

**ARLINGTON COUNTY,
VIRGINIA AGREEMENT
NO. 674-14
AMENDMENT NUMBER 3**

This **Amendment Number 3** is made on the date of execution and amends **Agreement Number 674-14** dated **November 9, 2015** ("Main Agreement") between **Hood Design, LLC** ("Artist") and the **County Board of Arlington County, Virginia** ("County").

The County and the Contractor amend the Main Agreement as follows:

1. REPLACE PARAGRAPH 1. CONTRACT DOCUMENTS WITH THE FOLLOWING:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: Scope of Work, Exhibit B: Revised Payment Schedule, Exhibit C: Transfer of Title and Bill of Sale, Exhibit D: Survey of Site, Exhibit E: Project Drawings, Images, Construction Notes and Specifications, Exhibit F: Arlington County Travel – Related Expenses Policy, Exhibit G: Contractor Covid-19 Vaccination Certification, and Exhibit H: Contractor Covid-19 Vaccination Quarterly Compliance Certification. Collectively these documents may be referred to as the "Contract Documents".

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. AMEND THE FIRST SENTENCE OF PARAGRAPH 5. CONTRACT AMOUNT AS FOLLOWS:

So long as the Artist meets the milestones set forth in Exhibit B, the County shall pay the Artist a fixed fee of Two Hundred Eighty Seven Thousand Nine Hundred Twenty Dollars (\$287,920) (hereinafter "Contract Amount"), which shall constitute full compensation for all services and materials to be performed and furnished by the Artist pursuant to this Contract.

3. ADD PARAGRAPH 51. COVID-19 VACCINATION POLICY FOR CONTRACTORS AS FOLLOWS:

51. COVID-19 VACCINATION POLICY FOR CONTRACTORS

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 G and H). 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 Contractor may email contractorvaccineinfo@arlingtonva.us.

4. REPLACE EXHIBIT A: SCOPE OF WORK, D. DESIGN, DIMENSIONS, MATERIALS, INSTALLATION OF PUBLIC ART PIECE, PARAGRAPH 2. PROJECT COORDINATION, ITEM c. WITH THE FOLLOWING:

- c. The Artist shall attend construction coordination meetings virtually with the County, the General Contractor, and other parties, as appropriate, to communicate about the fabrication and appropriate integration and installation of the Public Art Piece. The Artist shall travel to the site for Construction Administration for (3) site visits totaling \$2,700.00 as budgeted in Exhibit B Payment Schedule.

5. REVISE EXHIBIT A: SCOPE OF WORK, D. DESIGN, DIMENSIONS, MATERIALS, INSTALLATION OF PUBLIC ART PIECE, PARAGRAPH 6. APPROVAL AND ACCEPTANCE OF PUBLIC ART PIECE ONLY, ITEM i. WITH THE FOLLOWING:

- i. After Final Acceptance of the Public Art Piece, the Artist shall attend, virtually or in person, up to two (2) public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Public Art Piece, as required by the County.
 - i. The County will notify the Artist at least twenty-one (21) calendar days in advance of any event at which the Artist is required to appear. The County will reimburse the Artist for the costs of travel, if any, in accordance with Exhibit B and F of this Agreement.
 - For any inauguration or presentation ceremonies requiring in person attendance, the Contractor shall submit any projected travel cost to the County prior to travel finalization. The County will review the travel request and if approved, the additional travel cost will be approved via an unilateral contractual amendment and a revised Purchase Order.

- ii. During such public presentations, the Artist shall acknowledge the County's role in funding the Public Art Piece.
- iii. The County shall be solely responsible for coordinating materials and activities related to public presentations.

The requirements of this Section i. shall survive the conclusion of the Contract Term.

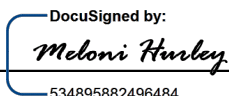
- 6. **REPLACE EXHIBIT B. PAYMENT SCHEDULE WITH EXHIBIT B. REVISED PAYMENT SCHEDULE (ATTACHED).**
- 7. **ADD EXHIBIT F: ARLINGTON COUNTY TRAVEL – RELATED EXPENSES POLICY (ATTACHED).**
- 8. **ADD EXHIBIT G: CONTRACTOR COVID-19 VACCINATION CERTIFICATION (ATTACHED).**
- 9. **ADD EXHIBIT H: CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION (ATTACHED).**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

HOOD DESIGN, LLC

AUTHORIZED
SIGNATURE:  534895882496484...

PRINT: Meloni Hurley

TITLE: Assistant Purchasing Agent

DATE: 12/9/2021

AUTHORIZED
SIGNATURE:  D2861D8934C8483...

PRINT: PAUL PETERS

TITLE: PRINCIPAL

DATE: 12/7/2021

EXHIBIT B
PAYMENT SCHEDULE REVISED
WALTER HOOD

Payment installments

The County agrees to pay Artist as set forth in the schedule below. So long as the other requirements of the Contract have been met, the County will release payment to the Artist within thirty days (30) of being invoiced. The total fee for the Work is all-inclusive, covering all aspects of this Contract, including meeting/work time, project-related travel expenses, materials, and coordination. The fee includes but is not limited to the following costs:

- labor of assistants, subcontractors;
- materials;
- communication and other indirect costs; and
- travel expenses of the Artist for Site visits, research, and any visits to Arlington County, Virginia, to meet with County staff and/or members of the public as required by the County pursuant to this Contract.

The Artist will not be paid at an hourly rate or be reimbursed for individual expenses. Payment installments will be made upon reaching the milestones described below and in Exhibit B.

ORIGINAL WORK	
TASK	PAYMENT DUE
Execution of Contract The County will review and approve the invoice and authorize the payment when the Artist submits an invoice along with a final project schedule. Payment may take up to 30 days from execution of Contract and will be processed immediately upon approval of a Purchase Order.	Payment 1 \$28,000.00
Approval of Master Plan The County will review and approve the invoice and authorize the payment when the Artist submits and invoice along with the approved Master Plan, which shall include the Public Art Piece. See Scope of Work section D. I.	Payment 2 \$28,000.00
Approval of Design. The County will review and approve the invoice and authorize the payment when the Artist submits and invoice along with the approved Design and transfer of ownership of the approved Master Plan (Exhibit C)	Payment 3 \$28,000.00
Artist Review of Construction Drawings and Specifications prepared by Arlington County Contractor and Artist Preparation of Construction Drawings and Specifications for Specialty Items, Lighting Design and Structural Engineering The County will review and approve the invoice and authorize payment after Arlington County permit review approval.	Payment 4 \$28,000.00

Upon meeting the following conditions: <ul style="list-style-type: none"> - Determine new location for FREED sculpture including foundation design and coordination with utilities; and - Provide a structural seal for the revised location 	Payment No. 5 \$7,920
Completion of Construction Administration The Artist shall visit the project Site during construction up to two (3) times at the discretion of the County to review the progress and quality of the work. Upon completion of the construction administration, the County will review and approve this invoice.	Payment 6 \$27,000
FINAL PAYMENT The County will review and approve the invoice and authorize payment when the entirety of the Site is fully constructed and complete.	Payment 7 \$1,000.00
SUBTOTAL	\$147,920
NEW WORK	
TASK	PAYMENT DUE
Upon meeting the following conditions: <ul style="list-style-type: none"> - Artist develops a fabrication and installation schedule coordinated with the General Contractor; <u>and</u> - Artist submits a Public Art Piece fabrication and installation schedule that is acceptable to the County. 	Payment No. 1 \$70,000
Upon meeting the following conditions: <ul style="list-style-type: none"> - Artist completes 50% fabrication of the Public Art Piece and sends digital photography to the County demonstrating that fabrication is 50% completed; <u>and</u> - Artist sends template for foundation details to the General Contractor. 	Payment No. 2 \$30,000
Upon meeting the following condition: <ul style="list-style-type: none"> - Project Officer issues a written Acceptance of the fabrication to the Contractor. 	Payment No. 3 \$30,000
Upon meeting the following conditions: <ul style="list-style-type: none"> - Artist installs the Artwork on the Site; <u>and</u> - Project Officer conducts a site visit to verify complete and acceptable installation; <u>and</u> - County issues a written Final Notice of Acceptance of the installation; <u>and</u> - Artist submits final Artwork documentation to the County; <u>and</u> - All remaining Contract requirements are completed, including submission of a maintenance manual and transfer of ownership of the Artwork to the County. 	Payment No. 4 \$10,000
SUBTOTAL	\$140,000

TOTAL PAYMENT	\$287,920
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ADDITIONAL AND OPTIONAL SERVICES	PAYMENT DUE
<p>After Final Acceptance of the Public Art Piece, the Artist shall attend, virtually or in person, any inauguration or presentation ceremonies relating to the dedication of the Public Art Piece, as required by the County.</p> <p>The County will notify the Artist at least twenty-one (21) calendar days in advance of any event at which the Artist is required to appear. The County will reimburse the Artist for the costs of travel, if any, in accordance with Exhibit B and F of this Agreement.</p> <p>For any inauguration or presentation ceremonies requiring in person attendance, the Contractor shall submit any projected travel cost to the County prior to travel finalization. The County will review the travel request and if approved, the additional travel cost will be approved via an unilateral contractual amendment and a revised Purchase Order.</p>	TBD

EXHIBIT F

ARLINGTON COUNTY TRAVEL – RELATED EXPENSES POLICY

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room.

The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g. laundry, valet, haircuts)
5. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance and insurance costs for personal vehicles