

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 19-030-RFP
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on 12/15/2022 and amends Agreement Number 19-030-RFP dated November 4, 2020, (“Main Agreement”) between Havit Advertising, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Contract Term and Conditions called for under the Main Agreement as follows:

1. **Contract Renewal:** By mutual agreement of the parties and as allowed by Section 4 of the Contract this Contract is hereby renewed for its third one (1) year renewal term. Such renewal term will commence January 1, 2023, through December 31, 2023, with one 12-month renewal remaining.
2. **Contract Price Increase:** Pursuant to Section 6. Contract Price Adjustments, the contract amount/hourly rate is hereby changed from \$145.65 per hour to **\$148.56** per hour, a two percent (2%) increase of \$2.91.
3. **Contract Documents:** The following Contract Documents are hereby **removed**:

Exhibit E – COVID-19 Vaccination Policy for Contractors Certification

Exhibit F – Contractor COVID-19 Vaccination Quarterly Compliance Certification

4. **Force Majeure** is hereby changed to read:

26. 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.**

5. **Audit** is hereby changed to read:

31. AUDIT

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.

6. **COVID-19 Vaccination Policy for Contractors** is hereby changed to read:

51. 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.

7. **Exhibit B – Contract Pricing** is hereby revised with the updated hourly rate and attached herein.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

HAVIT ADVERTISING, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Scott Mikolajczyk
4F4388277E46493...

NAME: TOMEKA D. PRICE

NAME: Scott Mikolajczyk

TITLE: PROCUREMENT OFFICER

TITLE: CEO

DATE: 12/15/2022

DATE: 12/6/2022

EXHIBIT B
CONTRACT PRICING

Havit offers an hourly rate of \$148.56 per hour to AED for its third subsequent renewal for undefined upcoming Marketing Support work.