

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 18-020
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 1 ("Main Agreement") dated December 28, 2017 between Fort Myer Construction Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

SECTION 1. CONTRACT DOCUMENTS

The following is added to the list of Contract Documents:

- Any and all Change Orders

SECTION 3. SCOPE OF WORK

The following is added to the original scope of work:

Additionally, the Contractor shall furnish all labor, material, and equipment for the construction of re-designed duct bank and implementation of revised MOT as per Engineer's Directive #16 issued on December 20, 2019 and shall deploy additional resources to accelerate the project schedule and meet Substantial Completion Date of November 2, 2020. Scope of work for the revised MOT includes and is not limited to installation and maintenance of channelizing devices, signs, variable message signs, temporary pavement markings, temporary ADA ramps, temporary bus stops, rectangular rapid flashing beacon and other MOT elements stipulated on the revised MOT drawings.

SECTION 4. CONTRACT TERM

The original contract term is deleted in its entirety and replaced with the following:

The Contractor shall achieve a Substantial Completion Date of November 2, 2020. Substantial Completion Date for the purpose of this contract shall be defined as the date on or before which the project is complete such that it can be safely and effectively used by the public without delays, disruptions, or other impediments; and all vehicular lanes, sidewalks, and bus stops for the final condition are fully open for use; and only clean up and Work of a minor nature, as agreed to by the County, remains to be finished.

The Contractor shall achieve Final Completion within 60 calendar days after receiving the notice from the County to remobilize per Paragraph 5 of the Change Order Memo CCO 11, which is incorporated in the Contract by reference.

SECTION 5. CONTRACT AMOUNT

The Contract Amount is changed to an amount not to exceed \$20, 319,367.62 as further described in the Change Order Memo.

SECTION 10. LIQUIDATED DAMAGES

The original contract language is deleted in its entirety and replaced with the following:

Time is of the essence under this Contract. The Work must be completed within the Contract Term. The County and the Contractor agree that damages for failure to achieve Substantial Completion of the Work by the date specified under the Contract Term are not susceptible to exact determination but that \$5,000 per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$5,000 per day for each and every day beyond the time for Substantial Completion that the County determines Substantial Completion has not achieved. The County and the Contractor also agree that damages for failure to achieve Final Completion of the Work by the date specified under the Contract Term are not susceptible to exact determination but that \$5,000 per calendar day is in proportion to the actual loss the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$5,000 per day for each and every day beyond the time for Final Completion until Final Completion is achieved.

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

SECTION 52. INSURANCE, PAYMENT AND PERFORMANCE BONDS

The original contract language is deleted in its entirety and replaced with the following:

The Contractor shall submit a new performance and payment bond in the amount of 100% of the amount of the new total contract amount set forth in Section 5. The performance and payment bond shall be renewable annually for the duration of the Contract.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED: _____
SIGNATURE: Sharon Lewis
NAME: Sharon Lewis

FORT MYER CONSTRUCTION CORPORATION

AUTHORIZED: _____
SIGNATURE: Jose Rodriguez
NAME: Jose Rodriguez

TITLE: Purchasing Div Chief

DATE: 12/31/2019

TITLE: President

DATE: December 24, 2019