

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

NOTICE OF CONTRACT AMENDMENT

TO: Kimley-Horn and Associates, Inc. 11400 Commerce Park Drive, Ste. 400 Reston, VA 20191	DATE ISSUED: <u>August 16, 2018</u>
	CONTRACT NO: <u>17-084-RFP-8</u>
	CONTRACT TITLE: <u>Engineering Services</u>
	AMENDMENT NO: <u>1</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. 17-084-RFP-8 including any attachments or amendments thereto.

EFFECTIVE DATE: August 1, 2021

EXPIRES: July 31, 2022

RENEWALS: Two (2) Renewals Remaining

COMMODITY CODE(S): 90740, 92064, 92500, 92536

LIVING WAGE: N

ATTACHMENTS:

AMENDMENT No. 1

Attachment B – Contract Pricing from Main Agreement

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: John Martin **VENDOR TEL. NO.:** (703) 674-1305

EMAIL ADDRESS: john.martin@kimley-horn.com

COUNTY CONTACT: Nilesch Naikare, DES-Engineering **COUNTY TEL. NO.:** (703) 228-3632

COUNTY CONTACT EMAIL: Nnaikare@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka D. Price **Title Procurement Officer** **Date** 6/2/2021

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 17-084-RFP-8
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on August 1, 2021, and amends Agreement Number 17-084-RFP-8 (“Main Agreement”) dated August 16, 2018, between Kimley-Horn and Associates, Inc. (“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 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 August 1, 2021 to July 31, 2022.

2. **6. CONTRACT PRICE ADJUSTMENTS is hereby deleted in its entirety and replaced with:**

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm for the first two years 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 Contract Amount/unit price(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 Contract Amount/unit price(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.

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

7. 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 invoice

4. 34. AUDIT is hereby deleted in its entirety and replaced with:

34. 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. 48. NOTICES is hereby deleted in its entirety and replaced with:

48. 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:

R. John Martin
Kimley-Horn and Associates, Inc.
11400 Commerce Park Drive, Suite 400
Reston, VA 20191
Email: john.martin@kimley-horn.com

TO THE COUNTY:

Nilesh Naikare, Project Officer
DES - Engineering
2100 Clarendon Boulevard, Suite 813
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 POLICY: Item number 53. Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:

53. 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

KIMLEY-HORN AND ASSOCIATES, INC.

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

AUTHORIZED DocuSigned by:
SIGNATURE: R. John Martin
FB3D6C8EFF85452...

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

NAME: R. John Martin
TITLE: Sr. Vice President

DATE: 6/2/2021

DATE: 6/1/2021

ATTACHMENT B**CONTRACT PRICING**

The services under this Contract will be paid for using fully loaded hourly rates listed below. Those rates shall include all costs and expenses of providing to the County the services described in this Contract.

Kimley-Horn & Associates, Inc.

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Senior Technical Specialist	\$263.32	\$280.82
Project Manager	\$194.24	\$207.15
Senior Engineer	\$161.86	\$172.62
Project Engineer	\$132.94	\$141.77
Junior Engineer	\$105.44	\$112.45
Clerical / Administrative	\$87.13	\$92.92
Engineering Technician	\$120.94	\$128.97
Professional Landscape Architect	\$173.38	\$184.89
Landscape Architect	\$105.63	\$112.64

ATCS, PLC

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Construction Manager	\$171.25	
Sr. Inspector	\$111.83	

ERM & Associates, LLC

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Sr. Project Manager		\$192.71
Project Manager		\$160.59
Acquisition Specialist II		\$147.21
Acquisition Specialist I		\$100.37

Rice Associates, Inc.

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Licensed Land Surveyor		\$178.40
Survey Computer		\$110.83
Survey Coordinator		\$101.10
Survey 2-Person Field Crew		\$149.15
Survey 3-Person Field Crew		\$202.99

The County will reimburse the Contractor at cost for the use of heavy equipment, drones, traffic controls and other exceptional measures, if required to perform the work under this Contract, and approved in advance by the County Project Officer. The County may require the Contractor to obtain three quotes for such exceptional measures and equipment prior to approval.

No overtime pay will be allowed under this Contract.

The County will pay (or reimburse the Contractor at Contractor's cost, as required) for all required permit and inspection fees.

Reimbursement of the cost of mileage between the County offices and the project site is allowable for staff augmentation assignments. Such reimbursements will be made at the US General Services Administration privately owned vehicle mileage reimbursement rate current at the time of travel.