NOTICE OF
CONTRACT AMENDMENT

DATE ISSUED: April 14, 2015
CURRENT REFERENCE NO: 709-12
CONTRACT TITLE: Crystal City Potomac Yard Transitway
AMENDMENT NO: 1

THIS IS A NOTICE OF AWARD OF 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: please see attached amendment.

______________________________
Bradley Turner
Acting Purchasing Agent

4/14/2015 DATE
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 709-12
AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 709-12 dated March 6, 2014, ("Main Agreement") made between W.H. Schlosser Company, Inc., a Maryland Company authorized to do business in the Commonwealth of Virginia ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas, at the time of the execution of the Main Agreement, the County intended to acquire a set of windscreen glass panels from a separate supplier, which were to be installed by the Contractor per the original scope of work in the Main Agreement, and

Whereas, after the execution of the Main Agreement, the County elected not to acquire the windscreen glass panels from a separate supplier, and also determined that additional quantities of windscreen glass panels were needed for the project, and requested that the Contractor provide the County with a cost proposal to supply all of the required windscreen glass panels and to install the additional quantities of windscreen glass panels, which was accepted by the County, and

Whereas the County and the Contractor desire to amend the Main Agreement to add the requirements that the Contractor supply the windscreen glass panels, and install additional windscreen glass panels, to the scope of work under the Main Agreement, and to increase the amounts to be paid under the Main Agreement.

Therefore, 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:

Contract Documents

The following documents (Attached) are hereby incorporated into the Main Agreement:

Exhibit H: Drawings


Scope of Work

The Contractor shall supply windscreen glass panels in the quantities shown in the "WHS Supplied Material" section of Exhibit I, in conformance with the technical specifications and material and quality standards provided in Section 08500 of the Supplementary Specifications of the Main Agreement. The windscreen glass panel dimensions shall be as identified on Sheets A-1, A-11,
A, -12, A-13, and S-8 of the original contract documents, as amended in Exhibit H.

The Contractor shall be responsible for inspecting and installing the windscreen glass panels as per the requirements of Section 08600 of the Supplementary Specifications of the Main Agreement. In addition, the installation of an additional 1,100SF of windscreen glass panels at stations A, B, and C, as shown in Exhibit H, and at the cost identified for this installation work in Exhibit I, is added to the Contractor’s scope of work through this Amendment.

Warranty
The Contractor shall provide a warranty for the windscreen glass panels as per Section 08600 of the Supplementary Specifications.

Contract Term
The Contract Term shall remain as provided in the Main Agreement, as amended.

Contract Amount
The County will pay the Contractor up to the amount of $356,308.00 in total for the Contractor’s completion of the work described in this Amendment, per the Contractor’s proposal, attached as Exhibit I, which is incorporated into the Main Agreement as an Amendment to the original contract Exhibit D, entitled “The Modified Negotiated Pricing Sheet signed by the Contractor”. This work shall be subject to the terms and conditions of the Main Agreement, provided the work is performed to the satisfaction of and is accepted by the Project Officer. The not to exceed Contract Amount in the Main Agreement shall be increased to $5,743,439.26, which includes the above amount and other change orders approved to date. The Contractor agrees that it shall complete the work for the total amount specified in this section unless such amount is modified as provided in the Main Agreement. The amount includes all of Contractor’s costs and fees (profit).

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED
BY: [Signature]
PRINT NAME: RICHARD D. HARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 1/8/2015

W. H. Schlosser Company, Inc.

SIGNED
BY: [Signature]
PRINT NAME: Andrew Schlosser, President
AND TITLE: President
DATE: March 11, 2015