

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 21-POL-ITB-399
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 21-POL-ITB-399 ("Main Agreement") dated February 18, 2021 between Redman Fleet Services, 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. Provision #2, **AUTHORIZED USERS** in Exhibit A – Scope of Work is hereby amended as follows: Authorized users are defined as an employee or agent of the Arlington County Fire Department, Arlington County Department of Environmental Services, Arlington Public Schools, and Arlington County Treasurer's Office.
2. Section #4, **CONTRACT TERM**, is hereby deleted and replaced with the following: Time is of the essence. The Work will commence on February 1, 2021 and must be completed no later than January 31, 2026 ("Contract Term"), subject to any modifications provided in the Contract Documents.
3. Section #6, **PAYMENT TERMS**, is hereby deleted and replaced with the following: The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

4. Section #33, **AUDIT** is hereby deleted and replaced with the following: 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.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

REDMAN FLEET SERVICES, INC.

AUTHORIZED: _____
DocuSigned by:
SIGNATURE: Sy Gezachew
27FC198F4A6D475...
NAME: SY GEZACHEW
TITLE: PROCUREMENT OFFICER
DATE: 5/4/2021

AUTHORIZED: _____
DocuSigned by:
SIGNATURE: Jon Redman
E5A35207EDDD48D...
NAME: Jon Redman
TITLE: President
DATE: 5/3/2021