

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

This Amendment Number 2 is made on August 1, 2022, 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. **Contract Renewal:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its third subsequent contract term for an additional 12-month period from **August 1, 2022 to July 31, 2023** with one additional 12-month renewal remaining.

2. **Force Majeure** is hereby amended as follows:

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, [provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.](#)

3. **COVID-19 Vaccination Policy For Contractors** is hereby incorporated into the Contract Terms and Conditions as follows:

55. 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.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

RINKER DESIGN ASSOCIATES, P. C.

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

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

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

NAME: Sharon D. Dusza
TITLE: Director of Utilities

DATE: 6/13/2022

DATE: 6/13/2022

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.