

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT RENEWAL

Finley Asphalt and Sealing	DATE ISSUED:	December 13, 2018
P.O. Box 1710	CURRENT REFERENCE NO:	16-192-ITB-1
Manassas, VA 20108	CONTRACT TITLE:	Asphalt milling and Paving (North Arlington)

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 16-192-ITB-1 including any attachments or amendments thereto.

EFFECTIVE DATE: January 1, 2019

EXPIRES: December 31, 2019

RENEWALS: (1) ONE (1) YEAR RENEWAL OPTIONS FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

COMMODITY CODE(S): 21055, 91394, 91395, 91396, 96154

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 16-192-ITB-1

AMENDMENT NO. 7

CONTRACT PRICING LIST

CERTIFICATE OF INSURANCE

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Erick Finley

VENDOR TEL. NO.: (703) 368-2289

EMAIL ADDRESS: erick@finleyasphalt.com

COUNTY CONTACT: Carla Alayon (DES, WSS)

COUNTY TEL. NO.: (703) 228-7730

COUNTY CONTACT EMAIL: calayon@arlingtonva.us

ARLINGTON COUNTY, VIRGINIA

AGREEMENT NO. 16-192-ITB-1
AMENDMENT NUMBER 7

This Amendment Number 7 is made on the date of execution by the County and amends Agreement Number 16-192-ITB-1 dated September 15, 2016, ("Main Agreement") between Finley Asphalt and Sealing, PO Box 1710 Manassas, VA 20108 ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the Contract Term called for under the Main Agreement as follows:

The Contract Term is hereby renewed for the period beginning January 1, 2019, and expires December 31, 2019

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

FINLEY ASPHALT AND SEALING

AUTHORIZED SIGNATURE: Sharon Lewis

AUTHORIZED SIGNATURE: 

NAME: Sharon T. Lewis
TITLE: Purchasing Division Chief

NAME AND TITLE: J. ERICK FINLEY

DATE: 12/13/2018

DATE: 12/4/18



P. O. Box 1710 Manassas, VA 20108
Toll Free: 800-889-2309

September 7, 2018

Mr. John Jefferson
Arlington County, Virginia
Office of the Purchasing Agent
2100 Clarendon Blvd, #511
Arlington, Virginia 22201

RE: Asphalt-in-Place Contract No. #16-192-ITB-1

Mr. John Jefferson,

Thank you for the opportunity to renew the asphalt milling and paving contract.

As you know we originally bid the project back in early 2016 and have not requested any price increases. We respectfully request that Arlington County consider a 2.2% price increase in accordance with the CPI-U.

Attached is the list of unit prices that shows the proposed 2.2% increase.

Your consideration is much appreciated and we look forward to our continued partnership with Arlington County.

Respectfully,

A handwritten signature in blue ink that reads "Ron Lane". The signature is written in a cursive, flowing style.

Ronald E. Lane
Senior Project Manager/Vice President

FOR PROVIDING PAVING AND MILLING SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

1. MINIMUM BIDDER QUALIFICATIONS

By signing the Bid Form, Bidder certifies to meeting the following minimum qualifications:

- Bidder have a minimum of five (5) years of experience with providing paving and milling services.
- Bidder have successfully completed a minimum of one contract with a value of at least \$1,000,000 within the last five (5) years.

Bidders shall submit supporting documentation to show that minimum qualifications are met, including names and contact information of references who can validate the documentation.

2. BIDDERS SHALL SUBMIT WITH THE BID THE CURRENT VDOT APPROVED JOB MIX FORMULA LIST.

3. LIQUIDATED DAMAGES: \$250.00 PER DAY

4. UNIT PRICES

A. **STREETS AND PARKING LOTS ASPHALT IN PLACE (NEW ASPHALT WILL BE USED ONLY FOR SPECIAL PROJECTS.)**

#	ASPHALT TYPE	LOCATIONS	UNIT COST PER TON IN PLACE	
			RECLAIMED	NEW
1	SM-9.5A	STREETS	\$ 95.00 \$97.09	\$ 105.00 \$107.31
2	SM-9.5A	Parking lots	\$ 95.00 \$97.09	\$ 105.00 \$107.31
4	SM-12.5D	STREETS	\$ 95.00 \$97.09	\$ 105.00 \$107.31
5	IM-19.0A	STREETS	\$ 95.00 \$97.09	\$ 105.00 \$107.31
6	IM-19.0A	Parking lots	\$ 95.00 \$97.09	\$ 105.00 \$107.31
1	BM-25A	STREETS	\$ 95.00 \$97.09	\$ 105.00 \$107.31
2	BM-25A	Parking lots	\$ 95.00 \$97.09	\$ 105.00 \$107.31

BIDDER'S NAME: Finley Asphalt & Sealing, Inc.

B. STREETS AND PARKING LOTS EDGE MILLING AND FULL MILLING

#	DESCRIPTION	PRICE	UNIT
1	FULL MILLING, 1" to 3" DEPTH (ROADWAY)	\$ 2.70 \$2.76	PER S.Y.
2	FULL MILLING IN EXCESS OF 2" DEPTH (ROADWAY)	\$ 1.10 \$1.12	PER S.Y. PER INCH
3	EDGE MILLING, 0" to 3" DEPTH (EDGE MILLING IS DEFINED AS 6FT WIDE PASS ON BOTH SIDES OF THE CURB (ROADWAY))	\$ 2.00 \$2.04	PER L.F.
4	FULL MILLING IN EXCESS OF 3" DEPTH (ROADWAY RECLAMATION)	\$ 5.00 \$5.11	PER S.Y.

C. UTILITY ADJUSTMENTS

#	ADJUST EXISTING UTILITIES	METHOD 1	METHOD 2
1	WATER VALVE BOXES 6" & 8"	\$ 200.00 \$204.40	\$ 100.00 \$102.20
2	WATER VAULT 36"	\$ 500.00 \$511.00	\$ 250.00 \$255.50
3	SANITARY SEWER 24"	\$ 400.00 \$408.80	\$ 250.00 \$255.50
4	SANITARY SEWER 36"	\$ 500.00 \$511.00	\$ 250.00 \$255.50
5	STORM SEWER 24"	\$ 400.00 \$408.80	\$ 250.00 \$255.50
6	GRATE INLET 26" & 47"	\$ 500.00 \$511.00	\$ 250.00 \$255.50
7	VIRGINIA POWER/PEPCO 30"	\$ 500.00 \$511.00	\$ 250.00 \$255.50

BIDDER'S NAME: Finley Asphalt & Sealing, Inc.

D. BALL COURTS AND BIKE TRAILS ASPHALT IN-PLACE

#	ASPHALT TYPE	LOCATIONS	UNIT COST PER TON IN PLACE	
			RECLAIMED	NEW
1	SM-9.5A	BALL COURTS	\$ 105.00 \$107.31	\$ 115.00 \$117.53
2	SM-9.5A	4' & 6' TRAILS	\$ 105.00 \$107.31	\$ 115.00 \$117.53
3	SM-9.5A	8', 10' & 12' TRAILS	\$ 105.00 \$107.31	\$ 115.00 \$117.53
4	BM-25A	BALL COURTS	\$ 105.00 \$107.31	\$ 115.00 \$117.53
5	BM-25A	4' & 6' TRAILS	\$ 105.00 \$107.31	\$ 115.00 \$117.53
6	BM-25A	8', 10' & 12' TRAILS	\$ 105.00 \$107.31	\$ 115.00 \$117.53

E. BALL COURTS AND BIKE TRAILS EDGE CUTTING AND MILLING

#	DESCRIPTION	PRICE	UNIT
1	MILLING BALL COURTS, 1" to 3" DEPTH	\$ 3.70 \$3.78	PER S.Y.
2	MILLING BALL COURTS IN EXCESS OF 3" DEPTH	\$ 5.00 \$5.11	PER S.Y.

F. TEMPORARY MARKING-

1. PROVIDE/INSTALL 12" TEMPORARY MARKING TAPE: \$ 3.00 PER L.F.
\$3.07

BIDDER'S NAME: Finley Asphalt & Sealing, Inc.

Donald C. Lane
SR. PRO. MGR. / V.P.

CERTIFICATE OF LIABILITY INSURANCE

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 USI Insurance Services LLC-CL 3190 Fairview Park Drive Suite 400 Falls Church, VA 22042-4546 703 698-0788	CONTACT NAME: Richard Scroggs
	PHONE (A/C, No, Ext): 703 698-0788
INSURED Finley Asphalt & Sealing Inc. PO Box 1710 Manassas, VA 20108	FAX (A/C, No): 610 362-8377
	E-MAIL ADDRESS: usi.certrequest@usi.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Harleyville Worcester Ins Co	NAIC # 26182
INSURER B : Ace American Insurance Company	22667
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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	GL00000026765Z	02/15/2018	02/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA00000026764Z	02/15/2018	02/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X		CMB00000026762Z	02/15/2018	02/15/2019	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC00000026761Z	02/15/2018	02/15/2019	<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
B	Pollution Liab			CPYG46613764001	03/08/2018	02/15/2019	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract No. 16-192-ITB-1 for DES/WSS Asphalt Milling & Paving.
 The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, Officers, employees and Agents only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.
 The General Liability, Automobile Liability and Workers Compensation policies includes an endorsement (See Attached Descriptions)

CERTIFICATE HOLDER Arlington County, Virginia, Office of the Purchasing Agent 2100 Clarendon Boulevard Suite 500 Arlington, VA 22201	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 <i>John C. Middleton</i>
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DESCRIPTIONS (Continued from Page 1)

providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Umbrella Liability policy follows form.

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement 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;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT COAGS TO POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL FOR DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under this policy

SCHEDULE

Policy Period Effective date 02/15/2018 to		Expiration date 02/15/2019
Name of Person or Organization	Project I.D.	Mailing Address or E-mail Address
Oldcastle Precast Inc. - Chesapeake Region		5115 Massaponax Church Road, Fredericksburg VA 22407
Oldcastle Precast Inc.		1401 Trimble Road, Edgewood, MD 21040
Oldcastle Precast Inc. MS365		PO Box 9600, Auburn WA 98071-9600
The Makar Company LLC		PO Box 2818, Winchester VA 22604
Arlington County, Virginia	Contract #16-192-ITB-1	2100 Clarendon Blvd, Ste 500 Arlington, VA 22201
Information required to complete this Schedule, if not shown above, will be shown in the Declaration or additional Separate Schedule.		

The following Condition is added

We will cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, if we will provide advance written notice of such cancellation or nonrenewal to the person or organization listed in the Schedule above. Such notice will be provided to such person or organization no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the Schedule for such person or organization or sent by electronic mail to the e-mail address set forth in the Schedule for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. Mailed by first class mail, cross-checked mailing constitutes cross-check notice. Mailed by e-mail, cross-checking constitutes cross-check notice.

Our obligation to send notice to the person or organization listed in the Schedule above shall terminate the earlier of the end of the current policy period or if you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL FOR DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under this policy.

SCHEDULE

Policy Period Effective date 02/15/2018 to Termination date 02/15/2019		
Named Person or Organization	Project I.D.	Mailing Address or E-mail Address
Oldcastle Precast Inc. - Chesapeake Region		5115 Massaponax Church Road, Fredericksburg VA 22407
Oldcastle Precast Inc.		1401 Trimble Road, Edgewood, MD 21040
Oldcastle Precast Inc. MS365		PO Box 9600, Auburn WA 98071-9600
The Makar Company LLC		PO Box 2818, Winchester VA 22604
Arlington County, Virginia	Contract #16-192-ITB-1	2100 Clarendon Blvd, Ste 500 Arlington, VA 22201
Information required to complete this Schedule, if not shown above, will be shown in the Declaration or additional Separate Schedule.		

The following Condition is added:

We will cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, if we will provide advance written notice of such cancellation or nonrenewal to the person or organization listed in the Schedule above. Such notice will be provided to such person or organization no later than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the Schedule for such person or organization or sent by electronic mail to the e-mail address set forth in the Schedule for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. Mailing by first class mail, cross-index mailing constitute cross-index notice. Mailing by e-mail, cross-indexing constitute cross-index notice.

Our obligation to send notice to the person or organization listed in the Schedule above shall terminate the earlier of the end of the current policy period or if you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

THIS ENDORSEMENT CANNOT BE APPLIED TO ANY POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL FOR DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under this policy.

SCHEDULE

Policy period effective date 02/15/2018 to		Expiration date 02/15/2019
Name of Person or Organization	Project I.D.	Mailing Address or E-mail Address
Oldcastle Precast Inc. - Chesapeake Region		5115 Massaponax Church Road, Fredericksburg VA 22407
Oldcastle Precast Inc.		1401 Trimble Road, Edgewood, MD 21040
Oldcastle Precast Inc. MS365		PO Box 9600, Auburn WA 98071-9600
The Makar Company LLC		PO Box 2818, Winchester VA 22604
Arlington County, Virginia	Contract #16-192-ITB-1	2100 Clarendon Blvd, Ste 500 Arlington, VA 22201
Information required to complete this Schedule, if not shown above, will be shown in the Declaration or additional Separate Schedule.		

The following Condition is added:

We will cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Insured, if we will provide advance written notice of such cancellation or nonrenewal to the person or organization listed in the Schedule above. Such notice will be provided to such person or organization no later than the number of days in advance of the effective date of cancellation that we are required to provide to the Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the Schedule for such person or organization or sent by electronic mail to the e-mail address set forth in the Schedule for such person or organization. Such notice shall identify the policy, including the identity of the Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. Mailed by first class mail, proof of mailing constitutes proof of notice. Mailed by e-mail, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the Schedule above shall terminate the earlier of the end of the current policy period or if you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

THIS ENDORSEMENT COAGS TO POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL FOR DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under this policy

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Oldcastle Precast Inc. MS365		PO Box 9600, Auburn WA 98071-9600
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Arlington County, Virginia	Contract #16-192-ITB-1	2100 Clarendon Blvd., Ste 500 Arlington, VA 22201
Information required to complete this Schedule, if not shown above, will be shown in the Declaration or additional Separate Schedule.		

The following Condition is added

We will cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, if we provide advance written notice of such cancellation or nonrenewal to the Person or organization listed in the Schedule above. Such notice will be provided to such Person or organization no less than ten (10) days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the Schedule for such Person or organization or sent by electronic mail to the e-mail address set forth in the Schedule for such Person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. First class mail, recorded mailing constitutes constructive notice. E-mail, recorded e-mail constitutes constructive notice.

Our obligation to send notice to the Person or organization listed in the Schedule above shall terminate the earlier of the end of the current policy period or when you no longer have a legal or contractual obligation to such Person or organization to maintain insurance coverage under a policy which requires that such Person or organization be notified in the event of cancellation or nonrenewal.