

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

NOTICE OF CONTRACT AMENDMENT

TO: Fort Myer Construction Corporation
1300 Wilson Boulevard, Suite 450
Arlington, VA 22209

DATE ISSUED:	<u>December 28, 2017</u>
CONTRACT NO:	<u>18-020</u>
CONTRACT TITLE:	<u>Columbia Pike Street Improvements</u>
AMENDMENT NO:	<u>2</u>

**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. 18-020 including any attachments or amendments thereto.

EFFECTIVE DATE: May 26, 2021

EXPIRES: February 28, 2022

COMMODITY CODE(S): 90900

LIVING WAGE: N

ATTACHMENTS:

Amendment No. 2

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Jose Rodriguez

VENDOR TEL. NO.:

(202) 363-9535

EMAIL ADDRESS: jrodriguez@fortmyer.com

COUNTY CONTACT: Edward Sanders, Jr., DES-Engineering

COUNTY TEL. NO.:

(703) 228-3756

COUNTY CONTACT EMAIL: esanders@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Dr. Sharon T. Lewis

Title: Purchasing Agent

Date

6/4/2021

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 18-020
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on May 26, 2021, and amends Agreement Number 18-020 ("Main Agreement") dated December 28, 2017, between Fort Myer Construction Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

1. **CONTRACT DOCUMENTS** is hereby modified to include Attachment H - Plaza Condominium Retaining Wall Retrofit.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the order of precedence of the Contract Documents shall be as follows:

Attachments A, B, C, D, E, F and H are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply.

2. **SCOPE OF WORK** is hereby modified to include the construction of a County standard RW-3 retaining wall on the Palazzo property (the "Project") located at 5353 Columbia Pike, Palazzo Condominium and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Contractor shall:

1. Construct standard RW-3 retaining wall modified to have a brick façade that will match the current brick veneer on the existing retaining wall on the Palazzo property.
2. Construct the wall exactly per the RW-3 detail including a drainage layer as shown on the County standard RW-3 detail, except for a brick façade and concrete coping.
3. Connect the storm sewer pipe from the palazzo parking lot to manhole MH-24664.
4. Restore any area that will be disturbed to construct the retaining wall on the Palazzo property and within the Right of Way.
5. Be responsible for the workmanship of the wall constructed, but not the existing wall or the workmanship of other structures not constructed by Contractor pursuant to this Agreement.

The County will assist with the facilitation of an "Access" agreement between the Contractor and Palazzo. This Access agreement will allow the Contractor to complete the work on Palazzo property.

3. **CONTRACT TERM** is hereby modified to include the time for completion for the construction of a standard RW-3 retaining wall on the Palazzo property as follows:

Work under this Agreement shall achieve Final Completion no later than four (4) consecutive calendar weeks after an executed access agreement between Fort Myer and Palazzo and after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. These four weeks period shall be the Period of Performance for Final Completion. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions. Unless otherwise provided, no claims for early completion are allowed.

4. **CONTRACT AMOUNT – No Change.** However, the Contractor shall be compensated for Connecting the storm sewer pipe from the palazzo parking lot to manhole MH-24664 in accordance with the terms of the main agreement.
5. **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

6. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Item number 54. Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:

54. 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.

7. **INCORPORATION OF MATERIAL CHANGES:** Item number 55. Material Changes is hereby incorporated into the Contract Terms and Conditions as follows:

55. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its proposal form.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

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

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

DATE: 6/4/2021

FORT MYER CONSTRUCTION CORPORATION

AUTHORIZED DocuSigned by:
SIGNATURE: Ardeshir Nafici
4A7C89896F9E40A...

NAME: Ardeshir Nafici
TITLE: Sr, vp

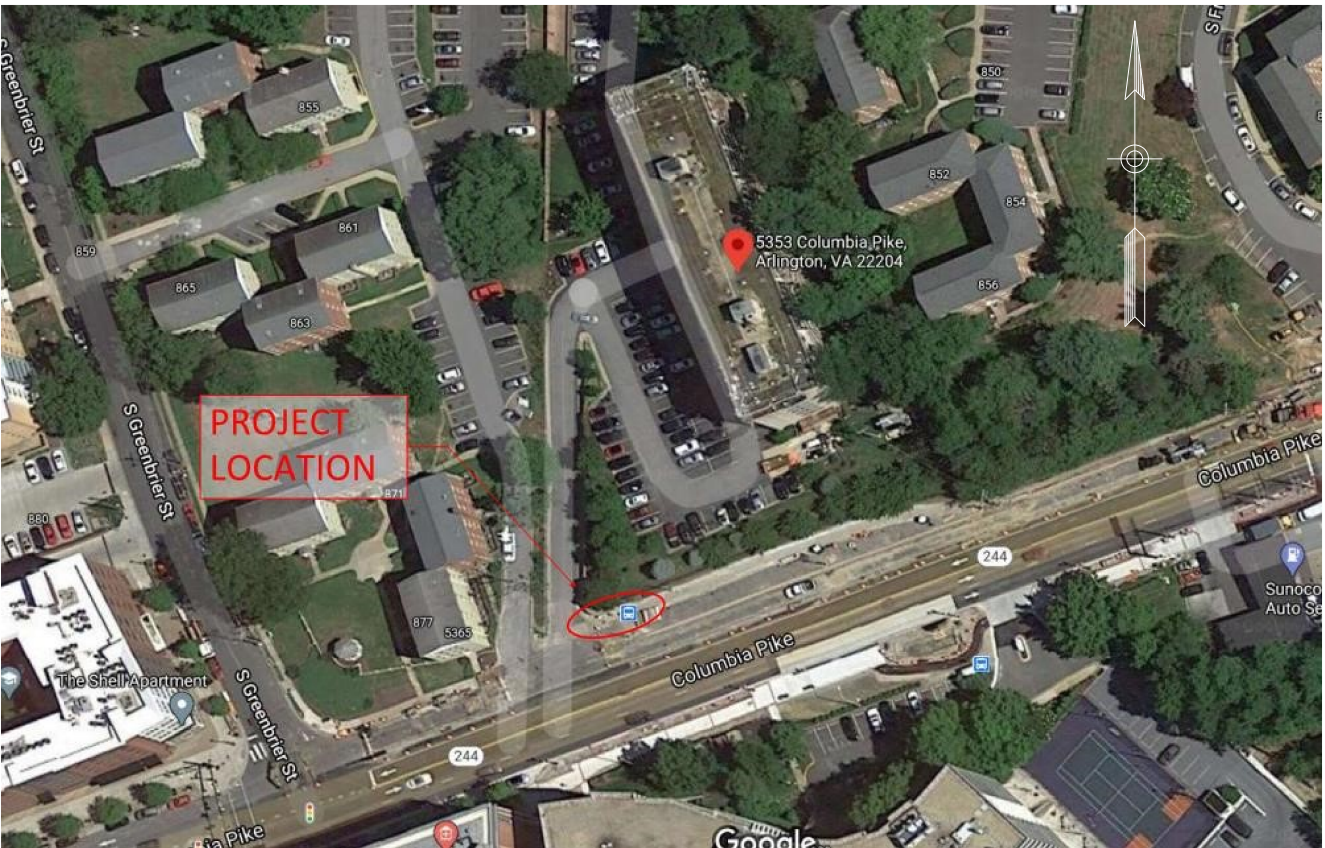
DATE: 6/4/2021

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND INDEX OF SHEETS
2	RETAIINIG WALL ELEVATION LOCATION MAP AND GENERAL NOTES
3	RETAINING WALL SECTION AND DETAILS

PLAZA CONDOMINIUM RETAINING WALL RETROFIT



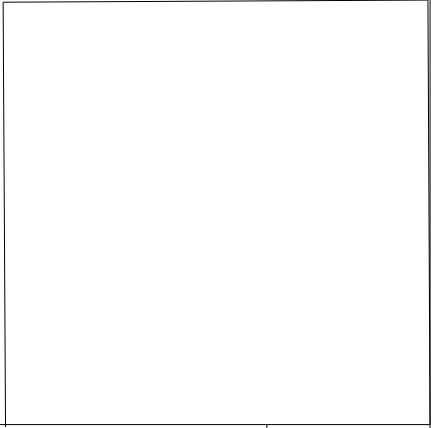
PROJECT LOCATION: 5353 COLUMBIA PIKE
ARLINGTON, VIRGINIA 22204



LOCATION MAP



FORT MYERS CONSTRUCTION CORPORATION
EXP. U.S. SERVICES, INC.

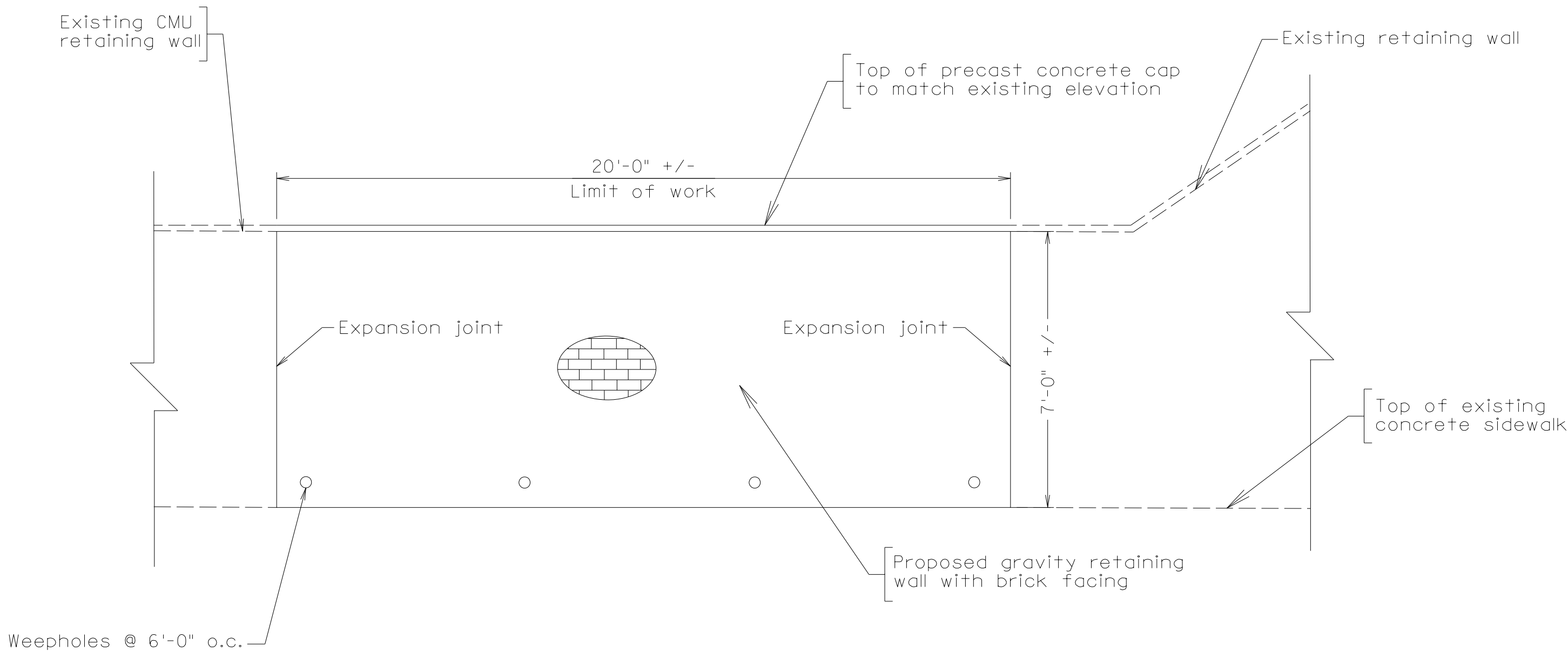




SOUTH ELEVATION



WEST ELEVATION





RETAINING WALL ELEVATION
(Not to Scale)

•Note: The wall dimensions to be verified in the field.

GENERAL NOTES

1. Construction Specifications: Virginia Department of Transportation Road and Bridge Specifications. 2020
Standards: Virginia Department of Transportation Road and Bridge Standards, 2016
2. The VDOT Concrete Gravity Retaining Wall Standard RW-3 with brick facing shall be used as the wall replacement for the damaged CMU wall. All retaining wall requirements shown in the standard, such as soil bearing, drainage, porous backfill, expansion joints, and joint sealer, shall be followed unless otherwise shown in these drawings.
3. The bearing capacity of the soil at the toe shall not exceed the value shown in the standard and should be verified by a licensed Geotechnical Engineer registered in the Commonwealth of Virginia or his designated representative.
4. Contractor shall take extra precaution in the excavation and removal of the damaged retaining wall and footing to prevent damage to the adjacent existing retaining walls, existing underground utilities, and the roots of the adjacent existing trees.
5. Vertical expansion joints shall be provided between the new retaining wall replacement and the adjacent existing retaining walls. The ends of the existing retaining walls shall be vertical and shall be finished to receive the embedded half of the expansion joint materials.
6. Prior to the construction of the new wall, Contractor shall compact the subgrade to at least 90% compaction in accordance with the applicable VDOT Specifications.
7. After the retaining wall construction, the wall is expected to have short term settlement. The difference in elevation between the new and the existing wall will be compensated by the new precast concrete cap on top of the new wall. The top elevation of the new concrete cap shall match the top elevations of the adjacent existing walls.
8. Face brick shall match the existing face brick and shall comply with ASTM C216 Grade SW. For brick coursing, use running bond and tooled joint matching the existing wall.
9. Mortar shall conform to ASTM C270, Type S, with minimum compressive strength at 28 days of 1800 psi.
10. Dovetail anchors at 2'-0" on centers horizontal and 1'-4" on centers vertical shall be provided for all concrete wall surfaces with brick facing.
11. Extreme care shall be taken not to disturb and damage the adjacent structures (including but not limited to the existing retaining walls, existing and new utilities, etc.).

	DESIGNED BY: <u>SF</u> DRAWN BY: <u>SF</u> CHECKED BY: <u>ES</u>	 		
		RETAINING WALL ELEVATION, LOCATION MAP & GENERAL NOTES		
		PROJECT 00-00-00	PROJECT 00-00-00	SHEET NO. 2

RW-3

3/4" PREMOLDED JOINT FILLER

EXPANSION JOINT

CONTRACTION JOINT

SURFACE OF JOINT PAINTED WITH ASPHALT

BACK OF WALL

* 1/8"X6" WATERSTOP

TOP OF WALL

4"X4" KEYED JOINT

TOE OF WALL

* 5/32" X9" WATERSTOP SEE DETAIL

CONTRACTION JOINTS AT INTERVALS NOT EXCEEDING 30'.
EXPANSION JOINTS AT BEGINING AND END OF THE WALL.

* WATER STOPS TO BE ELASTOMERIC OR OTHER APPROVED MATERIAL. DIMENSIONS SHOWN ARE ABSOLUTE MINIMUM.

WATERSTOP DETAIL

POROUS BACKFILL @ 100 LBS./CU. FT.
#78 OR #8 AGGREGATE OR CRUSHED GLASS
MEETING #78 OR #8 GRADATION REQUIREMENTS

H = HEIGHT IN FEET.
BASE = 6/10 H
A = 1/6 BASE, WITH MIN. OF 1'.
EARTH = 100 LBS.
CONCRETE = 150 LBS.
ANGLE OF REPOSE = 1 1/2: 1

NOTE:
DEPTH OF WALL IN GROUND DETERMINED
BY CONDITIONS. TO BE NOT LESS THAN 1'-6".

WEEP HOLE WITH 12"X12" PLASTIC
HARDWARE CLOTH 1/4" MESH OR
OR GALVANIZED STEEL WIRE, MINIMUM
WIRE DIAMETER 0.03", NUMBER 4
MESH HARDWARE CLOTH ANCHORED
FIRMLY TO OUTSIDE OF STRUCTURE.

NOT LOADED

WATERSTOP

CLASS C1 CONCRETE

BATTER 1/2" PER FOOT

H

6"

12"

6"

3" DRAIN PIPES 6' APART
B = 6/10 H

HEIGHT OF WALL "H" IN FEET	THICKNESS AT TOP "A" IN FEET	THICKNESS AT BASE B=6H	COMPRESSION AT TOE LBS. PER SQ. FT.	AREA OF SECTION SQ. FT.
3	1'-0"	1'-9 5/8"	856	4.83
4	1'-0"	2'-4 3/4"	1141	7.43
5	1'-0"	3'-0"	1427	10.63
6	1'-0"	3'-7 1/4"	1712	14.43
7	1'-0"	4'-2 3/8"	1997	18.83
8	1'-0"	4'-9 5/8"	2283	23.83
9	1'-0"	5'-4 3/4"	2568	29.43
10	1'-0"	6'-0"	2853	35.63
11	1'-1 1/4 "	6'-7 1/4"	3139	42.98
12	1'-2 3/8 "	7'-2 3/8"	3424	51.03
13	1'-3 5/8 "	7'-9 5/8"	3709	59.78
14	1'-4 3/4 "	8'-4 3/4"	3995	69.23
15	1'-6"	9'-0"	4280	79.38

SAFE BEARING CAPACITY OF SOIL

ROCK MINIMUM.....	10,000 - 20,000 LBS. PER SQ. FT.
GRAVEL AND COARSE SAND, WELL CEMENTED	16,000 - 20,000 LBS. PER SQ. FT.
CLAY IN THICK BEDS, ALWAYS DRY.....	12,000 - 16,000 LBS. PER SQ. FT.
CLAY IN THICK BEDS, MODERATELY DRY.....	8,000 - 12,000 LBS. PER SQ. FT.
CLAY, SOFT	2,000 - 4,000 LBS. PER SQ. FT.
SAND, DRY, COMPACT, AND WELL CEMENTED	8,000 - 12,000 LBS. PER SQ. FT.
SAND, CLEAN, DRY	4,000 - 8,000 LBS. PER SQ. FT.
ALLUVIAL SOILS, ETC	1,000 - 2,000 LBS. PER SQ. FT.

NOTE: IF COMPRESSION AT TOE EXCEEDS SAFE BEARING CAPACITY OF SOIL, A SPECIAL FOOTING IS TO BE USED.

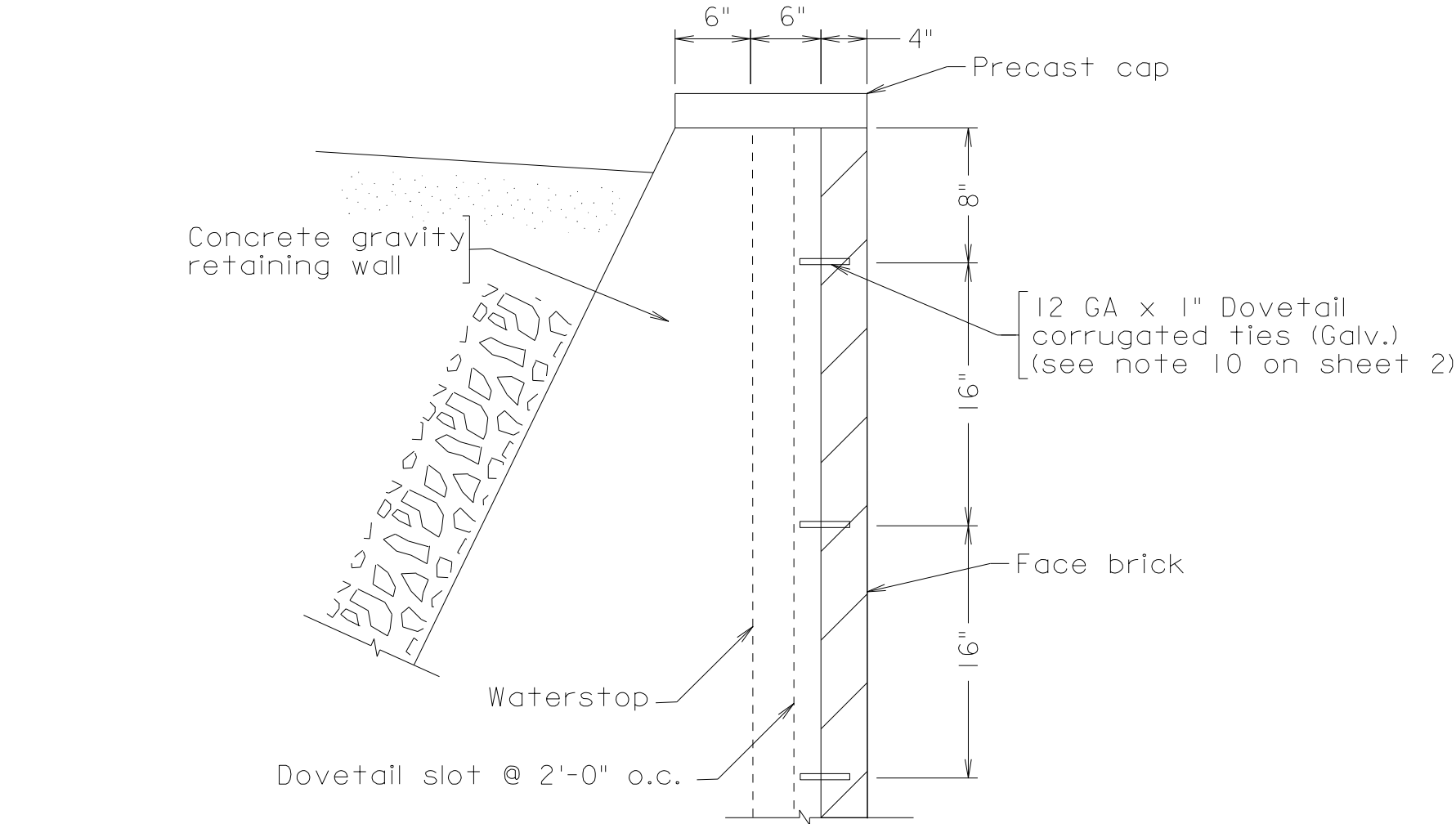
CONCRETE GRAVITY RETAINING WALLS
INFINITE SURCHARGE AND DECK SURCHARGE - LOADED

SPECIFICATION REFERENCE

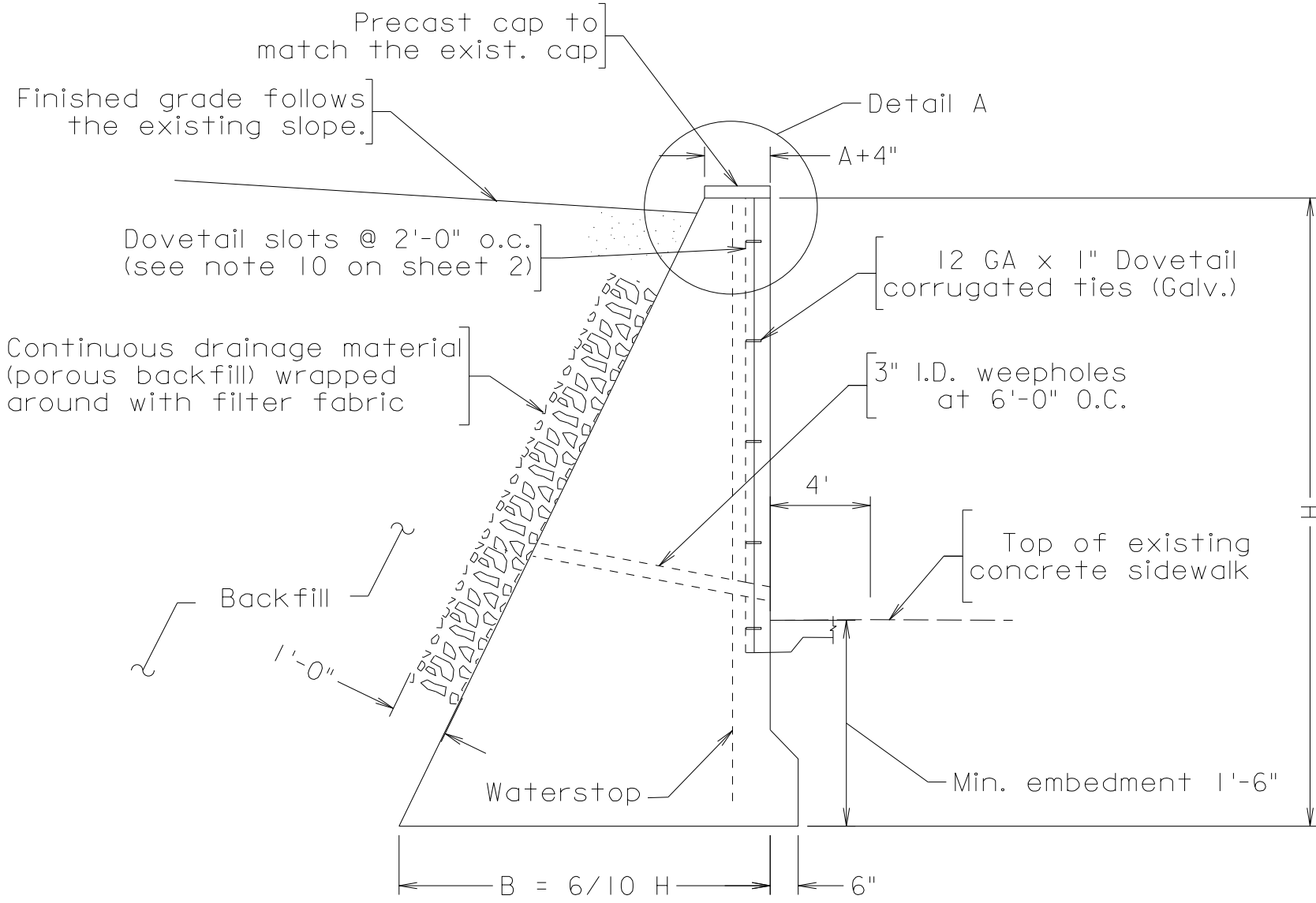
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REV 8/07
401.02

VIRGINIA DEPARTMENT OF TRANSPORTATION



DETAIL A
(Not to scale)



TYPICAL SECTION WALL SECTION
(Not to scale)