

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

**NOTICE OF CONTRACT AMENDMENT**

<b>TO:</b> Gregory Stewart 116 Monument Avenue Harrisonburg, VA 22801	<b>DATE ISSUED:</b> <b>CONTRACT NO:</b> <b>CONTRACT TITLE:</b>	<u>February 10, 2020</u> <u>20-744-EP</u> <u>Arlington Art Truck</u>
	<b>AMENDMENT NO:</b>	<u>1</u>

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**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.**

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The contract documents consist of the terms and conditions of AGREEMENT No. 20-744-EP including any attachments or amendments thereto.

**EFFECTIVE DATE:** 11/11/2021

**EXPIRES:** December 31, 2022

**RENEWALS:** No Renewals Remaining

**COMMODITY CODE(S):** 5303059, 9094800

**LIVING WAGE:** N

**ATTACHMENTS:**

AMENDMENT No. 1

**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> Gregory Stewart	<b><u>VENDOR TEL. NO.:</u></b>	<u>(540) 209-4306</u>
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**VENDOR EMAIL ADDRESS:** [stewargk@jmu.edu](mailto:stewargk@jmu.edu)

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<b><u>COUNTY CONTACT:</u></b> Cynthia Connolly, AED-Cultural Affairs	<b><u>COUNTY TEL. NO.:</u></b>	<u>(703) 228-0818</u>
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**COUNTY CONTACT EMAIL:** [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)

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**ARLINGTON COUNTY, VIRGINIA  
STANDARD FORM AGREEMENT No. 20-744-EP  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 11/11/2021, and amends Agreement Number 20-744-EP ("Main Agreement") dated February 10, 2020, between Gregory Stewart ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions, Exhibit A – Scope of Work, and Payment Schedule called for under the Main Agreement as follows:

**1. The following Contract Documents are hereby added:**

Exhibit C – COVID-19 Vaccination Policy for Contractors Certification Form (attached)

Exhibit D – Contractor COVID-19 Vaccination Quarterly Compliance Certification (attached)

**2. Item Number 4** is hereby deleted in its entirety and replaced with:

The Contractor shall provide the goods or services covered by the Contract beginning on the date of execution by the County. Unless terminated as provided below, the Agreement shall continue until December 31, 2022.

**3. Item Number 5** is hereby deleted in its entirety and replaced with:

The County will pay the Contractor, for services or goods that the Project Officer accepts, in accordance with Exhibit B, Payment Schedule, \$5090.00 as honorarium, time to develop the project. The Contractor shall be paid \$65.00 per hour while working onsite for County events. Additionally, one subcontractor shall be paid \$15.00 per hour while working County events. The total project value is not to exceed \$14,058.66. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.

Additional activations may be negotiated under separate quotation provided by the Contract, during the contract period, with hourly rates not to exceed \$65.00/hr. for the Contractor. The County Project Officer will negotiate with the Contractor availability and fees for booking any additional date(s), which will be documented via a contract amendment. This agreement does not guarantee that additional dates will be offered.

**4. Item Number 23** is hereby deleted in its entirety and replaced with:

23. The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the

Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**5. Item Number 24** is hereby deleted in its entirety and replaced with:

24. The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Agreement. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**6. Item Number 27** is hereby deleted in its entirety and replaced with:

27. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

**TO THE CONTRACTOR:**

Gregory Stewart  
116 Monument Avenue  
Harrisonburg, VA 22801  
Phone: (540) 209-4306  
Email: [stewargk@jmu.edu](mailto:stewargk@jmu.edu)

**TO THE COUNTY:**

Cynthia Connolly, Special Projects Curator  
Arlington Economic Development  
1100 N Glebe Rd, Suite 1500  
Arlington, Virginia 22201  
Phone: (703) 228-0818  
Email: [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)

AND

Dr. Sharon T. Lewis, Purchasing Division Chief  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
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

**7. Item Number 28** is hereby deleted in its entirety and replaced with:

28. 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.

**8. Incorporation of Sexual Harassment Policy:** Item Number 34. COVID-19 Vaccination Policy for Contractors is hereby added to the Contract Terms and Conditions.

34. 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.

**9. Incorporation of COVID-19 Vaccination Policy for Contractors:** Item Number 35. COVID-19 Vaccination Policy for Contractors is hereby added to the Contract Terms and Conditions:

35. Due to the 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. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations

as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits C and D). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractors may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

**10. Exhibit A, Scope of Work** is hereby deleted and replace in its entirety with **Revised Exhibit A, Scope of Work**. Revised Exhibit A, Scope of work is hereby modified to remove services and revise the number of subcontractors.

**11. Attachment B, Payment Schedule** is hereby deleted and replace in its entirety with **Revised Exhibit B, Payment Schedule**. **Revised Payment Schedule** is hereby modified to revise the payment schedule to increase the supplies and activation amounts and reimbursement for travel. The Contract not to exceed amount is hereby changed from \$11,186.50 to **\$14,058.66**, an increase of **\$2,872.16**.

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: Tomeka D. Price  
5950D4E0ACC0472...

NAME: TOMEKA D. PRICE  
TITLE: PROCUREMENT OFFICER

DATE: 11/11/2021

GREGORY STEWART

AUTHORIZED DocuSigned by:  
SIGNATURE: Gregory Stewart  
DDAB6348544A490...

NAME: Gregory Stewart  
TITLE: Sculpture Flight

DATE: 11/11/2021

**REVISED EXHIBIT A**  
**SCOPE OF WORK**

This Arlington Art Truck project will have three interactive components designed in collaboration with the County's Project Officer (Special Projects Curator) and the Contractor.

The project will be:

***Flight by Greg Stewart***

The purpose of this project is to learn about the birds that migrate through the County each Autumn, and those that are threatened by loss of habitat in Virginia. The Contractor and a team of James Madison University students will be on-hand to facilitate the public's artmaking. The public can select from a library of laser cut names of Fall migrating birds, then stencil them onto the ground with sifted soil and create a bird sculpture (seedbird) with clay and native seeds in the shape of the threatened birds to take home and plant. The public may also view threatened birds through a 3-D Viewmaster.

The community partner for this project is the County's Urban Forestry Office, who will offer tips on tree care and grant opportunities for free trees. They will be sharing information on the update to their Urban Forest Master Plan and Natural Resources Management Plan. The Urban Forest Master Plan addresses the conservation, planting and maintenance of trees in the County, preserving a healthy ecosystem, and the Natural Resources Management Plan looks to conserve and enhance the unique ecosystems in County parks.

This project is developed in partnership with James Madison University, Harrisonburg, Virginia.

The components shall include:

1. Soil stenciling of Fall migratory birds
2. Viewmaster viewers available for the public to see the images of the four (4) threatened bird species
3. Seedbird crafting station using plaster molds, seeds, clay, paper bags.

The Contractor agrees to provide the following goods and services:

- Develop and participate in interactive project(s) for the Arlington Art Truck, Fall 2020 (September and October 2020);
- The subject of interactive art project, designed with the County Project Officer (Special Projects Curator), will encompass the degradation of natural lands, climate change through a closer examination of the changing patterns of migratory birds and the specific loss of four (4) bird species that migrate through Arlington, Virginia;
- Collection of 54 cardboard stencils of the names of the birds that will be migrating through the County during the activation time, Fall, 2022;
- Stencils will be stored in stackable wooden crates, and each organized with a small wooden box with spoon containing dried soil that the public will be able to access. There, the public can use the stencil

and soil to sift the names of the birds on the ground, referencing the sighting and fleeting moment of seeing a bird;

- Twelve plaster press molds, 8" x 8" each, representing one of the four (4) species of birds currently posted on Virginia's threatened species list. (Piping Plover, Red Know, Red-Cockaded Woodpecker and the Roseate Tern);
- Clay and buckets to store clay. The Contractor will maintain clay in a workable form and will bring to each activation;
- Heavy-duty brown paper lunch bags and rubber stamp and pad with name of project with the additional text reading "This artwork is part of an interactive project created by Gregory Stewart for Arlington County, Virginia's Cultural Affairs Division as a part of the Arlington Art Truck program, 2020.";
- Three (3) Viewmaster viewers and ten (10) Viewmaster image reels showing images of the four (4) birds on Virginia's threatened species list;
- Project components shall be designed and constructed to fit easily in and out of the van. Components will be built as carts for better movement on site. They will be constructed with durable natural materials made in the Contractor's aesthetic. Carts must be able to roll on ramp to load and unload Arlington Art Truck. Ramp width is: 27.5";
- Soil, bags, seeds to create 600 seedbirds;
- Secure [one \(1\)](#) James Madison University sculpture students as staff to work on site with each activation. Students will be paid as subcontractors.
- Images used for promotional purposes as outlined in the timeline below;
- Adhere to the timeline below;
- Provide his own breakfast, lunch and/or dinner and water for each activation, including subcontractors;
- Participate in up to ten (10) activations in the public realm and one public school activation;
  - During the activations, the Contractor shall assist the public in instructing how to interact with artwork and installations;
  - Support the community partner by introducing the public to the partner when the opportunity arises. The community partner for this project will be the Office of Sustainability and Environmental Management, discussing the new federal flood plan map and/or the County Arborist discussing the revision of Arlington County, Virginia's Natural Resources Master Plan. A representative from either the Office of Sustainability and Environmental Management or the County Arborist's office or representative will be present at each activation. Additional partners for this project may be added at a later date;
  - For the public-school presentation, the Contractor will also provide a 10 (ten) minute slideshow presentation of biography and images of previous work and engage students in the three component interactions;

- Meet the County Project Officer at Arlington Art Truck, at each activation site and time. The Contractor must arrive 30 minutes before site activation for set up and stay 30 minutes after activation for breakdown. The County Project Officer reserves the right to change this requirement after Arlington Art Truck activations occur, and shall notify the Contractor by text or email, if a need for revision is observed;
- Load and unload Arlington Art Truck with Arlington Art Truck staff;
- The Contractor will pay for their own parking on site of activation.

***The County Will Provide:***

The Arlington Art Truck shall contain the following supplies and equipment:

- At least one (1) pop up tent;
- Two (2) A-frame signs to promote activation on site;
- Spray water bottle and paper towels to wipe hands, after seedbirds are created;
- One (1) or more staff person/s to manage Arlington Art Truck needs, which includes some assistance for the Contractor;
- Additional supplies if needed and within reason through guidance of the Contractor, up to \$800 in expenditures;
- Two (2) 6' tables and up to 12 chairs, if needed;
- Supplies and artwork contained in Arlington Art Truck and brought to each activation site as scheduled;
- Community Partner will provide information rack card describing their mission;
- Electricity from the Arlington Art Truck, if needed;
- Criminal Conviction Form; shall be provided by the County Project Officer; and must be signed by the Contractor and all subcontractors
- Credit James Madison University as supporting partner in all promotional materials;
- Floor plan of Arlington Art Truck for the Contractor to build components that easily fit in the Truck.

**Cancellation Terms for the Arlington Art Truck**

During the contracted dates, the Contractor will perform up to 6 (six) activations of up to six (6) hours and 4 (four) festival activations of up to nine (9) hours. Activations that are cancelled, with the approval of the Project Officer, will be rescheduled during the contracted time period, unless the County determines that rescheduling is not possible. In the event that this rescheduled activation is cancelled for a second time, the contractor will be paid in full for that activation and will be counted as one (1) scheduled activation against the total scheduled activations. The Contractor understands that if an event or activation is cancelled due to repair of artwork commissioned for the County under this contract, the Contractor will



re-schedule the event for a date to be approved by the County Project Officer or will be cancelled, based on schedule availability.

Cancellation of an event will be determined as follows:

- Morning events (9am-12noon): cancellation will be decided by 7am the same day.
- Afternoon events (12noon-5pm) cancellation will be decided by 9am the same day.
- Evening events (5-10pm): cancellation will be decided by Noon the same day.
- Cancellation will be determined by County Project Officer or other assigned County staff.
- The County Project Officer will notify the Contractor by email, text or phone.

The timeline is as follows for all projects combined:

February 2020: first payment is sent to Contractor to build project

March 2020: High resolution photographic images (5mb each) of finished Artwork (finished stencils on concrete, finished seedbird and mold and other any other deliverables mutually agreed to by the parties as appropriate) for project is sent to County project officer by email to cconnolly@arlingtonva.us. (to be used for promotional purposes)

July 15, 2020: Physical components of the final Artwork to be completed by and delivered to Arlington County for a mock set up at 3700 South Four Mile Run, Arlington, VA 22206 (Artwork shall be stored in Arlington until September 2020)

[November 1, 2022](#): The Contractor and subcontractors must be available for activations to take place in [November 2022](#).

November [2022](#): [Final](#) payment made to Contractor.

**Marketing and Promotion:**

- All photographs and videos taken during all events are the property of the County and may be used for marketing in print media, social media, web.
- Artwork commissioned for this project cannot be displayed to the public before the scheduled activations and events. Artwork commissioned for this project may not be displayed, activated or used outside of this project unless credit is given to the County in the following form: "An original artwork created for Arlington County, Virginia as part of the Arlington Art Truck program."
- Before printing any final Artwork or marketing materials, all materials must be approved by the County Project Officer and the County Marketing Director.
- When posting to social media, these hashtags are required for this project: #arlingtonarts #arttruckarlington @Arl\_arts @arttruckarlington

**EXHIBIT B****PAYMENT SCHEDULE**

<b>FISCAL YEAR</b>	<b>PAYMENT DATE</b>	<b>ACTIVITY</b>	<b>AMOUNT</b>
FY 2020	February 2020	SUPPLIES, HONORARIUM, TIME TO CREATE PROJECT	\$5,090.00
FY 2022	May 2022	PURCHASE SUPPLIES FOR 2022 ACTIVATIONS AND REIMBURSEMENT OF LIABILITY INSURANCE AT DIRECT COST TO THE CONTRACTOR	\$759.70
FY 2023	NOVEMBER 2022	ACTIVATIONS AT THE FOLLOWING RATE AT EST. 68.5 HOURS FOR 8 EVENTS: <ul style="list-style-type: none"> <li>• 1 CONTRACTOR: \$65/HR. WHILE WORKING ON-SITE COUNTY EVENTS.</li> <li>• 1 SUBCONTRACTOR \$15/HR</li> </ul>	\$5,480.00
FY 2023	NOVEMBER 2022	TRAVELTIME ROUND TRIP FROM HARRISONBURG, VA EST. 4 HOURS FOR 8 EVENTS: <ul style="list-style-type: none"> <li>• 1 CONTRACTOR: \$35/HR. WHILE COMMUTING TO/FROM ON-SITE COUNTY EVENTS. FOR 8 EVENTS</li> <li>• 1 SUBCONTRACTOR \$15/HR</li> </ul>	\$2,728.96
<b>TOTAL ESTIMATED PROJECT COST</b>			<b>\$14,058.66</b>

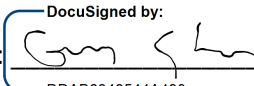
**EXHIBIT C**

**CONTRACTOR COVID-19 VACCINATION CERTIFICATION**

☒ I hereby certify that all Gregory Stewart employees and subcontractors who will be working on Contract No. 20-744-EP are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

Date: 11/11/2021

Signature:   
DocuSigned by:  
DDAB6348544A490...

Printed Name: Gregory Stewart

Title: Sculpture Flight

**EXHIBIT D**

**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

☐ I hereby certify that all \_\_\_\_\_(Contractor Name) employees and subcontractors working on Contract No. \_\_\_\_\_ are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test result.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_