

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

NOTICE OF CONTRACT RENEWAL

TO: The Lipski Group  
138 East 36<sup>th</sup> Street, Apt 10-C  
New York, NY 10016

DATE ISSUED: May 8, 2017

CONTRACT NO: 590-13

CONTRACT TITLE: Public Art

**THIS IS A NOTICE OF CONTRACT RENEWAL AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

This is your notice that the above referenced contract has been renewed. The "subsequent contract term" covered by this Notice of Renewal is effective Immediately, and expires December 31, 2017.

The contract documents consist of the terms and conditions of Arlington County Agreement No. 590-13, dated February 25, 2015, including any exhibits, attachments or amendments thereto.

**CONTRACT PRICING:**

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 590-13
2. PRICE ADJUSTMENT BASED ON THE SEPTEMBER, 2016 CPI-U (1.5%)

**ATTACHMENT/S:**

1. ARLINGTON COUNTY AGREEMENT NO. 590-13, DATED 02/25/2015
2. ARLINGTON COUNTY AGREEMENT NO. 590-13, REVISED EXHIBIT B ("PAYMENT, SCHEDULE, MILESTONES")

**EMPLOYEES NOT TO BENEFIT:**

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

**VENDOR CONTACT:** Donald Lipski

**TELEPHONE NO:** (215) 301-4800

**EMAIL ADDRESS:** donaldlipski@gmail.com

**COUNTY CONTACT:** Deirdre Ehlen

**TELEPHONE NO:** (703) 228-3331

**EMAIL ADDRESS:** dehlen@arlingtonva.us

**CONTRACT AUTHORIZATION**

**DISTRIBUTION:**

*for*   
MICHAEL BEVIS  
PURCHASING AGENT

DATE 5/8/2017

VENDOR: 1  
BID FOLDER 2

**ORIGINAL**

C.E.

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 590-13**

**REVISED EXHIBIT B  
PAYMENT, SCHEDULE, MILESTONES**

**PAYMENT INSTALLMENTS**

The County agrees to pay the Artist in seven (7) installments 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 Contract Amount shall remain firm for calendar year 2015. The Contract Amount shall be negotiated by the County and the Contractor for each subsequent year. Increases in the contract amount for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in SEPTEMBER of each year of the Contract, and in no event shall exceed five percent (5%).

If the Contractor and the County do not agree on a Subsequent Contract Amount using the procedure set forth above by the thirtieth (30<sup>th</sup>) calendar day prior to the end of 2015 or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

ACTIVITY	PAYMENT
<p><b>Execution of Contract:</b></p> <p>The County will approve the invoice and authorize the payment when the Artist submits an invoice along with a Final Design Schedule outlining the dates for completion and reviews of the Design Development Proposal, Construction Documents, and Engineered Drawings. Design Development Proposal, Construction Documents, and Engineered Drawings shall be completed by the Artist and approved by the County by April 30, 2015, unless otherwise agreed upon by both parties. Payment may take up to 30 days from execution of Contract and will be processed immediately upon approval of a Purchase Order.</p>	<p style="text-align: center;"><b><u>Payment 1</u></b></p> <p style="text-align: center;"><b>\$20,000.00*</b></p>
<p><b>Presentation of Design Development Proposal:</b></p> <p>The County will review the Design Development Proposal and deliverables and provide written comments to Artist.</p>	<p style="text-align: center;"><b>No Payment</b></p>

<p><b>Submission of Revised Design Development Proposal:</b></p> <p>If requested by the County, the Artist will submit a revised design development proposal based on the written comments provided to the Artist by the Project Officer. County will review and if accepted will give Artist notice to proceed to Construction Documents. County will approve the invoice and authorize the payment upon acceptance of Design Development Proposal.</p>	<p style="text-align: center;"><u><b>Payment 2</b></u></p> <p style="text-align: center;"><b>\$10,150.00*</b></p>
<p><b>Construction Documents:</b></p> <p>The Artist shall submit a set of detailed Construction Documents to the County. The County will review and provide written comments to Artist.</p>	<p style="text-align: center;"><b>No Payment</b></p>
<p><b>Revised Construction Documents:</b></p> <p>If requested by the County, the Artist will submit revised Construction Documents based on the written comments provided to the Artist by the Project Officer. The County will approve the invoice and authorize the payment upon acceptance of Construction Documents and delivery of Engineered Drawings of Artwork signed and sealed by a Virginia-licensed engineer.</p>	<p style="text-align: center;"><u><b>Payment 3</b></u></p> <p style="text-align: center;"><b>\$40,600.00*</b></p>
<p><b>Construction Oversight and Coordination:</b></p> <p>The Artist will review and approve any work done by the County or its contractors to prepare the Site for the Artwork and will coordinate with the County and its contractors to develop a Construction, Fabrication and Installation Schedule. The Construction, Fabrication and Installation Schedule will be subject to the approval of the County Project Officer and shall be consistent with the activities set forth in this Exhibit B.</p>	<p style="text-align: center;"><b>No Payment</b></p>
<p><b>Notice to Proceed to Fabrication:</b></p> <p>The County will issue a Notice to Proceed to Fabrication based on the Artist's stated required time for fabrication and the Project's construction schedule. The County will approve the invoice and authorize the payment upon issuance of the Notice to Proceed to Fabrication and receipt of an invoice.</p>	<p style="text-align: center;"><u><b>Payment 4</b></u></p> <p style="text-align: center;"><b>\$55,825.00*</b></p>
<p><b>Fabrication:</b></p> <p>The County will approve the invoice and authorize payment upon inspection and acceptance of completion of fabrication of the Artwork, as documented by photos taken of the Artwork and submitted by the Artist to the County Project Officer, along with an invoice. The County will approve the invoice and authorize the payment upon acceptance of the completion of fabrication.</p>	<p style="text-align: center;"><u><b>Payment 5</b></u></p> <p style="text-align: center;"><b>\$50,750.00*</b></p>

<p><b>Installation:</b></p> <p>The County will conduct a site visit to verify that the installation of the Artwork is completed and acceptable. The County will approve the invoice and authorize the payment upon acceptance of installation.</p>	<p style="text-align: center;"><b><u>Payment 6</u></b> \$50,750.00*</p>
<p><b>Final Payment:</b></p> <p>The County will approve the invoice and authorize payment when the entirety of the Work is complete, Artist submits an invoice along with the final Artwork documentation, as-builts, an inspection and maintenance manual, and transfer of ownership of the Artwork to the County.</p>	<p style="text-align: center;"><b><u>Payment 7</u></b> \$5,075.00*</p>

**REVISED TOTAL PAYMENTS:**

**\$233,150.00\***