ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 17-179-RFP AMENDMENT NUMBER 1

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 17-179-RFP ("Main Agreement") dated January 16, 2019 between **Raftelis Financial Consultants, 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. PURSUANT TO PARAGRAPH 4. CONTRACT TERM THE CONTRACT IS HEREBY RENEWED FROM JANUARY 16, 2022 TO JANUARY 15, 2023.
- 2. ADD EXHIBIT E: CONTRACTOR COVID-19 VACCINATION CERTIFICATION TO PARAGRAPH 1. CONTRACT DOCUMENTS (ATTACHED).
- 3. ADD EXHIBIT F: CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION TO PARAGRAPH 1. CONTRACT DOCUMENTS (ATTACHED).
- 4. REVISE PARAGRAPH 50. INSURANCE REQUIREMENTS TO READ AS FOLLOWS:

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent, a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's 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. <u>Commercial General Liability</u> \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).

- d. <u>Professional Liability</u> The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of \$1,000,000.
- e. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. <u>Claims-Made Coverage</u> Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. <u>Contract Identification</u> All insurance certificates must state this Contract's number and title.

5. ADD PARAGRAPH 51. AS FOLLOWS:

51. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the 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. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits E and F). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, Contractor may email contractorvaccineinfo@arlingtonva.us.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	RAFTELIS FINANCIAL CONSULTANTS, INC.	
AUTHORIZED SIGNATURE: 42698F7857C8447	AUTHORIZED SIGNATURE: But trys 8F7AE71A414E4AF	
NAME: Michael C. Hicks	NAME: Bart Kreps	
TITLE: Procurement Officer	TITLE:Vice President	
DATE: 11/4/2021	DATE: 11/3/2021	

EXHIBIT F

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

Ву Е	y Email: Please complete the report below and return it to: contractorvaccing	einfo@arlingtonva.us.
	I hereby certify that all Raftelis Financial Consultants, Inc. employees and on Contract No. 17-179-RFP are fully vaccinated against COVID-19, being or are exempt pursuant to a valid reasonable accommodation under state	tested on a weekly basis
	lease do not include any of your employees' medical documentation, include r test results.	ling vaccination records
Date	pate:	
Sign	ignature:	
Prin	rinted Name and Title:	
Com	ompany Name:	