

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 21-DES-ITB-468
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 21-DES-ITB-468 (“Main Agreement”) dated March 25, 2021 between Ardent Company, LLC (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

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

1. **SECTION 5, TIME FOR COMPLETION, IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:**

5. TIME FOR COMPLETION

Work under this Agreement shall achieve Substantial Completion no later than Three-Hundred Thirty (330) 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 Three-Hundred Thirty (330) 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 Ninety (90) consecutive 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.

2. **REPLACE THE FORCE MAJEURE TERM IN SECTION 30. FORCE MAJEURE IN ITS ENTIRETY WITH THE FOLLOWING:**

30. 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. **ADD SECTION 52, COVID-19 VACCINATION POLICY FOR CONTRACTORS TO THE MAIN AGREEMENT AS FOLLOWS:**

52. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To

protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED: DocuSigned by:
SIGNATURE: *Sy Gezachev*
27FC198F4A6D475...
NAME: SY GEZACHEV
TITLE: PROCUREMENT OFFICER
DATE: 2/25/2022

ARDENT COMPANY, LLC

AUTHORIZED: DocuSigned by:
SIGNATURE: *Arash Hooshangi*
12F5717989B046E...
NAME: Arash Hooshangi
TITLE: Managing Director
DATE: 2/25/2022