

ARLINGTON COUNTY, VIRGINIA**AGREEMENT NO. 17-203-ITB
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on 5/16/2022 by the County and amends Agreement Number 17-203-ITB (“Main Agreement”) dated August 4, 2017 between **JenSpy, Inc.** (“Contractor”) and the **County Board of Arlington County, Virginia** (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

1. **Attachment D** – Unit Price bid of the Contractor shall be amended to add the following:

#	Description	Unit	Price
96	Pedestrian Symbol	EA	\$225.00
97	Two-way Bike Arrow	EA	\$180.00

2. **Force Majeure** is hereby deleted in its entirety and changed to read:

31. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.

3. **Audit** is hereby deleted in its entirety and changed to read:

36. 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.

4. **Notices** is hereby deleted in its entirety and changed to read:

50. NOTICES

Unless otherwise provided in writing, all legal 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:

Jennifer Speidel
4007 Leonard Drive
Fredericksburg, Virginia 22408
Phone: (540) 642-4525
Email: jlspeidel@jenspy.com

TO THE COUNTY:

Daniel Nabors, Project Officer
Transportation Engineering & Operations
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201
Phone: (703) 228-3726
Email: dnabors@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: 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

5. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Clause Number 51. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

51.*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

6. **INCORPORATION OF COVID-19 VACCINATION POLICY FOR CONTRACTORS:** Clause Number 52. COVID-19 Vaccination Policy For Contractors is hereby added to the Contract Terms and Conditions:

52. COVID-19 VACCINATION POLICY FOR CONTRACTORS

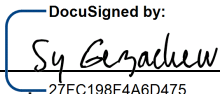
Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

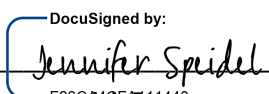
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

JENSPY, INC.

AUTHORIZED: 
SIGNATURE: _____
NAME: Sy Gezachew
TITLE: Sy Gezachew
DATE: 5/16/2022

AUTHORIZED: 
SIGNATURE: _____
NAME: Jennifer Spindel
TITLE: President
DATE: 5/16/2022