



**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 23-AED-EP-334  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 11/9/2023 and amends Agreement Number 23-AED-EP-334 ("Main Agreement") dated October 13, 2022, between Mythograph, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

1. **Contract provision 4.** is hereby deleted and replaced to add an additional year to the contract term due to updating the schedule and shall read as follows:
  4. The Contractor shall provide the goods or services covered by the Contract beginning on October 13, 2022. Unless terminated as provided below, the Agreement shall continue until December 31, 2024.
2. **Contract provision 10. COVID-19 Policy for Contractors** is hereby removed in its entirety.
3. **Contract provision 31.** is hereby revised to change the County's Project Officer as follows:

**TO THE COUNTY:**

Kylene King, Project Officer  
Arlington County, Virginia – AED Cultural Affairs  
3700 South Four Mile Run Drive  
Arlington, Virginia 22206  
Phone: (703) 228-0830  
Email: [kpking@arlingtonva.us](mailto:kpking@arlingtonva.us)

4. **Exhibit B, Payment Schedule** is hereby deleted and replaced with the attached Revised Exhibit B, Payment Schedule.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

MYTHOGRAPH INC.

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

AUTHORIZED DocuSigned by:  
SIGNATURE: Kipp Kobayashi  
C99742CD28684D7...  
NAME: Kipp Kobayashi

TITLE: Procurement officer

TITLE: President

DATE: 11/9/2023

DATE: 11/6/2023

**REVISED EXHIBIT B**  
**PAYMENT SCHEDULE**

The Contractor's total fee for the Artwork is \$200,000.00 and 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 employees; subcontractor costs; materials; communication and other indirect costs; and travel expenses of the Contractor for site visits, research, and any visits to the County, to meet with County staff and/or members of the public as required by the County pursuant to this Contract, as well as any and all costs, fees related to shipping, delivery, or installation of the Artwork.

MILESTONE/ACTIVITY	PAYMENT	ESTIMATED COMPLETION
<b>Execution of Contract</b>	\$20,000.00	October 2022
<b>- Presentation and Acceptance of Concept Design/s</b> Contractor presents Concept Design/s to the Art Advisory Panel	\$40,000.00	February 2024
<b>Engineered Drawings</b> - Contractor provides Stamped Engineered Drawings of the Artwork to be reviewed by the County	\$95,000.00	June 2024
<b>Fabrication</b> - Contractor completes fabrication of the Artwork and submits photographic documentation to the County	\$40,000.00	October 2024
<b>Installation</b> - Contractor installs the Artwork on site <b><u>and</u></b> -County issues a written Final Acceptance of the installation <b><u>and</u></b> -Delivery of executed Transfer of Title, final documentation and maintenance manual	\$5,000.00	December 2024
<b>TOTAL PAYMENTS</b>	<b>\$200,000.00</b>	

Lump sum payments will be made upon reaching the following milestones: