



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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> ARDENT COMPANY, LLC PO BOX 879 MCLEAN, VIRGINIA 22101	<b>DATE ISSUED:</b> MARCH 16, 2024
	<b>CONTRACT NO:</b> 24-DES-ITBPW-474
	<b>CONTRACT TITLE:</b> ROUTE 29 INTELLEGT TRANSPORTATION SYSTEMS IMPROVEMENT

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**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. 24-DES-ITBPW-474, including any attachments or amendments thereto.

**EFFECTIVE DATE:** APRIL 4, 2024

**EXPIRES:** 270 CALENDAR DAYS FROM THE NOTICE TO PROCEED, ANTICIPATED FEBRUARY 28, 2025

**RENEWALS:** THERE ARE NO RENEWALS

**COMMODITY CODE(S):** 91327, 96882, 91347, 91350, 91319

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 24-DES-ITBPW-474

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** ARDENT HOOSHANGI

**VENDOR TEL. NO.:** (703) 228-3250

**EMAIL ADDRESS:** [ARASH@ARDENTCOMPANY.COM](mailto:ARASH@ARDENTCOMPANY.COM)

**COUNTY CONTACT:** JOSH NICHOLAS, DES, TE&O

**COUNTY TEL. NO.:** (703) 228-3661

**COUNTY CONTACT EMAIL:** [JNICHOLAS@ARLINGTONVA.US](mailto:JNICHOLAS@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Sy Gezachew** Title: Procurement Officer Date: 04/02/2024



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

**AGREEMENT NO. 24-DES-ITBPW-474**

THIS AGREEMENT is made, on 4/2/2024, between Ardent Company, LLC, 1307 Dolley Madison Blvd, Suite 200, Mc Lean, VA 22101 ("Contractor") a Virginia limited liability corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of:

- Agreement No. 24-DES-ITBPW-474, and all modifications properly incorporated into the Agreement
- Exhibit A – Arlington County Invitation to Bid No. 24-DES-ITB-474, including DES General Conditions, Special Conditions, and Supplementary Specifications, incorporated herein by reference
- Exhibit B – Specifications, Drawings and Construction Notes, incorporated herein by reference
- Exhibit C – Virginia Department Of Labor And Industry Wage Determination Decision
- Exhibit D – Price Bid of Contractor
- Exhibit E – Contractor Performance Evaluation Form

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor will furnish all labor, materials, and equipment for the construction of Route 29 Intelligent Transportation Systems Improvements (the "Project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer identified in the Notices paragraph, unless the Contractor is otherwise notified in writing.

**4. TIME FOR COMPLETION**

Work under this Agreement shall achieve Substantial Completion no later than two hundred twenty-five (225) consecutive calendar days after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This two hundred twenty-five (225) day period shall be the Period of Performance for Substantial Completion. No Work shall be deemed Substantially Complete until it meets the requirements of Substantial Completion set forth in the General Conditions. Final Completion of the Work shall be completed no later than forty-five (45) calendar days after the date of acceptance of Substantial Completion by the County Project Officer. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions.

Unless otherwise provided, no claims for early completion are allowed.

**5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit D, for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

**6. PROGRESS PAYMENTS AND RETAINAGE**

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion. When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

**7. PAYMENT TERMS**

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 45 days after approval of an invoice for completed work which is reasonable and allocable to the Contract. All payments will be made from the

County to the Contractor via ACH. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

**8. PAYMENT OF SUBCONTRACTORS**

The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County.

If the Contractor has not received payment from the County for work completed by a subcontractor under this Contract, the Contractor must pay the subcontractor within 60 days of receipt of an invoice from the subcontractor following satisfactory completion of the work. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's noncompliance with the terms of the Contract, in which case the Contractor must notify the subcontractor, in writing within 50 days of receipt of an invoice from the subcontractor for the work, of its intention to withhold payment, in full or in part, and the reason for doing so. The notice must specify the contractual noncompliance, the dollar amount being withheld and the lower-tier subcontractor responsible for the contractual noncompliance, if applicable.

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**9. PREVAILING WAGE CONTRACT REQUIREMENTS**

- A. Section 4-104 of the Arlington County Purchasing Resolution (regarding "Prevailing Wage") applies to this Contract. All employees of the Contractor and any subcontractors shall be paid

wages, salaries, benefits, and other remuneration at or above the craft or trade category prevailing wage rate indicated by Virginia Commissioner of Labor and Industry (DOLI) and as listed in the contract.

The Contractor and its subcontractors shall submit all certified payrolls and statements of compliance weekly through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity. The Contractor shall also be responsible for reviewing subcontractor payrolls and ensuring that contract requirements are met.

In addition to applying the prevailing wage rates to its own employees, the Contractor shall include the provisions of this Article 4-104 in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor agrees to assume the obligation that the wage requirements will be observed in fulfilling the requirements of the Contract. The appropriate enforcement sanctions will be invoked against the Contractor and any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Article 4-104.

All wage rates to be used are listed in this Contract in Exhibit C. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to Arlington County, can be used to ascertain the exact rates to be paid for this Contract.

All rates are determined by DOLI and any appeals of specific classification may be made through the Wage Determination Appeal form available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf>.

- B. Upon award of the Contract, the Contractor shall certify, under oath, to the Virginia Commissioner of Labor and Industry and to the County Prevailing Wage Compliance Manager, the pay scale for each craft and trade to be employed for, or to provide labor for, in the Work by the Contractor and any subcontractors. The Contractor's certification shall include all information required by the Code of Virginia § 2.2-4321.3G.
- C. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in confirmation with the Wage Determination.
- D. The Contractor shall post the prevailing wage rate for each craft and classification involved as determined by DOLI, including the effective date, in a prominent and easily accessible place at the work site during the time work is being performed. The posting must be in English and any other language that is primarily spoken by the individuals at the work site. Within 10 days of such posting the Contractor shall certify to the County Prevailing Wage Compliance Manager and DOLI its compliance with this subsection at [https://www.doli.virginia.gov/wp-content/uploads/2021/04/PW\\_Posting\\_Compliance\\_Form.pdf](https://www.doli.virginia.gov/wp-content/uploads/2021/04/PW_Posting_Compliance_Form.pdf);
- E. The Contractor must fully cooperate with the County Prevailing Wage Compliance Manager to ensure contract compliance requirements, including but not limited to site visits, wage rate signage, contractor employee interviews, and the submission of certified payroll records.

- F. The Contractor must submit to the County Prevailing Wage Compliance Manager and DOLI, within five (5) working days of the end of each month, certification for each craft or trade employed on the project, specifying the total hourly amount paid to employees, including wages and applicable fringe benefits using the Pay Scale Certification Form at <https://www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf>. The certification must itemize the amount paid in wages and each applicable benefit and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees.
- G. The Contractor shall indemnify and hold harmless the County from any fines, demands, claims, suits, and damages, including attorney's fees, resulting from the Contractor's or any subcontractor's failure to pay the Prevailing Wage.
- H. The Contractor and its subcontractors shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each work day and week. The Contractor and its subcontractors shall make such records available to the Prevailing Wage Compliance Manager within 10 days of a request or per a regular schedule established in the Contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period is requested. The Contractor and its subcontractors must preserve these records for a period of six (6) years after the expiration or earlier termination of the applicable contract.
- I. Any Contractor or subcontractor who pays any mechanic, laborer, or worker for services under this Contract less than the Prevailing Wage shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent (8%) from the dates wages were due; and shall be disqualified from bidding on public contracts with any public body until the Contractor or subcontractor has made full restitution. A willful violation of Article 4-104 is a Class I misdemeanor.
- J. For questions regarding Prevailing Wage, please email [prevailingwage@arlingtonva.us](mailto:prevailingwage@arlingtonva.us).

**10. RELEASE AND REQUEST FOR FINAL PAYMENT**

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

**11. LIQUIDATED DAMAGES**

Time is of the essence under this Contract. The Work must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Substantial Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that \$1,118 per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$1,118 per day for each and every day beyond the time for Substantial Completion that the County determines Substantial Completion has not achieved. The County and the Contractor also agree that damages for failure to achieve Final Completion of the Work by the date specified under Time for Completion are not susceptible to exact

determination but that \$1,118\_per calendar day is in proportion to the actual loss the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages \$1,118 per day for each and every day beyond the time for Final Completion until Final Completion is achieved.

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

**12. PERFORMANCE OF WORK BY THE CONTRACTOR**

The Contractor shall perform on site, and with its own organization, at least fifty percent (50%) of the total direct labor and at least fifty percent (50%) of the total work in place to be performed under the Contract. Prior to award, the Contractor must demonstrate to the Project Officer's satisfaction that both of these standards will be met during contract performance. Labor and work to be counted when determining whether the Contractor has met the self-performance requirement shall not include any work that the Contractor performs under the supervision of a subcontractor.

The self-performance percentage may be reduced by an Amendment to the Contract, if during performance of the Work, the Contractor requests a reduction and the Project Officer determines that the reduction would be to the advantage of the County.

**13. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever occurs first.

**14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**15. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk

and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**16. LIEN**

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

**17. VALUE ENGINEERING PROPOSAL (VE)**

Unless otherwise provided, the Contractor may submit to the County a written VE for modifying the plans, specifications, or other requirements of the Agreement covering the work (Contract) for the purpose of reducing the total cost of the Contract without reducing the design capacity or quality of the finished product. If the VEP is accepted by the County, the net savings will be equally divided by the County and the Contractor.

Each VEP shall result in a net savings over the Contract cost without impairing essential functions and characteristics of the item(s) or of any other part of the project, including, but not limited to, service life, reliability, economy of operation, ease of maintenance, aesthetics, and safety. At least the following information shall be submitted with each VE:

- (a) a statement that the proposal is submitted as a VE;
- (b) a statement concerning the basis for the VE, benefits to the County, and an itemization of the Contract items and requirements affected by the VE;
- (c) a detailed estimate of the cost under the existing Contract and under the VE;
- (d) proposed specifications and recommendations as to the manner in which the VE changes are to be accomplished; and
- (e) a statement as to the time by which a Contract Amendment adopting the VE must be issued so as to obtain the maximum cost-effectiveness.

The County will process the VE in the same manner as prescribed for any other proposal that would necessitate issuance of an Amendment. The County may accept a VE in whole or part by issuing an Amendment that will identify the VE on which it is based. The County will not be liable to the Contractor for failure to accept or act on any VE submitted pursuant to these requirements or for delays in the work attributable to any VE. Until a VE is put into effect by an Amendment, the Contractor shall remain obligated to the terms and conditions of the existing Agreement. If an executed Amendment has not been issued by the date on which the Contractor's proposal specifies that a decision should be made or such other date as the Contractor may subsequently have specified in writing, the VE shall be deemed rejected.

The Amendment effecting the necessary modification of the Contract will establish the net savings agreed on, provide for adjustment of the contract prices, and indicate the net savings. The Contractor shall absorb all costs incurred in preparing a VE. Reasonably incurred costs for reviewing and administering a VE will be borne by the County. The County may establish any reasonable conditions it deems appropriate for consideration, approval, and implementation of the VE. The Contractor's 50 percent share of the net



savings shall constitute full compensation to it, including by way of illustration and not limitation compensation for time, for effecting all changes pursuant to the Amendment.

Unless specifically provided for in the Amendment authorizing the VE, acceptance of the VE and performance of the work thereunder will not change the Contract Term limit.

The County may adopt a VE for general use in contracts administered by the County if it determines that the VE is suitable for application to other contracts. A VE identical with or similar to a previously submitted VE will be eligible for consideration and compensation under these provisions if it has not been previously adopted for general application to other contracts administered by the County. When a VE is adopted for general use, compensation pursuant to these requirements will be applied only to those awarded contracts for which the VE was submitted prior to the date of adoption of the VE.

If a VEP is based on or is similar to a change in the plans, specifications, or special provisions adopted by the County prior to submission of the VE, as determined by the County, the County will not accept the VE.

The County will be the sole judge of the acceptability of a VE. The requirements herein apply to each VE initiated, developed, and identified as such by the Contractor at the time of its submission to the County. However, nothing herein shall be construed as requiring the County to consider or approve a VE, and the decision to enter into an Amendment to the contract to accommodate a VE shall be in the County's sole discretion.

Subject to the provisions contained herein, the County, or any other public agency with the County's permission, shall have the right to use all or part of an accepted VE without obligation or compensation of any kind to the Contractor.

If a VE is accepted by the County, any provisions herein that pertain to the adjustment of contract unit prices attributable to alterations of contract quantities will not apply to the items adjusted or deleted as a result of putting the VE into effect by an Amendment.

**18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**21. \*SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**22. PROJECT STAFF**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

**23. FAILURE TO DELIVER**

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

**24. UNSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from the County, immediately remove at the Contractor's

expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

## **25. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

### **A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

**B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**26. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees, vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**27. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses,

damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**28. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**29. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**30. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses;

dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**31. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**32. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**33. 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.

**34. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**35. RELATION TO THE COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**36. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**37. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**38. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after the final payment, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**39. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**40. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**42. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**43. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**44. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**45. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**46. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**47. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**48. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**49. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**50. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.



**51. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**52. NOTICES**

Unless otherwise provided in writing, all legal notices and other formal communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**TO THE CONTRACTOR:**

Ardent Company, LLC  
Arash Hooshangi  
PO Box 879  
McLean, VA 22101  
Phone: (703) 288-3250  
Email: [arash@ardentcompany.com](mailto:arash@ardentcompany.com)

**TO THE COUNTY:**

Josh Nicholas, Project Officer  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 900  
Arlington, VA 22201  
Phone: (703) 228-3861  
Email: [jnicholas@arlingtonva.us](mailto:jnicholas@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**53. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**54. INSURANCE, PAYMENT AND PERFORMANCE BONDS**

The Contractor shall maintain the required insurance coverage and payment and performance bonds as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

**55. MATERIAL CHANGES**

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

**56. CONTRACTOR PERFORMANCE EVALUATION**

Arlington County will perform written evaluations of the Contractor’s performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor’s work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

**57. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ARDENT COMPANY, LLC

AUTHORIZED SIGNATURE: DocuSigned by: Sy Gezachew  
27FC198F4A6D475...

AUTHORIZED SIGNATURE: DocuSigned by: Arash Hooshangi  
12F5717989B046E...

NAME: Sy Gezachew

NAME: Arash Hooshangi

TITLE: PROCUREMENT OFFICER

TITLE: Managing Director

DATE: 4/2/2024

DATE: 3/22/2024

**EXHIBIT E**

**CONTRACTOR PERFORMANCE EVALUATION FORM**

**ARLINGTON COUNTY GOVERNMENT**

Contractor Performance Evaluation Form

Contractor Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Date: \_\_\_\_\_ Project/Contract Name: \_\_\_\_\_

Interim Evaluation \_\_\_\_ Final Evaluation \_\_\_\_

Scope of Work/Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Start Date: \_\_\_/\_\_\_/\_\_\_ Contract End Date: \_\_\_/\_\_\_/\_\_\_ Actual Completion Date: \_\_\_/\_\_\_/\_\_\_

Please rate the effectiveness of the Contractor’s performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below “satisfactory” or an “excellent” in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor’s workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

\_\_\_\_ Unacceptable      \_\_\_\_ Poor      \_\_\_\_ Satisfactory      \_\_\_\_ Excellent      \_\_\_\_ N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

Unacceptable       Poor       Satisfactory       Excellent       N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

Unacceptable       Poor       Satisfactory       Excellent       N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

Unacceptable       Poor       Satisfactory       Excellent       N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

Unacceptable       Poor       Satisfactory       Excellent       N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

Unacceptable       Poor       Satisfactory       Excellent       N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

Unacceptable       Poor       Satisfactory       Excellent       N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

12. Level of Overall Performance

\_\_\_ Unacceptable      \_\_\_ Poor      \_\_\_ Satisfactory      \_\_\_ Excellent      \_\_\_ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes       No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor’s performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator’s (PjO) Printed Name \_\_\_\_\_ Evaluator’s Title: \_\_\_\_\_

Contractor’s signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.

Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END



**COMMONWEALTH of VIRGINIA**  
**DEPARTMENT OF LABOR AND INDUSTRY**

**Gary G. Pan**  
 COMMISSIONER

Main Street Centre  
 600 East Main Street, Suite 207  
 Richmond, Virginia 23219  
 PHONE (804) 371-2327  
 FAX (804) 371-6524

Virginia Department of Labor and Industry Wage Determination Decision

Project Name	Route 29 Intelligent Transportation Systems Improvement
County Project Code	24-DES-ITBPW-474
DOLI Project Number	ARLC-24-0001 UPDATE
County or Independent City	Arlington County
Publication Date	03/19/2024
Construction Type	Highway

Wage Determinations	Wage	Fringe
Carpenter, Includes Form Work	\$20.97	
Cement Mason/Concrete Finisher	\$20.70	\$8.03
Electrician, Includes Traffic Signalization	\$30.55	\$11.51
Fence Erector	\$15.28	
Ironworker, Reinforcing	\$34.18	
Ironworker, Structural	\$34.18	
Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	\$19.06	\$1.75
Laborer: Common or General	\$21.94	\$8.32
Laborer: Grade Checker	\$14.88	
Laborer: Pipelayer	\$20.48	
Laborer: Power Tool Operator	\$15.69	



Wage Determinations	Wage	Fringe
Operator: Asphalt Spreader and Distributor	\$20.58	\$2.31
Operator: Backhoe/Excavator/Trackhoe	\$23.93	
Operator: Bobcat/Skid Steer/Skid Loader	\$19.00	\$3.49
Operator: Broom/Sweeper	\$17.40	\$2.01
Operator: Bulldozer, Including Utility	\$20.64	
Operator: Crane	\$29.46	
Operator: Drill	\$24.89	
Operator: Gradall	\$19.26	
Operator: Grader/Blade	\$23.21	
Operator: Hydroseeder	\$16.64	
Operator: Loader	\$18.92	
Operator: Mechanic	\$22.84	
Operator: Milling Machine	\$23.19	\$2.94
Operator: Pavement Planer	\$21.14	
Operator: Pavement Planer Groundsmen	\$19.75	
Operator: Paver (Asphalt, Aggregate, and Concrete)	\$20.33	\$2.81
Operator: Piledriver	\$21.83	\$4.08
Operator: Roller	\$18.92	
Operator: Roller (Finishing)	\$18.73	\$3.23
Operator: Screed	\$22.13	\$4.89
Pavement Marking Operator	\$22.16	
Pavement Marking Truck Driver	\$18.78	
Traffic Control: Flagger	\$13.64	
Traffic Sign Mechanic	\$23.00	
Truck Driver: 1/Single Axle Truck	\$19.35	
Truck Driver: Fuel and Lubricant Service	\$18.25	
Truck Driver: Heavy 7CY & Under	\$15.53	
Truck Driver: Heavy Over 7CY	\$18.05	
Truck Driver: Multi Axle	\$20.34	\$2.89

## Additional Notes

All rates are determined by DOLI and any appeals of specific classifications may be made through the Wage Determination Appeal form available at <https://www.doli.virginia.gov/wp-content/uploads/2022/05/Appeal-for-Clarification-of-Wage-Determination.pdf>

Any additional classifications may be requested through the Additional Wage Classification form available at <https://www.doli.virginia.gov/wp-content/uploads/2022/10/Request-for-Additional-Wage-Classification-10-2022.pdf>

Understand your duties as a contractor under Virginia law by referencing our Contractor Responsibilities information sheet available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-CONTRACTOR-RESPONSIBILITIES.pdf>

Your employees have specific rights, which can be found on our List of Employee Rights information sheet available at <http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-EMPLOYEE-RIGHTS.pdf>

Any further questions should be directed to [PrevailingWage@doli.virginia.gov](mailto:PrevailingWage@doli.virginia.gov)

**BID TAB****ITB NO. XXX-XX  
PROJECT NO. XXXX**

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME) Ardent Company, LLC  
IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER 2705082286A WAS ISSUED ON THE 28 DAY OF Feb, 2022. THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR AGREES TO PERFORM RELATED WORK FOR THE FOLLOWING ITEMS AT THE FOLLOWING STIPULATED PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>C1 GENERAL EARTHWORK</b>					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	General Excavation, only when not included in other pay items	50	CY	\$25.00	\$1,250.00
2	Aggregate, VDOT #21-A (Compacted in Place per VDOT standards & Specs)	60	CY	\$50.00	\$3,000.00
				<b>SUBTOTAL</b>	<b>\$4,250.00</b>

**C2 CONCRETE WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3	Concrete Curb, Standard 6" (VDOT CG-2), includes curb for aprons, ramps, etc.	200	LF	\$30.00	\$6,000.00
4	Concrete Curb & Gutter, Standard C-2 and C-2R (Arlington County Detail R-2.0), includes curb & gutter for aprons, ramps, etc.	100	LF	\$30.00	\$3,000.00
5	Concrete Curb & Gutter, Combination 6" (VDOT CG-6), includes curb & gutter for aprons, ramps, etc.	300	LF	\$30.00	\$9,000.00
6	Concrete Sidewalk, 4" Thickness (Arlington County Detail R-2.0)	350	SY	\$60.00	\$21,000.00
7	CG-12 Detectable Warning Surface - Truncated Domes	20	SY	\$200.00	\$4,000.00
				<b>SUBTOTAL</b>	<b>\$43,000.00</b>

**C3 ASPHALT WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
8	Asphalt Concrete, Planing or Milling (1/2" to 3" Depth)	275	SY	\$15.00	\$4,125.00
9	Asphalt Concrete, Base Course (VDOT BM-25.0A)	60	TON	\$150.00	\$9,000.00
10	Asphalt Concrete, Surface Course (VDOT SM-9.5D)	20	TON	\$200.00	\$4,000.00
				<b>SUBTOTAL</b>	<b>\$17,125.00</b>

**BID TAB****ITB NO. XXX-XX  
PROJECT NO. XXXX**

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME) Ardent Company, LLC  
IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER 2705082286A WAS ISSUED ON THE 28 DAY OF Feb, 2022. THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR AGREES TO PERFORM RELATED WORK FOR THE FOLLOWING ITEMS AT THE FOLLOWING STIPULATED PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

**C4 STORM SEWER UTILITY WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
11	18" Pipe, RCP Class III, In Place Up to 6' Deep	231	LF	\$80.00	\$18,480.00
12	Curb Drop Inlet, Standard VDOT DI-2C (12" to 24" Pipe), In Place Up to 9' Deep, Inlet Throat Length 6' to 20'	1	EA	\$6,000.00	\$6,000.00
13	Curb Drop Inlet, Standard VDOT DI-3B (12" to 30" Pipe), In Place Up to 8' Deep, Inlet Throat Length 4' to 20'	1	EA	\$5,500.00	\$5,500.00
	Convert Catch Basin to Manhole	2	EA	\$3,000.00	\$6,000.00
				<b>SUBTOTAL</b>	<b>\$35,980.00</b>

**C6 WATERMAIN WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
	Remove And Reset Existing Fire Hydrant	1	EA	\$2,330.20	\$2,330.20
				<b>SUBTOTAL</b>	<b>\$2,330.20</b>

**C8 TRAFFIC SIGNAL WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
	Traffic Signal Upgrade of Langston Blvd. & N. Cleveland Street <b>(Only Traffic Signal Mast Arm Poles &amp; Cabinet for the intersection will be provided by the County)</b>	1	LS	\$278,000.00	\$278,000.00
	Traffic Signal Upgrade of Langston Blvd. & Spout Run Pkway. <b>(Only Traffic Signal Mast Arm Poles &amp; Cabinet for the intersection will be provided by the County)</b>	1	LS	\$278,000.00	\$278,000.00
	Traffic Signal Upgrade of Langston Blvd. & N. Adams St. <b>(Only Traffic Signal Mast Arm Poles &amp; Cabinet for the intersection will be provided by the County)</b>	1	LS	\$278,000.00	\$278,000.00
				<b>SUBTOTAL</b>	<b>\$834,000.00</b>

**BID TAB****ITB NO. XXX-XX  
PROJECT NO. XXXX**

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**C10 PAVEMENT MARKING AND SIGNAGE WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
	Eighteen (18) Inch Transverse Markings	35	LF	\$8.00	\$280.00
	Twenty Four (24) Inch Transverse Markings, Note: Used For Continental (Ladder) Crosswalk	775	LF	\$10.40	\$8,060.00
	Twelve (12) Inch Yellow Longitudinal Centerline, Two - Four (4) Inch Yellow Lines with Four (4) Inch Separation	90	LF	\$2.22	\$199.80
				<b>SUBTOTAL</b>	<b>\$8,539.80</b>

**C11 LANDSCAPE RESTORATION WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
	Imported Topsoil	2	CY	\$50.00	\$100.00
	Seed, Mixture of 85% Tall Fescue/Bluegrass and 15% Annual Rye	15	SY	\$5.00	\$75.00
				<b>SUBTOTAL</b>	<b>\$175.00</b>

**E&SC, MOT & MOBILIZATION WORK**

ITEM #	DESCRIPTION	QTY	UNIT	UNITPRICE	TOTAL
	Temporary Erosion and Sediment Controls (E&SC) (For all three intersections)	1	LS	\$5,000.00	\$5,000.00
	Maintenance of Traffic (For all three intersections)	1	LS	\$288,500.00	\$288,500.00
	Mobilization and De-Mobilization (For all three intersections)	1	LS	\$61,000.00	\$61,000.00
				<b>SUBTOTAL</b>	<b>\$354,500.00</b>

**CONTRACT TOTAL \$1,299,900.00**