

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**NOTICE OF CONTRACT AMENDMENT**

<b>TO:</b> STV Incorporated, Inc. dba STV Group Incorporated 2722 Merrilee Drive, Suite 350 Fairfax, VA 22031	<b>DATE ISSUED:</b> <b>CONTRACT NO.:</b> <b>CONTRACT TITLE:</b>	<u>May 29, 2019</u> <u>18-089-9</u> <u>Transit Operations, Facilities, Planning, Engineering, Design and Project Management Services on an On-Call, Task Order Basis</u>
	<b>AMENDMENT NO.:</b>	<u>3</u>

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**THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 18-089-9 including any attachments or amendments thereto.

**EFFECTIVE DATE:** June 11, 2021  
**EXPIRES:** June 10, 2022  
**RENEWALS:** Two (2) Renewals Remaining  
**COMMODITY CODE(S):** 96258  
**LIVING WAGE:** N

**ATTACHMENTS:**  
Amendment No. 3

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

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<b><u>VENDOR CONTACT:</u></b> Jose Bustamante, P. E. <b><u>EMAIL ADDRESS:</u></b> <a href="mailto:Jose.Bustamante@stvinc.com">Jose.Bustamante@stvinc.com</a>	<b><u>VENDOR TEL. NO.:</u></b> <b><u>COUNTY TEL. NO.:</u></b>	<u>(571) 633-2220</u> <u>(703) 228-7249</u>
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**COUNTY CONTACT:** E. Robin McElhenny, DES-Transit  
**COUNTY CONTACT EMAIL:** [emcelhenny@arlingtonva.us](mailto:emcelhenny@arlingtonva.us)

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**PURCHASING DIVISION AUTHORIZATION**

Tomeka D. Price      Title Procurement Officer      Date June 11, 2021

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 18-089-9  
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on June 10, 2021, and amends Agreement Number 18-089-9 (“Main Agreement”) dated June 10, 2019, between STV Incorporated, Inc. dba STV Group Incorporated (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from June 11, 2021, to June 10, 2022.
2. **Contract Hourly Rates Increase:** Pursuant to Section 7. Contract Price Adjustment, the contract hourly rates are hereby increased by 1.2% per the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-month period ending November 2020. Exhibit D – Fixed Billable Rates is hereby deleted in its entirety and replaced with the attached **Revised Exhibit D – Fixed Billable Rates. Pricing from June 11, 2021 to June 10, 2022 shall be in accordance with Revised Exhibit D – Fixed Billable Rates.**
3. **Contract Term** is hereby revised to read as follows:

**CONTRACT TERM**

Time is of the essence. The Work will commence on June 11, 2019 and must be completed no later than June 10, 2020 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from June 11, 2020 to June 10, 2024 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the “Contract Term”.

4. **Contract Amount** is hereby revised to read as follows:

**CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit D for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the hourly rates specified in this section (“Contract Amount”).

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit D unless otherwise agreed by the parties in writing.

5. **Contract Price Adjustments** is hereby revised to read as follows:

**CONTRACT PRICE ADJUSTMENTS**

The Contract hourly rates will remain firm for the first year of the Contract (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the hourly rate(s) will 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 12 months of statistics available at the time of the Contract’s renewal.

Any hourly rate(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract’s term.

6. **Payment** is hereby deleted in its entirety and replaced with:

**PAYMENT**

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an approved invoice.

The invoice must be based on an estimated percentage of the total work under each task that was completed during the month, subject to the Project Officer's acceptance of the work and the estimate. If the Contractor has already been paid 90% of the total amount allocated for any task and work under that task is not complete, the County will pay the remaining amount due for that task only upon completion of the task. The County will not pay more than amount allocated for any task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor to complete the task.

The number of the County Purchase Order by which shipments have been made or services have been performed must appear on all invoices.

7. **Audit** is hereby deleted in its entirety and replaced with:

**AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County’s funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor’s expense. Should the County’s examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for

the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

8. **Notices** is hereby deleted in its entirety and replaced with:

**NOTICES**

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

Jose Bustamante, Vice President, Principle in Charge  
STV Incorporated, Inc. dba STV Group Incorporated  
2722 Merrilee Drive, Suite 350  
Fairfax, VA 22031  
Email: [Jose.Bustamante@stvinc.com](mailto:Jose.Bustamante@stvinc.com)

**TO THE COUNTY:**

E. Robin McElhenny, Project Officer  
DES - Transit  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318

Arlington, Virginia 22201

**9. INCORPORATION OF SEXUAL HARASSMENT POLICY: Item number 61. Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:**

**SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

STV INCORPORATED, INC. DBA STV GROUP  
INCORPORATED

AUTHORIZED DocuSigned by:  
SIGNATURE: Dr. Sharon T. Lewis  
89B86B1AD301462...

AUTHORIZED DocuSigned by:  
SIGNATURE: Jose Bustamante  
BC3F0C7D0E1A419...

NAME: DR. SHARON T. LEWIS  
TITLE: PURCHASING AGENT

NAME: Jose Bustamante  
TITLE: Vice President

DATE: 6/14/2021

DATE: 6/14/2021

**REVISED EXHIBIT D**  
**FIXED BILLABLE RATES**

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**

19-May-21

<b>Labor Rate Categories</b>	<b>Foursquare ITP</b>			<b>Base</b>	<b>2020</b>	<b>2021</b>
	<b>Rate</b>	<b>OH 138.44%</b>	<b>Profit 10%</b>	<b>Fully Loaded Rate</b>	<b>1 Yr Rate Increase @ CPI-U</b>	<b>1 Yr Rate Increase @ November 2020 CPI-U</b>
<b>Position</b>						
Principal-in-Charge	\$96.60	\$ 133.73	\$ 23.03	\$253.36	\$257.41	\$ 260.50
Project Manager	\$64.07	\$ 88.70	\$ 15.28	\$168.05	\$170.74	\$ 172.79
Project Manager /Sr. Trans Planner III	\$47.07	\$ 65.16	\$ 11.22	\$123.45	\$125.43	\$ 126.93
Sr. Transportation Planner I / Task Lead	\$42.86	\$ 59.34	\$ 10.22	\$112.42	\$114.22	\$ 115.59
Transportation Planner II	\$38.72	\$ 53.60	\$ 9.23	\$101.55	\$103.17	\$ 104.41
Transportation Planner I	\$37.58	\$ 52.03	\$ 8.96	\$98.57	\$100.15	\$ 101.35
Transportation Analyst	\$23.45	\$ 32.46	\$ 5.59	\$61.50	\$62.48	\$ 63.23

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**

19-May-21

<b>Labor Rate Categories</b>	<b>KFH Group</b>			<b>Base</b>	<b>2020</b>	<b>2021</b>
	<b>Rate</b>	<b>OH 148.55</b>	<b>Profit 10%</b>	<b>Fully Loaded Rate</b>	<b>1 Yr Rate Increase @ CPI-U</b>	<b>1 Yr Rate Increase @ November 2020 CPI-U</b>
<b>Position</b>						
Principal	\$85.00	\$ 126.27	\$ 21.13	\$232.39	\$236.11	\$ 238.95
Senior Planner	\$66.95	\$ 99.45	\$ 16.64	\$183.04	\$185.97	\$ 188.21
Planner	\$45.00	\$ 66.85	\$ 11.18	\$123.03	\$125.00	\$ 126.50
Clerical	\$39.00	\$ 57.93	\$ 9.69	\$106.63	\$108.33	\$ 109.63

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**

19-May-21

<b>Labor Rate Categories</b>	<b>Milligan &amp; Company, LLC</b>			<b>Base</b>	<b>2020</b>	<b>2021</b>
	<b>Rate</b>	<b>OH 70.78%</b>	<b>Profit 10%</b>	<b>Fully Loaded Rate</b>	<b>1 Yr Rate Increase @ CPI-U</b>	<b>1 Yr Rate Increase @ November 2020 CPI-U</b>
<b>Position</b>						
Director	\$106.67	\$75.50	\$18.22	\$200.39	\$203.59	\$ 206.04
Senior Manager	\$85.00	\$60.16	\$14.52	\$159.68	\$162.23	\$ 164.18
Manager	\$82.59	\$58.46	\$14.10	\$155.15	\$157.63	\$ 159.53
Senior Consultant	\$60.64	\$42.92	\$10.36	\$113.92	\$115.74	\$ 117.13
Senior Consultant	\$60.64	\$42.92	\$10.36	\$113.92	\$115.74	\$ 117.13
Senior Accountant	\$46.87	\$33.17	\$8.00	\$88.05	\$89.46	\$ 90.53

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
19-May-21

<b>Labor Rate Categories</b>	<b>RK&amp;K</b>			<b>Base Fully Loaded Rate</b>	<b>2020 1 Yr Rate Increase @ CPI-U</b>	<b>2021 1 Yr Rate Increase @ November 2020 CPI-U</b>
	<b>Rate</b>	<b>OH 146.02%</b>	<b>Profit 10%</b>			
<b>Position</b>						
Environmental Planner	\$46.37	\$ 67.71	\$ 11.41	\$125.49	\$127.50	\$ 129.03
Engineer	\$47.48	\$ 69.33	\$ 11.68	\$128.49	\$130.55	\$ 132.11
Senior Engineer	\$73.56	\$ 107.41	\$ 18.10	\$199.07	\$202.25	\$ 204.68
Construction Manager	\$66.61	\$ 97.26	\$ 16.39	\$180.26	\$183.15	\$ 185.34
Project Manager	\$92.31	\$ 134.79	\$ 22.71	\$249.81	\$253.81	\$ 256.85

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
19-May-21

<b>Labor Rate Categories</b>	<b>Sain Associates, Inc.</b>			<b>Base Fully Loaded Rate</b>	<b>2020 1 Yr Rate Increase @ CPI-U</b>	<b>2021 1 Yr Rate Increase @ November 2020 CPI-U</b>
	<b>Rate</b>	<b>OH 189.07%</b>	<b>Profit 10%</b>			
<b>Position</b>						
Principal	\$77.88	\$ 147.25	\$ 22.51	\$247.64	\$251.60	\$ 254.62
Senior Engineer	\$53.04	\$ 100.28	\$ 15.33	\$168.66	\$171.35	\$ 173.41
Engineer	\$40.45	\$ 76.48	\$ 11.69	\$128.62	\$130.68	\$ 132.25
Junior Engineer	\$28.58	\$ 54.04	\$ 8.26	\$90.88	\$92.33	\$ 93.44
Clerical	\$21.84	\$ 41.29	\$ 6.31	\$69.45	\$70.56	\$ 71.40

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
19-May-21

<b>Labor Rate Categories</b>	<b>Sharp &amp; Company, Inc.</b>			<b>Base Fully Loaded Rate</b>	<b>2020 1 Yr Rate Increase @ CPI-U</b>	<b>2021 1 Yr Rate Increase @ CPI-U</b>
	<b>Rate</b>	<b>OH 151.68%</b>	<b>Profit 10%</b>			
<b>Position</b>						
Project Manager	\$100.96	\$ 153.14	\$ 25.41	\$279.51	\$283.98	\$ 287.39
Web Designer	\$70.00	\$ 106.18	\$ 17.62	\$193.79	\$196.89	\$ 199.26
Senior Communications Specialist	\$60.10	\$ 91.16	\$ 15.13	\$166.39	\$169.05	\$ 171.08
Senior Graphic Designer	\$43.27	\$ 65.63	\$ 10.89	\$119.79	\$121.71	\$ 123.17
Communications Specialist	\$39.49	\$ 59.90	\$ 9.94	\$109.33	\$111.08	\$ 112.41
Graphic Designer	\$36.08	\$ 54.73	\$ 9.08	\$99.89	\$101.48	\$ 102.70
Junior Web Designer	\$35.00	\$ 53.09	\$ 8.81	\$96.90	\$98.45	\$ 99.63
Junior Communications Specialist	\$30.64	\$ 46.47	\$ 7.71	\$84.83	\$86.18	\$ 87.22

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
19-May-21

**Labor Rate Categories**

<u>Position</u>	<b>STV Incorporated</b>			<b>Base</b>	<b>2020</b>	<b>2021</b>
	<b>Rate</b>	<b>OH 146.53%</b>	<b>Profit 10%</b>	<b>Fully Loaded Rate</b>	<b>1 Yr Rate Increase @ CPI-U</b>	<b>1 Yr Rate Increase @ November 2020 CPI-U</b>
Planning Director	\$ 95.81	\$ 140.39	\$ 23.62	\$259.82	\$263.98	\$267.15
Chief Engineer	\$ 108.27	\$ 158.65	\$ 26.69	\$293.61	\$298.31	\$301.89
Senior Project Manager	\$ 101.29	\$ 148.42	\$ 24.97	\$274.68	\$279.08	\$282.43
<b>Project Manager - Jason Mumford</b>	\$ 108.18	\$ 158.52	\$ 26.67	\$293.37	\$293.37	<b>\$293.37</b>
Senior Engineer	\$ 77.04	\$ 112.89	\$ 18.99	\$208.92	\$212.26	\$214.81
Senior Estimator	\$ 71.00	\$ 104.04	\$ 17.50	\$192.54	\$195.62	\$197.97
Engineer/Planner II	\$ 57.18	\$ 83.79	\$ 14.10	\$155.06	\$157.54	\$159.43
Senior Transportation Planner	\$ 58.47	\$ 85.68	\$ 14.41	\$158.56	\$161.10	\$163.03
Architect	\$ 53.71	\$ 78.70	\$ 13.24	\$145.65	\$147.98	\$149.76
Landscape Architect	\$ 49.57	\$ 72.63	\$ 12.22	\$134.43	\$136.58	\$138.22
Engineer/Planner I	\$ 44.69	\$ 65.48	\$ 11.02	\$121.19	\$123.13	\$124.61
Junior Engineer/Planner	\$ 30.34	\$ 44.46	\$ 7.48	\$82.28	\$83.59	\$84.60
Senior Technician/Designer	\$ 36.60	\$ 53.63	\$ 9.02	\$99.25	\$100.84	\$102.05
Technician/Designer	\$ 29.57	\$ 43.33	\$ 7.29	\$80.19	\$81.47	\$82.45
Administrative Assistant	\$ 33.66	\$ 49.32	\$ 8.30	\$91.28	\$92.74	\$93.85

**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
19-May-21

**Labor Rate Categories**

<u>Position</u>	<b>Timmons Group</b>			<b>Base</b>	<b>2020</b>	<b>2021</b>
	<b>Rate</b>	<b>OH 178.83%</b>	<b>Profit 10%</b>	<b>Fully Loaded Rate</b>	<b>1 Yr Rate Increase @ CPI-U</b>	<b>1 Yr Rate Increase @ CPI-U</b>
Licensed Land Surveyor	\$52.89	\$ 94.58	\$ 14.75	\$162.22	\$164.82	\$166.79
Survey Project Manager	\$39.42	\$ 70.49	\$ 10.99	\$120.91	\$122.84	\$124.31
Senior Survey Tech	\$35.10	\$ 62.77	\$ 9.79	\$107.66	\$109.38	\$110.69
Survey CAD Specialist	\$32.45	\$ 58.03	\$ 9.05	\$99.53	\$101.12	\$102.33
Survey Party Chief	\$32.05	\$ 57.32	\$ 8.94	\$98.30	\$99.87	\$101.07
Instrument Operator	\$19.23	\$ 34.39	\$ 5.36	\$58.98	\$59.92	\$60.64



**RFP No. 18-089-9 - Arlington Transit Operations and Facilities Planning and Engineering**  
 19-May-21

**Labor Rate Categories WBA Research**

<u>Position</u>	Rate	OH 208.24%	Profit 10%	Base Fully Loaded Rate	2020 1 Yr Rate Increase @ CPI-U	2021 1 Yr Rate Increase @ CPI-U
Senior Engineer	\$136.93	\$ 285.15	\$ 42.21	\$464.28	\$471.71	\$ 477.37
Engineer	\$111.68	\$ 232.56	\$ 34.42	\$378.66	\$384.72	\$ 389.34
Junior Engineer	\$94.01	\$ 195.77	\$ 28.98	\$318.76	\$323.86	\$ 327.74
Senior Planner	\$70.12	\$ 146.01	\$ 21.61	\$237.75	\$241.55	\$ 244.45
Supervisor	\$64.76	\$ 134.86	\$ 19.96	\$219.58	\$223.10	\$ 225.77
Interviewer	\$49.13	\$ 102.31	\$ 15.14	\$166.58	\$169.25	\$ 171.28
Coder	\$47.40	\$ 98.71	\$ 14.61	\$160.72	\$163.29	\$ 165.25