

ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 16-192-ITB-2  
Amendment Number 4

This Amendment Number 4 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 16-192-ITB-2 dated March 31, 2016, ("Main Agreement") (and) made between Fort Myer Construction Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the General Conditions called for under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. This is your notice that the above referenced contract has been renewed. The "subsequent contract term" covered by this Notice of Renewal is effective January 1, 2018, and expires on December 31, 2018.

This is the SECOND of a possible FOUR, 12-month renewal of the "subsequent contract term."

2. Special Conditions, Section K "Progress Work", third paragraph, Page 50:

**Deleted:**

The Contractor shall commence scheduled work by April 1, 2016 and complete work on all assignments by August 31, 2016.

**Added:**

The Contractor shall commence work no later than April 1, of each year and complete it no later than August 31, of the same year.

3. General Conditions, Section G "Measurement and Payment" Page 58:

**Added Point 12 "Measurement of Progress":**

Work completion and progress shall be measured in percentage of blocks assigned by the Project Officer and agreed by the Contractor during the pre-construction conference held each year prior to beginning of work.

**Added Point 13 "Progress Requirement":**

The Contractor shall be required to provide the County with a monthly report consisting of the percentage of blocks completed during the previous month. This report shall be submitted via e-mail no later than the 5<sup>th</sup> day of the month.

**Special Conditions, Section K "Progress Work", Page 18; Paragraph 3: Added the following sentence at the end of the paragraph:**

The contractor shall complete a minimum of 20% of total assigned blocks every calendar month starting April 1.

**Delete Paragraph 5 that currently states:**

~~Task Area #2 (Southern section of the County [5-1-5-8]) will have an estimated total number of one hundred twenty (120) blocks of streets. Contractor shall complete a minimum of twenty-four (24) blocks per month to fulfill the contract requirements. Shall the Contractor fail in meeting the minimum of twenty-four (24) County blocks a month, the County will send the Contractor a written notice of non-performance. Upon the second such notice Contractor, the County will have a right to re-assign to a third party any and all of the unfinished work scheduled for that term. Any difference in cost arising from this substitution shall be the responsibility of the Contractor.~~

**Replace Paragraph 5 with the following:**

During the pre-construction conference held each year, Project Officer will assign to the Contractor a total number of street blocks to be completed in Task Area #2 (Southern section of the County [S-1 – S-8. Contractor shall complete a cumulative minimum 20% of the blocks per month to fulfill the contract requirements. Shall the Contractor fail in completing cumulatively 10% of the blocks in any given month, the County shall have the right to request the Contractor engage additional crews. The County shall make its request via e-mail or fax and the Contractor shall respond within 5 days of the County's request, via e-mail or fax of its decision to comply with the County's request or not. Shall the Contractor fail in completing cumulatively 15% of the blocks in any given month, the County shall have the right to assign the same percentage of blocks that are in deficit of completion to any other contractor. The County shall notify the contractor via fax or e-mail of its decision, at least seven (7) calendar days prior to assigning the work to any other contractor. Any difference in cost arising from this substitution shall be the responsibility of the Contractor.

**Paragraph 7 The following (second) sentence is deleted:**

~~Any non-paved work will count towards completing the performance milestones.~~

4. Bid Form; Point 4 "Unit Prices", Section B "Streets and Parking Lots Edge Milling and Full Milling", Line Items 2 Page 68:

Clarification of line item: Added the words "High crown additional milling only"

#	DESCRIPTION	PRICE	UNIT
2	Full Milling in excess of 2" depth (Roadway, High crown additional milling only)		PER S.Y. INCH

All other terms and conditions of the Agreement, as amended, as unchanged and shall remain in full force and effect.

**WITNESS THESE SIGNATURES:**

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SIGNED  
BY: 

*FOR* PRINT NAME MICHAEL BEVIS  
AND TITLE: PURCHASING AGENT

DATE: 01/02/2018

FORT MYER CONSTRUCTION CORPORATION

SIGNED  
BY: 

PRINT NAME Lewis F. Shrensky  
AND TITLE: Executive Vice President

DATE: January 2, 2018