TO:  FIRST TRANSIT, INC
600 VINE STREET, SUITE 1400
CINCINNATI, OH 45202

DATE ISSUED:  APRIL 30, 2012

CURRENT REFERENCE NO:  142-11LW

CONTRACT TITLE:  TRANSIT PROJECTS MANAGEMENT

PRIOR REFERENCE NO:  216-10LW

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MAY 1, 2012 and expires on APRIL 30, 2016.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 11-08LW and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
Refer to Agreement No 11-08LW and Amendment No. 5 (Attached)
Price adjustment for ensuing contract years is based on US DOL Employment Cost Index Table No. 5

EMPLOYEES NOT TO BENEFIT:
No county employee shall receive any share or benefit of this contract not available to the general public.

VENDOR CONTACT:  RICK DUNNING
VENDOR PAYMENT TERMS: Net 30 Days
VENDOR TEL. NO.:  513-684-8734
VENDOR FAX. NO.:  513-684-8852

COUNTY CONTACT:  STEPHEN DEL GUIDICE
COUNTY TEL. NO.:  703-228-0090

CONTRACT AUTHORIZATION

ELIZABETH DOOLEY, CPPQ, CPPB  DATE  5/10/12
Assistant Purchasing Agent

DISTRIBUTION
VENDOR:  1
BID FOLDER:  1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 11-08LW

AMENDMENT NUMBER 5

CURRENT REFERENCE NUMBER 142-11LW

This Amendment Number 5 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 11-08 dated May 12, 2008 as amended by Amendments No. 1 through 4 ("Main Agreement") and made between First Transit, Inc., 600 Vine Street, Suite 1400, Cincinnati, OH, 45202 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the premises and other good and valuable consideration specified in this Agreement, amend the Main Agreement as follows:

DELETE PARAGRAPHS CONTRACT TERM IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

CONTRACT TERM
Work under this Agreement shall commence upon execution of this Agreement and shall continue until April 30, 2016 ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

TERMINATION FOR DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Contract Term, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least thirty (30) days written notice before the termination takes effect. Such thirty (30) day period will begin upon the receipt of notice by the Contractor. If the Contractor fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be
either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

EXHIBIT B SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE ATTACHED AMENDED EXHIBIT B.

TERMS AND CONDITIONS
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

FIRST TRANSIT, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Richard D. Warren, JR. Purchasing Agent

DATE: 5/10/12

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Rick Dunning, Senior Vice President

DATE: 4/30/12
AGREEMENT NO. 11-08  
CURRENT REFERENCE NUMBER 142-11LW  

AMENDED EXHIBIT B  
RATES & FEES  

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<tr>
<th>METROBUS/METRO RAIL COORD</th>
<th>BUS STOP/ SHELTER MANAGER</th>
<th>ADV PUBLIC TRANSIT TECH SYS MANAGER</th>
<th>SR TRANSIT CAPITAL PROJECT MANAGER</th>
<th>TRANSIT CAPITAL PROJECT MANAGER</th>
<th>TRANSPORTATION GRANTS ADMIN</th>
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<tr>
<td>FULLY BURDENED HOURLY RATES</td>
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<td>OTHER EXPENSES</td>
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<td>N/A</td>
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