

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 20-161-DES
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 12/16/2021 and amends Agreement Number 20-161-DES ("Main Agreement") dated April 21, 2020 between Vanasse Hangen Brustlin, Inc. ("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 Term** is hereby deleted in its entirety and replaced with:

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on April 21, 2020. All work defined in Revised Exhibit A (attached), must be completed no later than June 30, 2022. No work will be deemed complete until it is accepted by the County's Project Officer.

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

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed **\$30,800.00**, \$29,700.00 for labor and up to \$1,100.00 for expenditure reimbursement, regardless of the number of hours spent in the performance of the Work. In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost plus 10% not to exceed \$1,100.

The County will not compensate the Contractor for any goods or services beyond those included in Revised Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

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

8. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices. If the County makes a partial payment, it will retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

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

31. 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:

45. 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:

R. Neville Reynolds
Vanasse Hangen Brustlin, Inc.
101 Walnut Street
Watertown, MA 02471
Phone: 757.279.2825
Email: RREYNOLDS@VHB.com

TO THE COUNTY:

Christin Jolicoeur, Project Officer
DES-Environmental Management
2100 Clarendon Blvd, Ste 705
Arlington, VA 22201

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 Policy** is hereby added to the Contract Terms and Conditions.

51. 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.

7. **Incorporation of COVID-19 Vaccination Policy For Contractors** is hereby added to the Contract Terms and Conditions.

52. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing 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. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

8. **Exhibit A, Scope of Services** is hereby deleted in its entirety and replaced with the **Revised Exhibit A, Scope of Services** to add a third field visit and one additional design update to complete the design, permitting and construction support services for the Donaldson Run Tributary B Stream Restoration project.
9. **Exhibit B, Contractor's Pricing** is hereby deleted in its entirety and replaced with the **Revised Exhibit B, Contractor's Pricing**. **The Contract amount is changed from \$12,600.00 to \$30,800.00, an increase of \$18,200.00.**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

VANASSE HANGEN BRUSTLIN, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: *Tomeka D. Price*
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: *R. Neville Reynolds*
1D61178A6E184A9...

NAME: Tomeka D. Price

NAME: R. Neville Reynolds

TITLE: Procurement Officer

TITLE: Senior Principal

DATE: 12/16/2021

DATE: 12/16/2021

**REVISED EXHIBIT A
SCOPE OF SERVICES**

I. BACKGROUND

The Arlington County Department of Environmental Services, Office of Sustainability and Environmental Management is seeking design, permitting and construction support services for the Donaldson Run Tributary B Stream Restoration project. This project was initiated in 2008 and involves restoration of Tributary B of Donaldson Run from the outfall at N. Upton Street to its confluence with "Tributary A", the main channel of Donaldson Run. The stream restoration design was completed by Vanasse Hangen Brustlin, Inc. under contract 395-07 (City of Alexandria 06-05034). In association with the stream restoration, County staff have designed several storm sewer outfall repairs, including repair of the 48-inch outfall at N. Upton Street. The storm and stream designs are compiled into unified construction documents. Therefore, coordination among the Contractor and County design team continues to be required. Additional professional engineering services are required from Vanasse Hangen Brustlin, Inc. to address resident concerns, comments and design coordination during local permitting, and design-related questions during construction. Construction is scheduled for Winter 2020.

II. GENERAL REQUIREMENTS

The Contractor shall provide all services, facilities, labor (including all required professional disciplines) materials and equipment necessary to perform the requirements stated in the Scope of Services below.

III. SCOPE OF SERVICES

The County has identified the need for professional stream restoration design engineering services from Vanasse Hangen Brustlin, Inc. to represent design decisions for the Donaldson Run Tributary B stream restoration project to directly impacted private property owners, respond to plan review comments and provide design coordination during local permitting, and address design-related questions during construction.

Specifically, the County is seeking support in four areas.

1. The project work area includes 10, 549 sf of private property with address 2674 N. Upshur Street. The County is seeking participation by the design engineer in an on-site meeting with the property owners to represent the design and construction concerns that impact the property. The consultation could require the inclusion of additional stabilization measures to the stream restoration design. The task includes the resident meeting and any minor design alterations mutually agreed upon by the project manager and the design engineer to address resident concerns.
2. The project is undergoing local and state (VPDES) permitting. Minor stream restoration design changes may be required to address plan reviewer comments, coordinate County storm sewer and VHB stream restoration designs, and compile a complete set of coherent construction documents for final permitting and procurement. This task assumes one cycle of comment and response.
3. The stream design is based on base survey from 2008. Significant erosion has occurred within the channel during the subsequent 12 years. It is very likely that the contractor will encounter site conditions that need to be addressed through consultation with the designer. A prior project, similarly, based on dated survey, required two site visits and two design changes by the stream restoration engineer to address discrepancies between design and field conditions. The assumption is that this project will also require up to two field visits along with, potentially, two design updates by the stream restoration engineer during construction.

4. A 30" water main and sanitary sewer run parallel to the stream to be restored. During construction, a conflict with these utilities may occur requiring emergency re-design of the upstream section of the project. The project's stream restoration design engineer will be expected to participate in alternatives development and analysis, as well as re-design the stream project as needed. This work constitutes major re-design and will be a separate task from that identified above. This task also includes associated environmental permitting or re-permitting support.
5. Subsequent to final design, substantive flows from an off-site property have significantly eroded the slope above the stream. This eroded gully threatens the project's stability and the existing water line. The existing project design is not sufficient to address the current concern. Re-design during construction is required to ensure long-term success of the project. The design engineer is expected to participate in alternatives development and analysis and provide an updated design to mitigate the compromised slope and eroded gully.

VI. PROJECT SCHEDULE (AMENDED)

The anticipated timeline for the activities outlined in this scope of work is:

Resident meeting and design update – April 30 – June 30, 2020

Local permitting design updates – April 30-June 30, 2020

Construction support – July 1, 2021 – June 30, 2022

Emergency redesign during construction (Tasks 4 and 5) – July 1, 2021- January 31, 2022

**REVISED EXHIBIT B
CONTRACTOR'S PRICING**

Task 01000: Property Owner Consultation - \$2,500

The stream restoration work area includes 10,549 square feet of private property with address 2674 N. Upshur Street. VHB will participate in one (1) on-site meeting with the property owners and county staff to review and discuss design and construction concerns that impact the property. The consultation will consider and implement additional stabilization measures to the stream restoration design at the property, if necessary. The task includes the resident meeting and any minor design alterations mutually agreed upon by the client/project manager and the design engineer to address resident concerns.

Task 02000: VPDES Permitting Assistance - \$3,500

The project is undergoing local and state (VPDES) permitting. Minor stream restoration design changes may be required to address plan reviewer comments, coordinate County storm sewer and VHB stream restoration designs, and compile a complete set of coherent construction documents for final permitting and procurement. This task assumes VHB will provide one cycle of comment and response.

Task 03000: Construction Support - \$8,300

The stream design is based on a topographic base survey from 2008. Significant erosion has occurred within the channel during the subsequent 12 years. It is very likely that the contractor will encounter site conditions that need to be addressed through consultation with the design engineer. This task assumes that the design engineer will provide up to two field visits along with, potentially, two minor design updates (the extent of which to be agreed upon by the client/project manager and design engineer prior to execution) during construction. This pricing schedule has been amended to include funding for a third field visit and minor design update.

Task 04000: Emergency Redesign (During Construction) – \$12,050

A 30" water main and sanitary sewer run parallel to the stream to be restored. During construction, a conflict with these utilities may occur requiring emergency re-design of the upstream section of the project. The project's stream restoration design engineer will be expected to participate in alternatives development and analysis, as well as re-design the stream project as needed. This work constitutes major re-design and will be a separate task from that identified above. This task also includes associated environmental permitting or re-permitting support.

Task 05000: Redesign – Slope Erosion (During Construction) - \$3,350

Subsequent to final design, substantive flows from an off-site property significantly eroded the slope above the stream. This eroded gully threatens the project's stability and the existing water line. The existing project design is not sufficient to address the current concern. Re-design during construction is required to ensure long-term success of the project. The design engineer is expected to participate in alternatives development and analysis and provide an updated design to mitigate the compromised slope and eroded gully on-site.

VHB will perform the Scope of Services contained in this Agreement on an hourly, not to exceed, time and expense basis at the standard hourly billing rates in effect at the time the work is performed. The Maximum Limit for Labor for this Scope of Services is **\$29,700.00**.

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage,

and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost plus 10% **not to exceed \$1,100.**