

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

CONTRACT EXTENSION COVERPAGE

TO: Rummel, Klepper & Kahl, LLP	ORIGINAL DATE ISSUED: November 21, 2016
12600 Fair Lakes Circle, Suite 300	CONTRACT NO: 16-251-9
Fairfax, Virginia 22033	CONTRACT TITLE: CM services for the Columbia Pike Multi-Modal Street Improvements and the Columbia Pike Transit Stations projects.
	AMENDMENT NO: 8

THIS IS A NOTICE OF CONTRACT EXTENSION 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 extended. The "Contract Term" covered by this Notice of Contract Extension is effective **November 22, 2021** and expires **March 21, 2022**, subject to any modifications as provided for in the Contract Documents.

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 16-251-9 including any exhibits, attachments or amendments thereto.

EFFECTIVE DATE: November 22, 2021

EXPIRES: March 21, 2022

COMMODITY CODE(S): 95826

LIVING WAGE: N

CONTRACT PRICING:

1. **REFER TO ARLINGTON COUNTY AGREEMENT NO. 16-251-9**

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MIRIAM KRONISH

VENDOR TEL. NO.:

(703) 246-0028

EMAIL ADDRESS: mkronisch@rkk.com

COUNTY CONTACT: ED SANDERS (DES – ENGINEERING)

COUNTY TEL. NO.:

(703) 228-3756

COUNTY CONTACT EMAIL: ESANDERS@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: September 16, 2021

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 16-251-9
AMENDMENT NUMBER 8**

This Amendment Number 8 is made on the date of execution by the County and amends Agreement Number 16-251-9 ("Main Agreement") dated November 21, 2016 between Rummel, Klepper & Kahl, LLP ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend Agreement as follows:

1. ALL PRIOR MODIFICATIONS SHALL HEREBY BE REFERRED TO AS AMENDMENTS.
2. PURSUANT TO **PROVISION 5: OPTION TO EXTEND SERVICE**, THIS AGREEMENT IS HEREBY EXTENDED FROM NOVEMBER 22, 2021 TO MARCH 21, 2022.
3. **PROVISION 35: AUDIT** IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

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.

4. **PROVISION 49: NOTICES** IS AMENDED TO REMOVE PROJECT OFFICER AND PROCUREMENT OFFICE AND REPLACE WITH THE FOLLOWING:
TO THE COUNTY:
Edward Sanders, CCM
Construction Management Team Supervisor

DES, Engineering Bureau
2100 Clarendon Blvd., Suite 813
Arlington, VA 22201
Tel 703 228-3756
Email: esanders@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

5. PROVISION 54: **SEXUAL HARASSMENT POLICY** IS HEREBY ADDED:

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.

6. PROVISION 55: **COVID-19 VACCINATION POLICY FOR CONTRACTORS** IS HEREBY ADDED:

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 within five working days of the end of each quarter (see Exhibit 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.

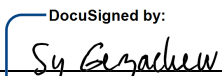
For questions, contractors may email contractorvaccineinfo@arlingtonva.us.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

COUNTY, VIRGINIA

AUTHORIZED:  27FC198F4A6D475...

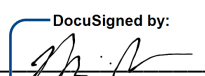
SIGNATURE: _____

NAME: SY GEZACHEV

TITLE: PROCUREMENT OFFICER

DATE: 9/16/2021

Rummel, Klepper & Kahl, LLP

AUTHORIZED:  4443391EA25B4F4...

SIGNATURE: _____

NAME: 9/15/2021

TITLE: Partner

DATE: 9/15/2021