



**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-DES-RFP-031
AMENDMENT NUMBER 04**

This Amendment Number 04 is made on 11/18/2021 by the County and amends Agreement Number 20-DES-RFP-031 ("Main Agreement") dated September 22, 2020, between **Stantec Architecture, Inc.** ("Contractor") and the **County Board of Arlington County, Virginia** ("County").

The County and the Contractor agree to amend the main contract as follows:

1. Amend Exhibit E., Stantec Architecture, Inc. Best and Final Offer, Dated August 12, 2020, as follows:

The Contract Amount is increased by \$24,496, in accordance with Stantec Professional Services Agreement Change Order No. 4 dated October 20, 2021, which is included as an attachment to this Amendment No. 4. The total Contract Amount is changed from \$3,484,562.00 to \$3,509,058.00.

2. **Contract Extension:** The completion of the Construction Documents Phase is hereby extended for an additional five (5) weeks, in accordance with Stantec's Professional Services Agreement Change Order No 4 dated October 20, 2021, which is included as an attachment to this Amendment No. 4. The completion date for the Construction Documents Phase is changed from December 27, 2021 to January 31, 2022.
3. Clause 55, COVID-19 Vaccination Policy For Contractors, added per Amendment No. 3, dated September 14, 2021, is hereby renumbered Clause 56, COVID-19 VACCINATION POLICY FOR CONTRACTORS
4. **32. Audit** is hereby deleted in its entirety and changed to read:

32. 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.

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

46. 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:

Ken Anderson, Senior Principal, Practice Leader Transit Section Leader
Stantec Architecture, Inc.
3001 Washington Boulevard, Suite 500
Arlington, Virginia 22201
Email: ken.j.anderson@stantec.com

TO THE COUNTY:

John Mir, Project Officer
DES – Facilities, Design & Construction
1400 N Uhle St., Suite 403
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

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

Mark Schwartz, County Manager
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

6. **Incorporation of Sexual Harassment** is hereby added to the Contract Terms and Conditions:

57. SEXUAL HARRASSMENT 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

STANTEC ARCHITECTURE, INC.

AUTHORIZED: DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...
NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 11/18/2021

AUTHORIZED: DocuSigned by:
SIGNATURE: Ken Anderson
5C1DBC4788E647D...
NAME: Ken Anderson
TITLE: Senior Principal
DATE: 11/18/2021



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #	Change Order No. 4	Date	20 October 2021
"Stantec"	Stantec Architecture Inc.		
	Stantec Project # 218320411		
	3001 Washington Blvd., Suite 500, Arlington, VA 22201		
	Ph: (703) 485-8547		
	email: greg.shiple@stantec.com		
Client	Arlington County Government		
	Client Project # 20-DES--RFP-031		
	Facilities Design & Construction, 1400 N Uhle St., Suite 403, Arlington, VA 22201		
	Ph: (703) 228-7887		
	email: jmir@arlingtonva.us		
Project Name and Location:	Arlington Transit (ART) Operations and Maintenance Facility at 2629 and 2635 Shirlington Road		

In accordance with the original Professional Services Agreement dated 22 September 2020 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Schematic Design (SD) Plan Revisions Extension

- Arlington County requested plan revisions in that extended the SD phase and required rework for developed models. The original schedule had the initial SD package on 4/9/21. The rework revised this submission to 5/14/21.
- Schematic Design drawing updates including Revit model updates, Operations plan adjustments, Administration layout revisions, parking structure storage option development, parking ramp layout revisions, section development at parking structure
- Meetings associated with the development of Administration location options with County on 3/18/21, 3/23/21, and 3/29/21.

PFRC Meeting #4

- The SOW indicated Stantec involvement in three meetings with the County's Public Facilities Review Committee (PFRC) to present site arrangement and building exterior design concepts. Arlington County requested an additional meeting to further review the design with the PFRC.
- PFRC Preparation Meeting with County staff including County's PFRC coordinator.
- PFRC Meeting with PFRC Chair and County staff.
- PFRC Meeting #4 with the PFRC.

Total fees this Change Order	\$	24,496.00
Original agreement amount	\$	3,423,388.00
CO-01	\$	3,162.00
CO-02	\$	11,868.00
CO-03	\$	46,144.00

Total Agreement

\$ 3,509,058.00

Effect on Schedule: 5 weeks

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

ART Operations and Maintenance Facility

Project Planning Fee Spreadsheet

10/20/2021

Stantec Architecture, Inc.

		Stantec Personnel								Totals	
Individual Name		Ken Anderson		Greg Shipley		Gabriel Hohag		Zilda Hijazin			
Project Role		Principal in Charge		Senior PM		Architect		Architectural Designer			
Billing Level		Level 17		Level 14		Level 13		Level 08	Hrs	Cost	
		\$229		\$173		\$167		\$127			
stage duration (weeks)											
Mod. Req. 4 - Plan Rev. & PFRC #4	5										
MEETINGS (TOTAL HOURS PER WORKSTAGE)	0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SD Plan Revisions Extension			\$0		\$0		\$0		\$0	0	\$0
Additional Meetings (3)			\$0	3	\$519	3	\$501		\$0	6	\$1,020
Drawing revisions for 20 day extension			\$0	16	\$2,768	48	\$8,016	64	\$8,128	128	\$18,912
PFRC Meeting #4			\$0		\$0		\$0		\$0	0	\$0
PFRC Meeting			\$0	2	\$346		\$0		\$0	2	\$346
Additional Meetings (2)			\$0	2	\$346		\$0		\$0	2	\$346
PFRC Meeting Prep			\$0	2	\$346	4	\$668	8	\$1,016	14	\$2,030
Project Management	2	\$458	8	\$1,384	0	\$0	0	\$0		10	\$1,842
										162	\$24,496
stage duration (weeks)	2	\$458	33	\$5,709	55	\$9,185	72	\$9,144		162	\$24,496
TOTAL PER RESOURCE	2	\$458	33	\$5,709	55	\$9,185	72	\$9,144		162	\$24,496