

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

NOTICE OF CONTRACT RENEWAL

TO: MTFA ARCHITECTURE 3200 LEE HIGHWAY ARLINGTON, VA 22207	DATE ISSUED: September 10, 2018
	CURRENT REFERENCE NO: 638-15-3
	CONTRACT TITLE: <u>DES – MULTIDISCIPLINARY A&E SERVICES</u>

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 "Contract Term" covered by this Notice of Contract Renewal is effective October 1, 2018, and expires September 30, 2019, 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. 638-15-3, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 638-15-3
2. SEE ATTACHED RENEWAL TERM PRICE(S)

ATTACHMENT/S:

1. AMENDMENT NO. 2 ARLINGTON COUNTY AGREEMENT NO. 638-15-3
2. PRICING EFFECTIVE October 1, 2018

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Dale Leidich

TELEPHONE NO: 571-699-3848

EMAIL ADDRESS: dalel@mtfa.net

COUNTY CONTACT: Cynthia Wilson

TELEPHONE NO: 703-228-4438

EMAIL ADDRESS: cwilson@arlingtonva.us

CONTRACT AUTHORIZATION


Sharon T Lewis
Purchasing Agent



ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 638-15-3

AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution by the County and amends Arlington County Agreement Number 638-15-3, dated October 5, 2016, ("Main Agreement as Amended") and made between MTFA Architecture, Inc., 3200 Lee Highway, Arlington, VA 22207 ("Contractor"), a Virginia Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, 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:

Contract term:

County and Contractor both agree to elect the second Subsequent Contract Term effective October 1, 2018 and expiring September 30, 2019.

Contract Pricing:

Unit prices are adjusted based on the Agreement clause #5 "Price Adjustments". Revised Attachment B "Contract Pricing", effective October 1, 2018 and expiring September 30, 2019, is attached to this Amendment.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE:

PRINT
NAME:

SHARON LEWIS

TITLE:

PURCHASING AGENT

DATE:

9-10-2018

MTFA ARCHITECTURE, INC.

AUTHORIZED
SIGNATURE:

PRINT
NAME:

DALE M. LEIDICH, RA, AIA

TITLE:

PRINCIPAL

DATE:

9/7/2018

Attachment B

CONTRACT PRICING

The services under this Contract will be paid for using fully loaded hourly rates for the positions listed below. Those rate shall include all cost and expenses of providing to the County the services described in this Contract.

No reimbursable expenses are permitted under this Contract, including, but not limited to, travel, parking, mileage, meals or office supplies. Only time spent by the Contractor's employees at the work site will qualify for payment

No overtime pay will be allowed under this Contract.

The County will pay (or reimburse the Contractor at Contractor's cost, as required) for all required permit and inspection fees

Architectural Services

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Principal	\$74.72	\$121.79	\$19.65	\$216.16
Project Manager	\$57.98	\$94.51	\$15.25	\$167.75
Senior Architect	\$54.68	\$89.13	\$14.38	\$158.20
Project Architect	\$46.63	\$76.00	\$12.26	\$134.90
Specification Writer	\$40.84	\$66.57	\$10.74	\$118.15
Architectural Designer	\$34.07	\$55.54	\$8.96	\$98.58
CAD/Draftsperson	\$27.11	\$44.18	\$7.13	\$78.42
Architectural Intern	\$20.97	\$34.18	\$5.51	\$60.66
Professional Admin Staff	\$26.29	\$42.85	\$6.91	\$76.05

MEP Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Mechanical Engineer	\$60.41	\$105.05	\$16.55	\$182.01
Senior Mechanical Designer	\$58.46	\$101.67	\$16.01	\$176.15
Mechanical Project Manager	\$58.91	\$102.43	\$16.13	\$177.47
Senior Construction Phase Services	\$59.52	\$103.50	\$16.30	\$179.33
Mechanical Engineer	\$48.78	\$84.83	\$13.36	\$146.97
Construction Phase Services	\$40.40	\$70.25	\$11.06	\$121.71
Mechanical Designer	\$35.09	\$61.02	\$9.61	\$105.72
CADD/Drafting	\$28.87	\$50.20	\$7.91	\$86.98
Clerical/Administrative	\$28.03	\$48.74	\$7.68	\$84.44

Electrical Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Electrical Engineer	\$60.41	\$105.06	\$16.55	\$182.02
Senior Electrical Designer	\$58.46	\$101.67	\$16.01	\$176.15
Electrical Project Manager	\$58.91	\$102.44	\$16.13	\$177.48
Senior Construction Phase Services	\$59.53	\$103.52	\$16.31	\$179.36
Electrical Engineer	\$48.78	\$84.83	\$13.36	\$146.97
Construction Phase Services	\$40.40	\$70.25	\$11.06	\$121.71
Electrical Designer	\$35.09	\$61.02	\$9.61	\$105.72
CADD/Drafting	\$28.87	\$50.20	\$7.91	\$86.98
Clerical/Administrative	\$28.03	\$48.74	\$7.68	\$84.45

Civil/Landscape Engineering and Surveying

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Project Manager	\$48.95	\$97.54	\$14.65	\$161.14
Project Engineer	\$37.53	\$74.77	\$11.23	\$123.53
Engineer	\$34.12	\$67.97	\$10.21	\$112.30

Security Engineer	\$45.27	\$90.19	\$13.55	\$149.00
Landscape Architect	\$36.64	\$72.99	\$10.96	\$120.59
Designer	\$33.55	\$66.85	\$10.04	\$110.44
CADD Operator	\$31.27	\$62.30	\$9.36	\$102.92
Clerical Support	\$21.76	\$43.35	\$6.51	\$71.61
Project Surveyor	\$35.66	\$71.06	\$10.67	\$117.39
Survey Computer	\$30.69	\$61.15	\$9.18	\$101.03
Survey Crew	\$59.99	\$119.53	\$17.95	\$197.47
Survey Crew GPS	\$68.83	\$137.13	\$20.60	\$226.55

Structural Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Structural Engineer/Project Manager	\$77.60	\$95.45	\$17.30	\$190.35
Associate Structural Engineer	\$54.19	\$66.66	\$12.08	\$132.93
Structural Engineer	\$33.32	\$40.98	\$7.43	\$81.72
Senior Structural Technician	\$32.03	\$39.39	\$7.14	\$78.56
Structural Technician	\$25.87	\$31.82	\$5.77	\$63.45

Geotechnical Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Geotechnical Engineer*	\$59.89	\$107.82	\$16.77	\$180.00
Project Geotechnical Engineer	\$39.67	\$71.42	\$11.11	\$122.20

Environmental Engineering

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Environmental Scientist/Geologist	\$58.26	\$104.89	\$16.32	\$179.47
Senior Environmental Project Scientist	\$46.55	\$83.80	\$13.03	\$143.38
Environmental Project Scientist	\$36.64	\$65.96	\$10.26	\$112.86
Senior Environmental Technician	\$21.63	\$38.95	\$6.06	\$66.64
Environmental Technician	\$18.30	\$32.95	\$5.13	\$56.38

Telecommunications/Security

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Project Manager	\$59.44	\$128.47	\$15.03	\$202.94
Senior Associate	\$54.29	\$117.35	\$13.73	\$185.38
Senior Consultant	\$50.40	\$108.93	\$12.75	\$172.08
Associate Principal	\$37.97	\$82.07	\$9.60	\$129.64
Consultant	\$26.29	\$56.81	\$6.65	\$89.75
Associate Consultant	\$22.62	\$48.89	\$5.72	\$77.22
CADD	\$27.10	\$58.56	\$6.85	\$92.51

Cost Estimating

Labor Categories	Base Rate	Overhead	Profit	Fully Loaded
Senior Estimator	\$61.49	\$81.90	\$14.34	\$157.73
Estimator	\$50.22	\$66.89	\$11.71	\$128.81

Signature

August 29, 2018
Date

Principal
Title

Dale Leidich, RA, AIA
MTFA Architecture



MTFAARC-01

AWHEELER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foundation Insurance Group 3190 Fairview Park Dr. Ste 104 Falls Church, VA 22042	CONTACT NAME: PHONE (A/C, No, Ext): (703) 527-8780 E-MAIL ADDRESS: info@figva.com FAX (A/C, No): (703) 532-8300														
INSURED MTFA Architecture, PLLC MTFA Architecture, Inc. 3200 Lee Highway Arlington, VA 22207	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hanover Insurance Group</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Group	22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Host Liquor Liability		X	OBRA517608	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBRA517608	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		X	OBRA517608	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WDRA517580	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Agreement # 638-15-3

The County, and its officers, elected and appointed officials, employees, and agents are additional insured on the General Liability. Umbrella follows form. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Arlington County, Virginia
 Attn: Wilson, Project Officer
 1400 N. Uhle St., Suite 403
 Arlington, VA 22207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES

	Limits	Page
1. Additional Insured by Contract, Agreement or Permit		1
2. Additional Insured - Broad Form Vendors		2
3. Alienated Premises		2
4. Bodily Injury Redefined		2
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators		2
6. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)		3
7. Personal and Advertising Injury - Broad Form		3
8. Product Recall Expense	\$25,000 Occurrence \$50,000 Aggregate	3
9. Unintentional Failure to Disclose Hazards		5
10. Unintentional Failure to Notify		5

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

1. Additional Insured by Contract, Agreement or Permit

Under SECTION II - LIABILITY, C. Who Is An Insured, Paragraph 4, is added as follows:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any person or organization included as an insured under Item 1.a.2. of this endorsement;
- (4) To any lessor of equipment
 - (a) After the equipment lease expires, or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;

(5) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

d. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 5. is added as follows:

5. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

a. "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection,

demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the product;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in paragraphs 5.d. or 5.f.; or

(2) Such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Alienated Premises

Under SECTION II - LIABILITY, B. Exclusions, paragraph 1.k.(2) is replaced in its entirety with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Bodily Injury Redefined

Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, definition 4. is replaced in its entirety by the following:

4. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".
5. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. Under SECTION II - LIABILITY, B. Exclusions, paragraph 1.k., the following is added:
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, the following additional definition is added:
- "Customers goods" means property of your customer on your premises for the purpose of being:
- a. Worked on; or
- b. Used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
6. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
7. **Personal and Advertising Injury - Broad Form**
- Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, definition 15, "Personal and Advertising Injury", paragraph h. is added as follows:
- h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
- (1) Not done intentionally by or at the direction of:
- (a) The insured; or
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and
- (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
8. **Product Recall Expense**
- a. Under SECTION II - LIABILITY, B. Exclusions, Paragraph 1. o. is replaced in its entirety by the following:
- o. **Recall of Products, Work or Impaired Property**
- Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";
- If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "product recall expenses" resulting from:
- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under SECTION II - LIABILITY, C. Who Is An Insured, paragraph 4.c. is added as follows:
- c. "Bodily injury" or "property damage" do not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph e. is added as follows:
- e. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- d. Under SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, the following additional definitions are added:
- "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
- "Product recall expense(s)" means:
- a. Necessary and reasonable expenses for:
 - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- e. Under SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, the following is added:
5. The Limits of Insurance and rules stated below fix the most that we will pay under this Product Recall Expense Coverage.
- (1) The Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - (2) The Occurrence Limit shown on the Summary of Coverages is the most we will pay in connection with any one defect or deficiency.
 - (a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- (b) Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- (c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

6. A deductible of \$500 applies per each "Occurrence".

9. Unintentional Failure to Disclose Hazards

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, paragraph 6. is added as follows:

6. Representations

We will not disclaim coverage under this Coverage Form if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

10. Unintentional Failure to Notify

Under SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph f. is added as follows:

- f. Your rights afforded under this Coverage Form shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this Policy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: BB&T Insurance Services, Inc. 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond, VA 23227
CONTACT NAME:
PHONE (A/C, No, Ext): 804 359-0044 FAX (A/C, No): 8887513010
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A : Liberty Insurance Underwriters NAIC # 19917
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ATTN: Cynthia Wilson, Project Officer

Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Arlington County, Virginia, 1400 N. Uhle St., Suite 403, Arlington, VA 22207) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: K Blomberg)

DESCRIPTIONS (Continued from Page 1)

ATTN: John Jefferson, Purchasing Agent