

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

**NOTICE OF AMENDMENT OF CONTRACT COVERPAGE**

TO: LT Services, Inc.

2518 Hartland Road, Suite 300

Falls Church, VA 22043

DATE ISSUED: December 1, 2020

CONTRACT NO: 21-DES-ITBLW-373

CONTRACT TITLE: Custodial Services

AMENDMENT NO: 4

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

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The above referenced contract is modified as described in the attached Amendment 4.

**EFFECTIVE DATE:** 10/20/2022

**EXPIRES:** December 31, 2023

**RENEWALS:** Two (2) Renewals remaining

**ATTACHMENTS:**

**1. AMENDMENT 4 TO ARLINGTON COUNTY AGREEMENT NO. 21-DES-ITBLW-373**

**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:** Michael Nguyen

**TEL. NO.:** (703) 698-8838

**EMAIL:** [MICHAELN.LTS@GMAIL.COM](mailto:MICHAELN.LTS@GMAIL.COM)

**COUNTY CONTACT:** JAMES MENDITTO DES, Custodial Services

**TEL. NO.:** (703) 228-4451

**E-MAIL:** [JMENDI@ARLINGTONVA.US](mailto:JMENDI@ARLINGTONVA.US)

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**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 21-DES-ITBLW-373  
AMENDMENT NUMBER 4**

This Amendment No. 4 ("Amendment") is made on 10/20/2022, by the County and amends Agreement Number 21-DES-ITBLW-373 dated December 1, 2020 ("Main Agreement") between LT Services, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

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

1. **Contract Renewal:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from January 1, 2023, to December 31, 2023.
2. **Contract Price Adjustments:** Pursuant to Section 6. Contract Pricing With Optional Price Adjustments, the contract amount/unit prices is hereby increased by 7.9%.
3. **Force Majeure** is hereby changed to read:

**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.

4. **Service Contract Wage Requirements** is hereby changed to add the County's eComply website to a. LIVING WAGE and f. QUESTIONS

**SERVICE CONTRACT WAGE REQUIREMENTS**

a. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

The Contractor shall submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, 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.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate from the date originally due, and less any deductions required or permitted by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit B);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit C;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit C).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract 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.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email [livingwage@arlingtonva.us](mailto:livingwage@arlingtonva.us).

5. **Revised Exhibit D – Contractor's Pricing, dated June 10, 2022**, is hereby deleted in its entirety and replaced with the attached **Revised Exhibit D – Contractor Pricing, dated 10/20/2022**.

Pricing from **January 1, 2023 to December 31, 2023**, shall be in accordance with **Revised Exhibit D – Contractor Pricing, dated 10/20/2022**. The Contract amount is hereby changed from \$2,945,226.37 to **\$3,177,899.25, an increase of \$232,672.88.**

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SIGNED DocuSigned by:  
BY: DR. SHARON T. LEWIS  
89B86B1AD301462...

PRINT NAME: DR. SHARON T. LEWIS

AND TITLE: PURCHASING AGENT

DATE: 10/20/2022

L. T. SERVICES, INC.

SIGNED DocuSigned by:  
BY: Michael Nguyen  
F352A9416311480...

PRINT NAME: Michael Nguyen

AND TITLE: CEO

DATE: 10/20/2022

**REVISED EXHIBIT D**  
**CONTRACTOR'S PRICING, dated 10/20/2022**

	<b>From 1/1– 12/31/2022</b>	<b>From 1/1– 12/31/2023 (7.9% Increase)</b>
Option A Justice Center – Full Service	<u>\$ 581,839.37</u>	<u>\$ 627,804.76</u>
Option B Trades Center – Full Service	<u>\$ 745,225.91</u>	<u>\$ 804,098.77</u>
Option C Arlington County Office Buildings	<u>\$1,278,847.50</u>	<u>\$1,440,243.99</u>
Option D Water Pollution Control Bureau	<u>\$ 283,365.72</u>	<u>\$ 305,751.74</u>
<b>Grand Total of all Locations (Options A – D Full Service)</b>	<b><u>\$2,889,278.49</u></b>	<b><u>\$3,177,899.25</u></b>

Option A Justice Center – Reduced Services	<u>\$ 468,228.04</u>
Option B Trades Center – Reduced Services	<u>\$ 52,380.49</u>

**For informational purpose, provide the hourly rate of the following personnel for:**

**Option A**

Project Manager	<u>\$21.06</u>
Ground Porter	<u>\$17.90</u>

**Option B:**

Project Manager	<u>\$21.06</u>
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**Option C:**

Project Manager	<u>\$21.06</u>
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**Option D:**

None Required

**Hourly Rate for Additional Work and Special Cleanings:**

	<b>From 1/1– 12/31/2022</b>	<b>From 1/1– 12/31/2023</b>
Custodian hourly rate	<u>\$31.59</u>	<u>\$34.09</u>
Project Manager hourly rate	<u>\$36.86</u>	<u>\$39.77</u>

<b><u>Hourly Rate for COVID/PANDEMIC Cleaning:</u></b>	<b>From 1/1– 12/31/2022</b>	<b>From 1/1– 12/31/2023</b>
Custodian hourly rate	<u>\$36.86</u>	<u>\$39.77</u>
Project Manager hourly rate	<u>\$47.39</u>	<u>\$51.13</u>
Electrostatic Machine hourly rate	<u>\$78.98</u>	<u>\$85.21</u>
PPE Rate Per Individual	<u>\$26.33</u>	<u>\$28.40</u>
Supply Cost Per Event	<u>\$61.46</u>	<u>\$66.32</u>

OPTION A - JUSTICE CENTER		Option 2	
		Contract Renewal Price Effective 1/1/2023	
Building Name	Contract Price ending 12/31/2022 Monthly Price ending 12/31/2022	New Monthly Price effective 01/01/2023 with 7.9% increase	New Annual Price effective 01/01/2023
Arlington County Detention	\$4,600.10	\$4,963.51	\$59,562.09
Arlington County Court/Police	\$43,886.52	\$47,353.56	\$568,242.66
<b>Total for Option A - Full Service</b>	<b>\$ 48,486.62</b>	<b>\$ 52,317.06</b>	<b>\$ 627,804.76</b>

OPTION A - JUSTICE CENTER - <b>Reduced Services</b>		Option 2	
		Contract Renewal Price Effective 1/1/2023	
Building Name	Contract Price ending 12/31/2022 Monthly Price effective 01/01/2022 CPI-U of July 2021 is 5.3%	New Monthly Price effective 01/01/2023 with 7.9% increase	New Annually Price effective 01/01/2023
Arlington County Court/Police	\$36,162.19	\$39,019.00	\$468,228.04
<b>Total for Option A - Reduced Service</b>	<b>\$ 36,162.19</b>	<b>\$ 39,019.00</b>	<b>\$ 468,228.04</b>

OPTION B - TRADE CENTER		Option 2	
		Contract Renewal Price Effective 1/1/2023	
Building Name	Contract Price ending 12/31/2022 Monthly Price effective 01/01/2022 CPI-U of July 2021 is 5.3%	New Monthly Price effective 01/01/2023 with 7.9% increase	New Annually Price effective 01/01/2023
Equipment Bureau	\$5,090.52	\$5,492.67	\$65,912.05
Solid Waste	\$4,438.11	\$4,788.72	\$57,464.65
Water Sewer Streets Administration/ Water Control	\$8,235.98	\$8,886.62	\$106,639.47
The Cultural Affairs Building	\$8,090.90	\$8,730.08	\$104,760.97
Barcroft:	\$12,812.66	\$13,824.86	\$165,898.32
Shirlington Bus	\$1,316.85	\$1,420.88	\$17,050.57
Shirlington Library:	\$8,712.90	\$9,401.22	\$112,814.63

Trades Center Day Porter: Garage Network Operations Center Impound Lot Trades Center Support	\$2,198.92
Parks Operations	\$6,537.10
Barcroft Garage	\$807.90
Trailer Trades Center Parking Lot Water Sewer Streets	\$712.12
Pentagon City Pedestrian Tunnel	\$1,869.80
Courthouse Pedestrian Tunnel	\$1,278.40
<b>Total for Option B - Full Service</b>	<b>\$ 62,102.16</b>

\$2,372.63	\$28,471.62
\$7,053.53	\$84,642.37
\$871.72	\$10,460.69
\$768.38	\$9,220.53
\$2,017.51	\$24,210.17
\$1,379.39	\$16,552.72
<b>\$ 67,008.23</b>	<b>\$ 804,098.77</b>

<b>OPTION B - TRADE CENTER - Reduced Services</b>	<b>Contract Price ending 12/31/2022</b>
<b>Building Name</b>	<b>Monthly Price effective 01/01/2022 CPI-U of July 2021 is 5.3%</b>
The Cultural Affairs Building	\$4,045.45
<b>Total for Option B - Reduced Service</b>	<b>\$ 4,045.45</b>

<b>Option 2 Contract Renewal Price Effective 1/1/2023</b>	
<b>New Monthly Price effective 01/01/2023 with 7.9% increase</b>	<b>New Annually Price effective 01/01/2023</b>
\$4,365.04	\$52,380.49
<b>\$ 4,365.04</b>	<b>\$ 52,380.49</b>

<b>OPTION C - ARLINGTON COUNTY OFFICE BUILDINGS</b>	<b>Contract Price ending 12/31/2022</b>
<b>Building Name</b>	<b>Monthly Price effective 01/01/2022 CPI-U of July 2021 is 5.3%</b>
Arlington Mill (Entire Building)	\$17,296.78
Court Square West	\$8,003.77
Central Library	\$11,426.79
Madison Center	\$4,249.14
Westover Library	\$4,802.93
Columbia Pike Library	\$3,564.08
Walter Reed Recreation Center	\$11,015.12
FT. CF Smith	\$2,112.02
Dawson Terrace	\$1,204.22
Lubber Run Recreation Center	\$12,117.80

<b>Option 2 Contract Renewal Price Effective 1/1/2023</b>	
<b>New Monthly Price effective 01/01/2023 with 7.9% increase</b>	<b>New Annually Price effective 01/01/2023</b>
\$18,663.23	\$223,958.71
\$8,636.07	\$103,632.81
\$12,329.51	\$147,954.08
\$4,584.82	\$55,017.86
\$5,182.36	\$62,188.34
\$3,845.64	\$46,147.71
\$11,885.31	\$142,623.77
\$2,278.87	\$27,346.43
\$1,299.35	\$15,592.24
\$13,075.11	\$156,901.27

Lubber Run Recreation Center Full time day porter services beginning 10/1/2021	\$4,414.41	\$4,763.15	\$57,157.78
Harvey Hall	\$1,689.91	\$1,823.41	\$21,880.95
Thomas Building (2020)	\$4,114.11	\$4,439.12	\$53,269.50
Fire Station 1 (once per year)	\$3,318.80	\$3,580.99	\$3,580.99
Fire Station 2 (once per year)	\$2,367.10	\$2,554.10	\$2,554.10
Fire Station 3 (once per year)	\$2,438.80	\$2,631.47	\$2,631.47
Fire Station 4 (once per year)	\$3,073.59	\$3,316.40	\$3,316.40
Fire Station 5 (once per year)	\$3,097.49	\$3,342.19	\$3,342.19
Fire Station 6 (once per year)	\$3,097.49	\$3,342.19	\$3,342.19
Fire Station 8 (once per year)	\$3,037.74	\$3,277.72	\$3,277.72
Fire Station 9 (once per year)	\$2,438.80	\$2,631.47	\$2,631.47
New Fire Station 10 Beginning 10/1/2022 (once per year)	\$4,289.30	\$4,628.15	\$4,628.15
Fire Logistics	\$695.18	\$750.10	\$9,001.19
Day Care Center (Northern VA Family) (2920)	\$4,962.79	\$5,354.85	\$64,258.20
Art Bus Transit Facility	\$1,241.14	\$1,339.19	\$16,070.28
Carlyn Hall	\$1,483.35	\$1,600.53	\$19,206.42
George Washington Baseball Club House	\$691.29	\$745.90	\$8,950.82
Fairlington Recreation Center ( <i>Amend 3</i> )	\$2,293.17	\$2,474.33	\$29,691.97
Woodmont	\$3,446.43	\$3,718.70	\$44,624.38
Independence House	\$1,556.78	\$1,679.77	\$20,157.19
Fire Training Academy (once per year)	\$4,035.49	\$4,354.29	\$4,354.29
Fire Department Headquarters (once per year)	\$4,035.49	\$4,354.29	\$4,354.29
Quincy Street 2 ( <i>Amend 3</i> )	\$3,385.40	\$3,652.85	\$43,834.16
Lee Center beginning 1/1/2022	\$2,530.48	\$2,730.39	\$32,764.66
<b>Total for Option C</b>	<b>\$ 143,527.18</b>	<b>\$ 154,865.83</b>	<b>\$ 1,440,243.99</b>

OPTION D - WATER POLLUTION CONTROL BUREAU (WPCB)		Option 2 Contract Renewal Price Effective 1/1/2023	
Contract Price ending 12/31/2022			
Building Name	Monthly Price effective 01/01/2022 CPI-U of July 2021 is 5.3%	New Monthly Price effective 01/01/2023 with 7.9% increase	New Annually Price effective 01/01/2023
Operation Building	\$2,781.96	\$3,001.73	\$36,020.82
Maintenance Building	\$3,312.14	\$3,573.80	\$42,885.59
Wet Weather Filtration Facility	\$979.09	\$1,056.44	\$12,677.26
Dewatering Building	\$1,139.57	\$1,229.60	\$14,755.15
Primary Treatment Building	\$573.57	\$618.88	\$7,426.58
Post Aeration Facility	\$498.87	\$538.28	\$6,459.37
Blower Building	\$487.85	\$526.39	\$6,316.68
Trailer 5	\$467.01	\$503.90	\$6,046.85
Eads Street Warehouse	\$390.00	\$420.81	\$5,049.72
Long Bridge Aquatics Center	\$12,983.76	\$14,009.48	\$168,113.72
<b>Total Option D:</b>	<b>\$ 23,613.82</b>	<b>\$ 25,479.31</b>	<b>\$ 305,751.74</b>
<b>TOTAL OPTION ABCD:</b>		<b>\$ 299,670.43</b>	<b>\$3,177,899.25</b>