NOTICE OF CONTRACT AMENDMENT

TO: OMNI ENGINEERING, Inc.
2820 COLLEGE VIEW DRIVE
CHURCHVILLE, MD 21028

DATE ISSUED:
JANUARY 15, 2014

CURRENT REFERENCE NO:
281-11

CONTRACT TITLE:
DES - PCS MAINTENANCE REPAIR AT WPCB

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

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

REFER TO THE ATTACHED AMENDMENT NO. 2.

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: ALAN ROGERS
VENDOR TEL. NO.: 443-910-3624

VENDOR PAYMENT TERMS: NET 30 DAYS

EMAIL ADDRESS: alanomni@comcast.net

COUNTY CONTACT: DAVID WALMSLEY
COUNTY TEL. NO.: 703-228-6821

CONTRACT AUTHORIZATION

[Signature of Procurement Officer] 1/3/14

DISTRIBUTION

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 281-11

AMENDMENT NUMBER 2

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 281-11 dated July 13, 2011 as amended by Amendment Number 1 dated August 22, 2011 ("Main Agreement as Amended") and made between Omni Engineering, Inc., 2820 College View Drive, Churchville, Maryland 21028 ("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, and the Contract Term, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

In addition to the Work and payment called for under the Main Agreement, the Contractor agrees to perform the Work called for under this Amendment in return for the payment called for in this Amendment.

1. The amended Scope of Work for the additional services covered by this Amendment No. 2 is attached hereto as AMENDMENT TO EXHIBIT A (SCOPE OF SERVICES).

2. The amended Contract Rates covered by this Amendment No. 2 is attached hereto as AMENDMENT TO EXHIBIT B (CONTRACT RATES).

3. The Contract Term shall be extended through June 30, 2015.

PAYMENT
The County will pay the Contractor an annual amount of up to $606,250.00 in total for the Contractor's completion of the work described in the Main Agreement and in this Amendment, payable to the Contractor in the same manner as set forth in the Main Agreement.

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.
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNER: [Signature]

BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 1/15/14

OMNI ENGINEERING, INC.

SIGNER: [Signature]

BY: [Signature]

PRINT NAME: ALAN J. ROGERS
AND TITLE: PRESIDENT
DATE: JAN. 14, 2014

2
Agreement No. 281-11
Amendment No. 2
AGREEMENT NO. 281-11

AMENDMENT TO EXHIBIT A (SCOPE OF SERVICES)

The amendments to Exhibit A of the Main Agreement (Scope of Services) issued under Amendment 1 shall be replaced in their entirety with the following services, while maintaining the services originally called for in Exhibit A of the Main Agreement:

1. Maintain and implement a prioritized list of critical process automation improvements

2. Develop Supervisory Control Set-point Graphics (i.e. for Chemical Feed and other critical setpoints)

3. Develop Power Monitoring Graphics representing MCC Elevations

4. Integrate Fire Alarm System Monitoring with PCS

5. Improve Logic and Graphics associated with Secondary Pilot System (SAT 6, SC-9) to centralize control of Pilot Testing used to improve plant secondary processes.

6. Improve Organization/Efficiency of PCS/Win911 Alarms for Main Plant and Lift Stations

7. Develop and implement Operator Training/Guidance on how to diagnose PCS issues related to loss of power or communications, PCS hardware failures, etc.

8. Enhance Historian / Event Logging Features to improve Operator Interfacing

9. Review and Optimize Utilization of Instrumentation throughout plant

10. Perform conceptual evaluation for running one Process Air Blower

11. Identify improvements/modifications which can result in energy savings

12. Provide a means for the PCS to monitor the amount of chemicals delivered to the plant and used at the plant in order to optimize chemical usage

13. Develop one graphic to show all critical components of the Primary/ASE1Internal Bypass System

14. Assist the County to improve PCS documentation storage/management
15. Identify and Develop Concepts to Optimize plant processes as required.
16. Document PCS Enhancements
17. Provide Emergency Support as required
18. Provide assistance in development of Training Plans as required
19. Provide PCS-related Maintenance Support Activities
20. Provide Troubleshooting assistance as required
21. Support Hardware/Software upgrade efforts as required
22. Advise County Control System Engineer on PCS hardware/software product life cycles and assist with maintenance of overall PCS Master Plan.
AGREEMENT NO. 281-11

AMENDMENT TO EXHIBIT B (CONTRACT RATES)

Exhibit B of the Main Agreement (Contract Rates) shall be replaced in its entirety with the following rates.

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