



**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 18-117-9
AMENDMENT NUMBER 4**

This Amendment Number 4 is made on 11/22/2021, and amends Agreement Number 18-117-9 ("Main Agreement") dated August 19, 2019, between Rummel, Klepper & Kahl, LLP ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Contract Documents: Contract Documents are hereby changed as follows:

Rename Exhibit E – Summary of Sub-Contractors/Subconsultants/Suppliers to Exhibit D – Summary of Sub-Contractors/Subconsultants/Suppliers

2. Contract Amount is hereby deleted in its entirety and replaced with:

6. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit C for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit C unless otherwise agreed by the parties in writing.

3. Payment is hereby deleted in its entirety and replaced with:

11. 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 invoices.

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

37. 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. Notices is hereby deleted in its entirety and replaced with:

51. 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:

Miriam Kronisch, Partner
Rummel, Klepper & Kahl, LLP
12600 Fair Lakes Circle, Suite 300
Fairfax, Virginia 22033
Email: mkronisch@rkk.com
Phone: (703) 246-0028

TO THE COUNTY:

Joshua Nicholas, Project Officer
DES – Traffic Engineering and Operations
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3861
Email: jnicholas@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

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

60. 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

7. Add Task Order No. 15, entitled "Speed Management Program Support Services", which is attached hereto and made a part hereof, for a **period of up to two years upon execution of Task Order No. 15.**

The Contractor shall perform traffic engineering services to support the County's Speed Management Program throughout Arlington County as described in the attached RK&K Task Order Number 19241.014 dated September 22, 2021.

Task Order No. 15 Amount shall be a Not-to-Exceed amount of \$224,586.00.

Upon execution of Task Order No. 15 by the County and the Contractor, this Task Order will constitute as the Notice to Proceed.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

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

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 11/22/2021

RUMMEL, KLEPPER & KAHL, LLP

AUTHORIZED DocuSigned by:
SIGNATURE: Miriam Kronisch
4443391EA25B4F4...

NAME: Miriam Kronisch

TITLE: Partner

DATE: 11/22/2021

ARLINGTON COUNTY, VIRGINIA

Arlington County Contract 18-117-9
Multi-Modal Traffic Engineering, Operations, Intelligent Transportation Systems
Planning, Project Management Services

PROPOSAL

Speed Management Program Support

Arlington County Contract Number: 18-117-9

RK&K Task Order Number 19241.014

By:



Rummel, Klepper & Kahl, LLP
12600 Fair Lakes Circle, Suite 300
Fairfax, VA 22033
703-246-0028

September 22, 2021

Arlington County Contract Number: 18-117-9
RK&K Task Order Number 19241.014

Speed Management Program Support

SIGNATURE AND APPROVALS

RK&K offers the following work plan to perform traffic engineering services to support the County's Speed Management Program throughout Arlington County, Virginia. This work will be performed for the Arlington County Department of Environmental Services, Transportation Engineering & Operations Bureau.

The costs of these services are:

BASE CONTRACT

Task 1 – Project Management	\$ 10,060
Task 2 – Speed Reduction Program Support	\$ 133,157
Task 3 – \$200 Additional Fine Program Support	\$ 30,215
Task 4 – Before and After Studies	\$ 40,845
Task 5 – Data Collection and Management	\$ 5,310
<u>Direct Expenses</u>	<u>\$ 5,000</u>
Total (Base Contract)	\$ 224,586

Rummel, Klepper & Kahl, LLP



Stuart M. Samberg, P.E., PTOE
Senior Manager, Traffic

September 22, 2021

Date

APPROVED

Josh Nicholas, P.E.
Contract Officer, Transportation Engineering & Operations Bureau

Date

WORK PLAN

TASK 1 – PROJECT MANAGEMENT

RK&K will provide a project management team to serve as the primary points of contact between the County and the RK&K team. The PM and key consultant staff identified by the PM will participate in a kick-off meeting held virtually following the notice to proceed.

At the request of the County Project Officer (PJO) update e-mails will be augmented with phone calls (as needed) to ensure that all tasks and deliverables are on schedule. Monthly/Quarterly (depending on amount of activity in progress) progress reports will be submitted to the PJO.

It is the job of the PM to maintain quality control and assurance on project delivery. If for any reason, RK&K has any concerns with project risk (timeline, budget, or resource constraints), the County PJO should be notified immediately.

Task 1 will be ongoing through the duration of the project.

Task 1 Deliverables

RK&K will provide the following deliverables:

- 1.1 Communication of quality control and assurance issues, as necessary
- 1.2 Monthly/Quarterly progress reports

TASK 2 – SPEED REDUCTION PROGRAM SUPPORT

RK&K will assist Arlington County in determining whether a reduction of the posted speed limit is appropriate for various eligible roadway segments. Eligible roadways will be existing facilities with a posted speed limit of 30 MPH, to be evaluated for a potential reduction to 25 MPH. RK&K will complete an evaluation/analysis for potential reductions using the County typical speed study template which consists of a discussion of speed data, collision history (to be provided by the County), speeding citations (to be provided by the County), pedestrian and bicyclist data, and roadway characteristics for the candidate corridors. RK&K assumes up to 20 speed studies will be completed. All traffic data collection is anticipated to be collected using subconsultants on other tasks under contract 18-117-9 or other resources identified and approved by Arlington County.

Task 2 Deliverables

RK&K will provide the following deliverables:

- 2.1 Speed Limit Reduction Study

TASK 3 – \$200 ADDITIONAL FINE PROGRAM SUPPORT

RK&K will assist Arlington County to determine if candidate segments are eligible for the “\$200 Additional Fine Program”. To qualify for the designation, a road must; (1) be in a residential area, (2) classified as a neighborhood principal, minor arterial, or major arterial street on the County’s road classification system and (3) have a documented 85th percentile speed at least 5 mph above the posted speed limit (collected within five years from the evaluation). Other factors such as proximity to schools, parks, and other pedestrian generators as well as pedestrian and bicycle crashes are additional considerations for qualification as well. Generally, candidate segments have been identified by Arlington County and RK&K

will collect the necessary speed data and prepare the template showcasing all of the aforementioned criteria and provide a recommendation as to if the candidate should receive the additional fine signage or not. RK&K will screen in additional corridors based on the program's first two criteria (zoning and roadway classification). RK&K will create a draft feature layer/matrix of these screened in corridors for County consideration before checking the third criteria, traffic speeds. All traffic data collection is anticipated to be collected using subconsultants on other tasks under contract 18-117-9. RK&K assumes up to 10 reports will be completed.

RK&K will also maintain and update a public-facing feature layer of \$200 Additional Fine corridors (existing and planned).

Task 3 Deliverables

RK&K will provide the following deliverables:

- 3.1 Screening feature layer/matrix of candidate sites
- 3.2 Candidate "\$200 Additional fine" segment criteria template
- 3.3 Maintain/Update Public-facing feature layer of \$200 Additional Fine existing and planned corridors

TASK 4 – BEFORE AND AFTER STUDIES

RK&K will support Arlington County with the development of a "Before and After Safety Study" template for implemented safety measures throughout the County to determine whether the implemented techniques had the intended effect. RK&K will collaborate with the County to determine the relevant performance measures for each type of countermeasure that the County would like to be included in the study template. RK&K will also utilize existing installations to perform a sample study to showcase what a completed product should look like. RK&K will also include discussion of established Crash Modification Factors (CMFs) and the theoretical impact a countermeasure is expected to have and compare that with the actual achieved results. It is expected that the following countermeasures may comprise any given before and after study (including but not limited to):

- Rectangular Rapid Flashing Beacon (RRFB)
- Speed Feedback Indicator Sign (SFIS)
- \$200 Additional Fine Sign
- Cross Traffic Does Not Stop (CTDNS)
- Speed Cameras
- Capital Projects/Pilot Projects

Task 4 Deliverables

RK&K will provide the following deliverables:

- 4.1 Before/After study template
- 4.2 Sample before/after study based on an existing implementation

TASK 5 – DATA MANAGEMENT

RK&K will go back through all prior traffic data collection performed under 18-117-9 and update a feature layer with speed data, to match any existing schema the County is already using. Feature layer will be shared with County. Future updates to this layer will be scoped with individual data collection efforts under other tasks.

Task 5 Deliverables

The RK&K team will provide the following deliverables:

- 5.1 Update to speed data geodatabase in exiting County schema

RK&K PROJECT TEAM:

The following team members are contemplated for this assignment. This list includes only the principal team members for this assignment; additional staff may be utilized as needed to complete the assignment. Principal team members will not be substituted without prior notification to Arlington County Department of Environmental Services, Transportation Engineering & Operations Bureau; however, all other team members are subject to substitution as needed for the timely completion of the assignment.

- Contract Manager, Quality Assurance: Stuart Samberg, PE, PTOE
- Project Manager: Andy Moy, PE
- Project Engineer: Daniel Goldman, PE

SCHEDULE:

RK&K's services will be required immediately after the issuance of the task order award and Notice to Proceed authorization.

ASSUMPTIONS AND LIMITATIONS:

- County will provide detailed crash and enforcement data

ATTACHMENTS:

1. Cost of Services Breakdown
 - a. RK&K and Fee Summation

ATTACHMENT 1
Cost of Services Breakdown


RUMMEL, KLEPPER KAHL, LLP
Task Order No. 19241.014 - Speed Management Program Support
EFFORT ESTIMATE

September 22, 2021

SubTask Number	Task Description	RK&K						
		Project Manager	Traffic Engineer	Senior Engineer	Junior Engineer	Clerical / Administrative	Per Study	# of Studies
	Assigned Personnel	S. Samberg	A. Moy	R. Mora	D. Goldman			
1	Project Management							
	Virtual Kick-Off Meeting	1	1				2	1
	Monthly/Quarterly Updates		40				40	1
	Communication of quality control and assurance issues, as necessary		10				10	1
	Hours Subtotal for Task 1	1	51	0	0	0	52	52
2	Speed Reduction Program Support							
	Develop Preliminary Speed Study Report	2	4	8	24		38	20
	Develop Final Speed Study Report	1	1	2	8		12	20
	Hours Subtotal for Task 2	3	5	10	32	0	50	1000
3	\$200 Additional Fine Program Support							
	Screening Feature Layer/Matrix of candidate sites	1	4	8	24		37	1
	Candidate "\$200 Additional fine" segment criteria template	1	1	4	12		18	10
	Feature layer of \$200 Additional Fine existing and planned corridors	1	2	4	8		15	1
	Hours Subtotal for Task 3	3	7	16	44	0	70	232
4	Before and After Studies							
	Before/After study template	2	16	30	32		80	1
	Sample Before/After Study	16	40	60	80		196	1
							0	10
							0	10
							0	10
							0	10
							0	10
	Hours Subtotal for Task 4	18	56	90	112	0	276	276
5	Data Collection and Management							
	Updates to Speed Data Geodatabase	1	4		40		45	1
	Hours Subtotal for Task 5	1	4	0	40	0	45	45
	Estimated Hours Per Payroll Classification - Base	26	123	116	228	0	493	
	Percent of Hour By Classification	5.3%	24.9%	23.5%	46.2%	0.0%	100%	

Task Order No. 19241.014 - Speed Management Program Support

September 22, 2021

SubTask Number	Task Description	RK&K					
		Project Manager	Traffic Engineer	Senior Engineer	Junior Engineer	Clerical / Administrative	Total
	Assigned Personnel	S. Samberg	A. Moy	R. Mora	D. Goldman	0	
1	Project Management	1	51	0	0	0	52
2	Speed Reduction Program Support	60	100	200	640	0	1000
3	\$200 Additional Fine Program Support	12	16	52	152	0	232
4	Before and After Studies	18	56	90	112	0	276
5	Data Collection and Management	1	4	0	40	0	45
Estimated Hours Per Payroll Classification - Base		92	227	342	944	0	1605
Approved Fully Loaded (Including Profit) Hourly Rates		\$ 262.44	\$ 192.10	\$ 148.70	\$ 106.97	\$ 89.50	
Estimated Fee Per Payroll Classification (rounded)		\$24,144	\$43,607	\$50,855	\$100,980	\$0	\$219,586
Estimated Payroll - Base		\$219,586					
Direct Cost - Other RK&K		\$5,000					
Total Base Fee		\$224,586					

Project Labor Task Value Summary - Base Contract

		RK&K		TOTAL	
Subtask Number	Task Description	Total Estimated Hours	Total Estimated Fee	Total Estimated Hours	Total Estimated Fee, Rounded
1	Project Management	52	\$10,060	52	\$10,060
2	Speed Reduction Program Support	1000	\$133,156	1000	\$133,156
3	\$200 Additional Fine Program Support	232	\$30,215	232	\$30,215
4	Before and After Studies	276	\$40,845	276	\$40,845
5	Data Collection and Management	45	\$5,310	45	\$5,310
	Direct Expenses		\$5,000	0	\$5,000
Task 003	GRAND TOTALS	1605	\$224,586	1605	\$224,586