>(mandatory in NY)</td>
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YES □ NO X □ — see attached ACORD 101

<table>
<thead>
<tr>
<th>SEE ATTACHED ACORD 101</th>
<th>1/1/2015</th>
<th>1/1/2016</th>
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<tr>
<td>EPL EACH OCCIDENTS</td>
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<td>EPL DISEASE - EA EMPLOYEES</td>
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<td>EPL DISEASE - POLICY LIMIT</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Notice of Cancellation applies per attached endorsement. Re: AECOM Project NO. 20834967.00000, Complete existing • VISSIM and No-Build Condition Synchro and VISSIM Analyses that were started as part of the Crystal City Streetcar project.

**CERTIFICATE HOLDER**

13353463  
The County Board of Arlington County, Arlington  
2100 Clarendon Blvd., Ste. 900  
Arlington VA 22201

**CANCELLATION**

See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2014/01)  
The ACORD name and logo are registered marks of ACORD
Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028318280 - CA
WC 028318281 - FL
WC 028318282 - MA, ND, OH, WA, WI, WY
WC 028318283 - ME
WC 028318284 - AK, AZ, VA
WC 028318285 - IL, KY, NC, NH, UT, VT
WC 028318286 - NJ, PA
WC 028318287 - AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV

URS Corporation

WC 028318288 - CA
WC 028318289 - FL
WC 028318290 - MA, ND, OH, WA, WI, WY
WC 028318291 - AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV
WC 028318292 - IL, KY, NC, NH, UT, VT
WC 028318293 - NJ, PA
WC 028318294 - AK, AZ, VA
WC 028318295 - ME

ACORD 101

Miscellaneous Attachment: M501712
Master ID: 1389302, Certificate ID: 13353463
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
URS Corporation

By The Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided the Insurer, either directly or through its broker of record, either:

   (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

   (b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the Named Insured confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the Insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the Named Insured in writing to be correctly a part of the Schedule within 30 days after the Named Insured confirms the accuracy of the Schedule below with the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured confirms the accuracy of the Schedule below with the Insurer.

Proof of the Insurer emailing the Advice, using the information provided and subsequently confirmed by the Named Insured in writing, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. Named Insured means the first named employer in Item 1 of the Information Page of this policy.

2. Insurer means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code: D503695
Master ID: 1389302, Certificate ID: 13353463
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437513
777 South Figueroa Street
Los Angeles, CA 90017
Attn: LosAngelesCertRequest@Marsh.com
05510 - AECCOM-14-15
Hunt V QLALP 01 2016

CONTACT NAME:

PHONE (MC, No. Ext.):

FAX (MC, No. Ext.):

EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE:

NMC #:

INSURER A:

Zurich American Insurance Company
15526

INSURER B:


INSURER C:


INSURER D:


INSURER E:


INSURER F:


COVERAGE

CERTIFICATE NUMBER:
LOS-001641424-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO NAMED PREMISES</td>
<td>1,000,000</td>
</tr>
<tr>
<td>MED EXP (Any one person)</td>
<td>5,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>1,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>2,000,000</td>
</tr>
<tr>
<td>PRODUCTS - COMMOP ADD</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

A GENERAL LIABILITY

X COMMERCIAL GENERAL LIABILITY

X CLAIMS MADE

X OCCUR

A AUTOMOBILE LIABILITY

BURY 595593 66

04/01/2014

04/01/2015

EACH OCCURRENCE

$ 1,000,000

SODILY INJURY (Per person)

$ 1,000,000

SODILY INJURY (Per accident)

$ 1,000,000

PROPERTY DAMAGE (Per accident)

$ 1,000,000

WORKERS COMP & EMPLOYERS LIABILITY

A Y

N

B Y

N

ARCHITECTS & ENG.

PROFESSIONAL LIABILITY

10/08/2014

04/01/2015

Per Claim Agg

$ 1,000,000

Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: AECCOM Project No. 20834967-00000 - Complete existing - WSSIM and No-Risk Condition Synthesis and VSSIM Analyses that were started as part of the Crystal City Streetcar project.

The County Board of Arlington County is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

The County Board of Arlington County
2100 Clarendon Boulevard
Suite 900
Arlington, VA 22201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

of Marsh Risk & Insurance Services

David Denihan

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