

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 22-FIR-SS-477
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 12/14/2022 by the County and amends Agreement Number 22-FIR-SS-477 ("Main Agreement") dated November 4, 2021 between Sybatech Inc. DBA Codepal ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

1. Clause 6 – Payment is hereby deleted in its entirety and replaced with the following:

PAYMENT

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 forty-five (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. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

2. Clause 28 – Force Majeure is hereby deleted in its entirety and replaced with the following:

FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

3. Clause 50 – Insurance Requirements is hereby deleted in its entirety and replaced with the following:

INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

a. Workers Compensation - Virginia statutory workers' compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations, including personal injury, completed operations, contractual liability, independent contractors, and product liability. The general aggregate limit

must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

c. Cyber Liability - \$2,000,000 per occurrence/claim.

d. Additional Insured – The County and its officers, elected and appointed officials, employees, and agents must be listed as additional insureds on all policies except workers' compensation and automotive and professional liability; the additional insured endorsement must be typed on the certificate.

e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement until the applicable statute of limitations for any claims has expired.

g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

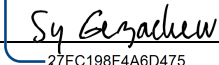
All other terms and conditions of the Main Agreement remain in effect.

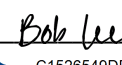
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

SYBATECH INC. DBA CODEPAL

COUNTY, VIRGINIA

AUTHORIZED: DocuSigned by:
SIGNATURE: 
27FC198F4A6D475...
NAME: Sy Gezachew
TITLE: PROCUREMENT OFFICER
DATE: 12/14/2022

AUTHORIZED: DocuSigned by:
SIGNATURE: 
C1526549DDE0459...
NAME: Bob Lee
TITLE: President
DATE: 12/14/2022