

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 18-020  
AMENDMENT NUMBER 4**

This Amendment Number 4 (hereby changed from Modification to Amendment) is made on 2/11/2022 by the County and amends Agreement Number 18-020 ("Main Agreement") dated December 28, 2017, between **Fort Myer Construction Corporation** ("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:

Modification No.1 dated January 12, 2018 is hereby renamed Amendment No. 1, dated January 12, 2018.

Modification No.2 dated December 3, 2018 is hereby renamed Amendment No. 2, dated December 3, 2018.

Amendment No. 1 dated December 31, 2019 is hereby renamed Amendment No. 3, dated December 31, 2019.

**SECTION 3. SCOPE OF WORK**

The following is added to the original scope of work.

Additionally, the Contractor shall provide the services described in the attached Scope of Work and in the attached Contractor's fee proposal letter dated January 20, 2022. Contract amount does not change as a result of this new scope.

SECTION 49: NOTICES, remove Shirley Diamond, Procurement Officer and replace with:

Dr. Sharon T Lewis LL.M, CPPB, VCO, MPS

Purchasing Agent

2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201

Telephone: 703.228.3294

Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

ADD SECTION 54: **COVID-19 VACCINATION POLICY FOR CONTRACTORS**, which is incorporated into and made part of this Amendment as follows:

**54: 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, must 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.

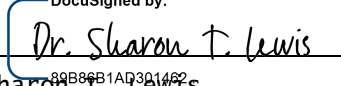
All other terms and conditions of the Main Agreement remain in effect.

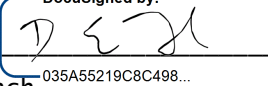
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

FORT MYER CONSTRUCTION CORP

COUNTY, VIRGINIA

AUTHORIZED: DocuSigned by:  
SIGNATURE:   
NAME: Dr. Sharon T. Lewis  
TITLE: Purchasing Agent  
DATE: 2/11/2022

AUTHORIZED: DocuSigned by:  
SIGNATURE:   
NAME: David Finch  
TITLE: General Counsel  
DATE: 2/11/2022

ARLINGTON  
VIRGINIA


DEPARTMENT OF ENVIRONMENTAL SERVICES

Engineering Bureau

2100 Clarendon Boulevard, Suite 813, Arlington, VA 22201

TEL 703.228.3669 FAX 703.228.3606 TTY 703.228.4611 [www.arlingtonva.us](http://www.arlingtonva.us)

# Memorandum

**To:** File **Date:** January 26, 2022  
**From:** Edward Sanders   
**Subject:** Contract Amendment and Time Extension Request  
**Project:** Columbia Pike Multimodal Project Segments H/I,  
D07S, 18-020-ITB

## Background

### Scope of Work (Contract Amendment)

Additional scope of work needed on contract 18-020-ITB, to address safety hazard and complete delayed work in front of retail business. There are three overhead utility poles near the intersection of S. Frederick Street and Columbia Pike that need to be removed immediately. One pole is leaning and poses a safety hazard, and the two remaining poles need to be removed so the contractor can complete some long-delayed work that has inconvenienced the Sunoco Gas Station owner's operation.

### Time for Completion (Time Extension Request)

Fort Myer Construction Company's Contract 18-020 expires on February 28, 2022, and the County is requesting a time extension until June 28, 2022, to allow for Verizon to complete their utility undergrounding work.

## Justification

### Scope of Work (Contract Amendment)

The County has previously communicated with Comcast, Verizon, and Dominion Energy, to have the poles removed however all three utility owners have denied ownership and refused to move the poles. Since one pole is a safety hazard and the other two poles have prevented work from being completed for over one year the County has determined that the best course of action for eliminate the hazard and completing the construction in front of the Sunoco business is to add this scope of work to Fort Myer Construction's contract.

### Time of Completion (Time Extension Request)

Verizon has been delayed from undergrounding their utilities on the Columbia Pike Segment H/I Project due to a shortage in the supply chain. During the last several months Verizon was unable to mobilize and start their undergrounding activities because they were not able to obtain from their suppliers the necessary copper wire used for undergrounding. Currently Verizon is on site,

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and they expect to complete their work in March 2022, then additional time will be need for Dominion Energy to remove all abandon poles off the project and for Fort Myer to restore all areas where the abandoned poles were removed.

## Cost Estimate Summary

### Scope of Work (Contract Amendment)

Fort Myer Construction Corporation has submitted a proposal to furnish labor, equipment, and material to perform the following scope of work on the aforementioned project in the amount of \$8400.00. The County prepared an ICE and Fort Myer's cost proposal is within 10% of the independent estimate (see attachments).

### DESCRIPTION OF WORK:

- Remove (3EA) Existing Wood Pole and all associated equipment and wiring
- Temporary restoration
- Mobilization

### Attachments

- Contractor's Cost Proposal for Utility Pole Removal
- Independent Cost Estimate for Utility Pole Removal



# FORT MYER CONSTRUCTION CORPORATION

*Building the American Dream for DC, Maryland, and Virginia*

2237 33<sup>rd</sup> Street, NE • Washington, DC • 20018 | p: 202.636.9535 | f: 202.526.8572

**Date:** January 20, 2022

**To:** Arlington County ("CONTRACTOR")  
2100 Clarendon BLVD, Suite 500  
Arlington, VA 22201

**Attn:** Edward Sanders Jr.  
571-220-7047  
esanders@arlingtonva.us

**From:** Fort Myer Construction Corporation ("SUBCONTRACTOR")  
2237 33<sup>rd</sup> Street NE  
Washington, DC 20018

**Re:** Columbia Pike Multi-Modal Street Improvements– Wood Pole Removal

**FMCC Estimate Code:** JOB#10484

Fort Myer Construction Corporation is pleased to present our proposal to furnish labor, equipment, and material to perform the following scope of work on the aforementioned project. Our proposal is limited to the scope below.

## DESCRIPTION OF WORK:

- Remove (3EA) Existing Wood Pole and all associated equipment and wiring
- Temporary restoration
- Mobilization

**LUMP SUM PRICE: \$ 8,400.00**

## GENERAL INFORMATION:

- CBE Participation: 100%
- Bond Rate: 1%
  - If bonds are required, please add 1% to the contract value

## QUALIFICATIONS:

1. Price assumes site to be graded by contractor to 0.1' balance prior to start of our work.
2. Price based on backfill with existing excavated material.
3. SUBCONTRACTOR's proposal is based on the assumption that all work will be scheduled when weather conditions permit efficient use of manpower and equipment.
4. SUBCONTRACTOR's proposal is predicated on a mutually agreed to schedule.
5. SUBCONTRACTOR's proposal is based on having unrestricted access and egress to its work area during its working hours without interference to its production and progress.
6. SUBCONTRACTOR's proposal is limited to ONE (1) mobilization. Additional mobilizations above and beyond the base contract will be charged \$2,500.00 each.
7. SUBCONTRACTOR's proposal is valid for THIRTY (30) days.
8. SUBCONTRACTOR's proposal is based on the following working hours:
  - a. Monday to Saturday: 7:00 AM – 5:00 PM.

SUBCONTRACTOR Initial: \_\_\_\_\_ CONTRACTOR Initial: \_\_\_\_\_

**EXCLUSIONS (Unless otherwise specified):**

1. Engineering, layout, Arlington County Third party fees, UG utility repair permit and fees, DVP fees, Arlington County Traffic Signal Transfer fees and bond.
2. All Permitting
3. Tree protection and vegetation restoration.
4. Temporary asphalt repairs only to any roadway cuts.
5. Any submittals related to the Traffic Control Plan. MOT Plans not included
6. Final layout plans for Arlington County approval.
7. As-Built Drawings (Will Provide Red Lines)
8. Erosion Control Plan
9. Slope protection and maintenance.
10. Sidewalk repairs, final roadway repairs, base and final asphalt, extended restoration.
11. Removal, relocation, protection, support, cutting, capping, plugging or demolition of existing utilities.
12. Rock excavation, removal or blasting
13. Concrete Test
14. Builders Risk Insurance.
15. Handling and/or removal of hazardous, toxic or contaminated substances.
16. Maintenance of traffic, "make safe" measures, signs, barricades, detours, etc.
17. Unforeseen or unknown site conditions.
18. Dewatering.
19. Temporary Lighting except as noted
20. Temporary Traffic Signalization

**STANDARD PROVISIONS:**

- a. All material is guaranteed to be as specified, and all work shall be completed in a workmanlike manner according to standard industry practices within this geographic area.
- b. The SUBCONTRACTOR shall not be responsible for damage or delay due to the strikes, fires, accidents, delays in transportation, or by any other causes beyond its reasonable control, in any event for consequential damages.
- c. No back charge of any nature shall be charged to the SUBCONTRACTOR without the SUBCONTRACTOR's written consent.
- d. If this agreement is based on unit prices, any quantities and amounts mentioned are approximate only and may increase or decrease at the same unit price.
- e. If any payment is not made to the SUBCONTRACTOR when due, the SUBCONTRACTOR may terminate this contract and recover from you payment for all work done and any reasonable profits and damages. If your account is delinquent, and the matter is placed with attorneys for collection, the SUBCONTRACTOR will be entitled to all attorneys' fees incurred, amounting to a minimum of TWENTY percent (20%) of the balance due to the SUBCONTRACTOR, including interest on all such amounts at ONE percent (1%) per month.

This proposal is not a contract and shall become binding only upon the SUBCONTRACTOR's acceptance hereof as noted below, or upon the SUBCONTRACTOR's commencing performance. Upon such acceptance or commencement of performance, this shall constitute the entire contract and be binding upon the parties hereto, there being no representations, covenants, stipulations or other agreements, written or oral, except as herein set forth

Respectfully submitted by,  
Fort Myer Construction Corporation  
*Bryant Rutledge*  
Bryant Rutledge  
Cost Estimator

Columbia Pike Multi-Modal Street Improvements– Wood Pole Removal  
3900 Wisconsin Ave NW

January 20, 2022  
JOB#10484

**ACCEPTANCE:**

<b><u>Arlington County</u></b> (CONTRACTOR)	<b><u>Fort Myer Construction Corporation</u></b> (SUBCONTRACTOR)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

CONTRACTOR to sign and return the contract to the SUBCONTRACTOR. SUBCONTRACTOR will then counter-sign and return a copy for the CONTRACTOR's files.