

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

**NOTICE OF CONTRACT AMENDMENT**

<b>TO:</b> Rinker Design Associates, P. C. 11100 Endeavor Court, Suite 200 Manassas, VA 20109	<b>DATE ISSUED:</b>	<u>September 4, 2018</u>
	<b>CONTRACT NO:</b>	<u>17-084-RFP-2</u>
	<b>CONTRACT TITLE:</b>	<u>Engineering Services</u>
	<b>AMENDMENT NO:</b>	<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-2 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.**

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<b><u>VENDOR CONTACT:</u></b> Sharon Dusza	<b><u>VENDOR TEL. NO.:</u></b>	<b><u>(703) 368-7373</u></b>
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:sdusza@rdacivil.com">sdusza@rdacivil.com</a>		

<b><u>COUNTY CONTACT:</u></b> Nilesh Naikare, DES-Engineering	<b><u>COUNTY TEL. NO.:</u></b>	<b><u>(703) 228-3632</u></b>
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:Nnaikare@arlingtonva.us">Nnaikare@arlingtonva.us</a>		

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**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 17-084-RFP-2  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on August 1, 2021, and amends Agreement Number 17-084-RFP-2 (“Main Agreement”) dated September 4, 2018, between Rinker Design Associates, P. C. (“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. **4. CONTRACT TERM:** 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:**

Mark Gunn  
Rinker Design Associates, P. C.  
11100 Endeavor Court, Suite 200,  
Manassas, VA 20109  
Email: [mgunn@rdacivil.com](mailto:mgunn@rdacivil.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](mailto: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 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.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

RINKER DESIGN ASSOCIATES, P. C.

COUNTY, VIRGINIA

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

AUTHORIZED DocuSigned by:  
SIGNATURE: Sharon Dusza  
CA9E2C2FF18649E...

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

NAME: Sharon Dusza  
TITLE: Senior Project Manager

DATE: 5/26/2021

DATE: 5/26/2021

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.

Rinker Design Associates, PC

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Project Manager		\$174.11
Senior Engineer		\$162.14
Project Engineer		\$135.73
Junior Engineer		\$110.97
Engineering Technician		\$88.66
Construction Manager		\$165.51
Construction Inspector		\$82.98
Clerical/Administrative		\$71.55
Licensed Land Surveyor		\$137.93
Survey Computor		\$89.65
Survey Coordinator		\$99.31
Two Man Field Crew		\$161.07
Three Man Field Crew		\$214.66

Mid-Atlantic Utility Locating

<u>Position</u>	<u>Field Office Rate</u>	<u>Home Office Rate</u>
Senior Project Manager		\$177.46
Project Manager		\$116.47
Senior Utility Locator		\$100.99
Utility Technician		\$68.42
Office Admin		\$109.14
2-Man Crew		\$169.41

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.