

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

**NOTICE OF CONTRACT AWARD**

Ardent Company, LLC  
PO Box 879  
McLean, VA 22101

DATE ISSUED:  
CURRENT REFERENCE NO:  
CONTRACT TITLE:

March 8, 2019  
19-129-ITB  
Nauck Town Square  
General Contractor

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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. 19-129-ITB including any attachments or amendments thereto.

**EFFECTIVE DATE:** June 10, 2019

**EXPIRES:** Six Hundred Sixty-Five (665) consecutive calendar days after the Notice to Proceed (NTP)

**RENEWALS:** NO RENEWALS

**COMMODITY CODE(S):** 91319, 91327, 91339, 91345, 91350, 91356, 98863

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT No. 19-129-ITB

**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:** Arash Hooshangi

**VENDOR TEL. NO.:** 703) 288-3250 Ext. 210

**EMAIL ADDRESS:** [arash@ardentcompany.com](mailto:arash@ardentcompany.com)

**COUNTY CONTACT:** Kathy von Bredow, DPR, Park  
Development Division

**COUNTY TEL. NO.:** (703) 228-7598

**COUNTY CONTACT EMAIL:** [kvonbredow@arlingtonva.us](mailto:kvonbredow@arlingtonva.us)

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

**AGREEMENT NO. 19-129-ITB**

THIS AGREEMENT is made, on the date of execution by the County, between Ardent Company, LLC, PO Box 879, McLean, VA ("Contractor") a Virginia limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of:

- Agreement No. 19-129-ITB, and all modifications properly incorporated into the Agreement
- Exhibit A – Arlington County Invitation to Bid No. 19-129-ITB, including General Conditions, Special Conditions, Interim Special Conditions Horizontal, and Supplementary Specifications
- Exhibit B – Bid Form
- Exhibit C - Combined Pricing Sheet, to include:
  - **GRAND TOTAL TAB**
  - TAB 2 PRICING SHEET DPR
  - TAB 3 PRICING SHEET DES
- Exhibit D - MOT Plans for Undergrounding
- Exhibit E – Revised Lighting Plans
- Exhibit F – Materials Testing Specification
- Exhibit G – DPR Technical Specifications and Drawings
- Exhibit H – NTSP Design
- Exhibit I – Undergrounding Plans
- Exhibit J – Lane Closure Guidelines – NOVA Dist.
- Exhibit K – MTP
- Exhibit L – State and Federal Roads in Arlington County

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 capital improvement project work to consist of Streetscape Improvements on S. Shirlington Road, S. Kenmore St., 24th St. S., and 24th Road S, Utility Undergrounding, Streetlights and Construction Services for Nauck

Town Square Park improvements which include, but are not limited to, accessibility improvements, a plaza, walkways, site furnishings, walls and curbing, a stage, planting and bioretention (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 Section 47, Notices, unless the Contractor is otherwise notified in writing.

### **4. TIME FOR COMPLETION**

Work under this Agreement shall achieve Substantial Completion no later than six hundred thirty-five (635) 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 six hundred thirty-five (635) 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 thirty (30) 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 C, but not more than \$4,220,400.00 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. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

## **8. PAYMENT OF SUBCONTRACTORS**

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. 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.

## **10. 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 \$1,055.00 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 \$1,055.00 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 \$1,055.00 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

\$1,055.00 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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, national origin, age or 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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)

### **33. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, 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 years after the final payment, 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.

### **34. 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.

### **35. AMENDMENTS**

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

### **36. 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.

### **37. 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.

**38. 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.

**39. ARBITRATION**

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

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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:**

Attn: Arash Hooshangi, Managing Director  
Ardent Company, LLC  
PO Box 879  
McLean, VA 22101  
Email: arash@ardentcompany.com

**TO THE COUNTY:**

Renee Nmair, Project Officer  
Department of Environmental Services, Engineering Bureau  
2100 Clarendon Boulevard, Suite 813  
Arlington, Virginia 22201  
Email: rnmair@arlingtonva.us

**AND**

Sharon T. Lewis, M.A., MPS, VCO, CPPB, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Email: [tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

**48. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**49. 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.

**50. 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

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME SHARON T. LEWIS  
TITLE: PURCHASING AGENT

DATE: 6-10-2019

ARDENT COMPANY, LLC

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

NAME **Arash Hooshangi, P.E.**  
TITLE: Managing Director

DATE: 6/10/2019

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 9305146

AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Ardent Company, LLC

*(Here insert full name and address or legal title of Contractor)*

P.O. Box 879, McLean, VA 22101-0879

as Principal, hereinafter called Contractor, and, Fidelity and Deposit Company of Maryland

*(Here insert full name and address or legal title of Surety)*

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto County Board of Arlington County, Virginia

*(Here insert full name and address or legal title of Owner)*

2100 Clarendon Boulevard, Suite 500, Arlington, VA 22201

as Obligee, hereinafter called Owner, in the amount of Four Million Two Hundred Twenty Thousand Four  
Hundred Dollars and 00/100 Dollars (\$ 4,220,400.00 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner  
for

*(Here insert full name, address and description of project)* Agreement No. 19-129-ITB Capital Improvement Project for Nauck  
Town Square Park Improvements

in accordance with Drawings and Specifications prepared by

*(Here insert full name and address or legal title of Architect)*

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

7<sup>th</sup>

day of June 2019

ATTEST:

By:



Reza Hooshangi  
*(Witness)*

Ardent Company, LLC

*(Principal)*

*(Seal)*

By:



*(Title)*

Arash Hooshangi

Managing Director

WITNESS:

By:



Frank C. Roddey, Jr.  
*(Witness)*

Fidelity and Deposit Company of Maryland

*(Surety)*

*(Seal)*

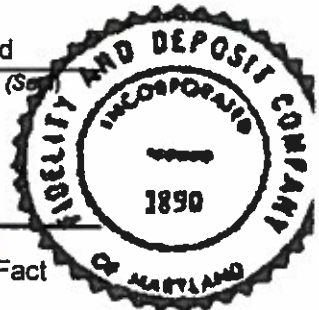
By:



*(Title)*

Denise Storey

Attorney-in-Fact





# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 9305146

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Ardent Company, LLC

*(Here insert full name and address or legal title of Contractor)*

P.O. Box 879, McLean, VA 22101-0879

as Principal, hereinafter called Principal, and, Fidelity and Deposit Company of Maryland

*(Here insert full name and address or legal title of Surety)*

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto County Board of Arlington County, Virginia

*(Here insert full name and address or legal title of Owner)*

2100 Clarendon Boulevard, Suite 500, Arlington, VA 22201

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four Million Two Hundred Twenty Thousand Four Hundred Dollars and 00/100

*(Here insert a sum equal to at least one-half of the contract price)*

Dollars (\$ 4,220,400.00

),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for

*(Here insert full name, address and description of project)* Agreement No. 19-129-ITB Capital Improvement Project for Nauck Town Square Park Improvements

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

*(Here insert full name and address or legal title of Architect)*

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

7<sup>th</sup>

day of June 2019

ATTEST:

By:

*[Handwritten Signature]*  
(Witness)

Reza Hooshangi

Ardent Company, LLC

(Principal)

(Seal)

By:

*[Handwritten Signature]*

(Title)

Arash Hooshangi

Managing Director

WITNESS:

By:

*[Handwritten Signature]*  
(Witness)

Frank C. Roddey, Jr.

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

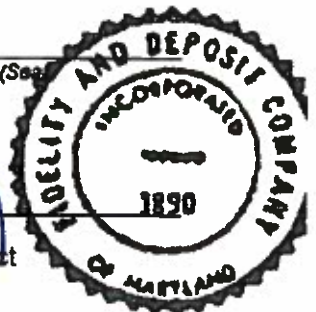
By:

*[Handwritten Signature]*

(Title)

Denise Storey

Attorney-in-Fact



Bond Number 9305146

Obligee County Board of Arlington County, Virginia

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Denise Storey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7<sup>th</sup> day of June, 2019.



  
Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](http://www.reportsclaims@zurichna.com)  
800-626-4577



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bankers Insurance, LLC 4000 Legato Road Suite 400 Fairfax VA 22033	<b>CONTACT NAME</b> Becky Uhlman	
	<b>PHONE (A/C, No., Ext):</b> 540-735-1710	<b>FAX (A/C, No.):</b> 800-899-0146
<b>E-MAIL ADDRESS:</b> buhlman@bankersinsurance.net		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> BITCO General Insurance Corporation		20095
<b>INSURER B:</b> BITCO National Insurance Company		20109
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** ARDECOM-01  
 Ardent Company, LLC  
 P.O. Box 879  
 McLean VA 22101-0879

**COVERAGES**      **CERTIFICATE NUMBER:** 1333110781      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CLP3676364	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAP3676365	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2812998	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3676363	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment - Rented/Leased			CLP3676364	1/1/2019	1/1/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract Number 19-129-ITB Nauck Town Square

County Board of Arlington County, Virginia are an Additional Insured under the General Liability including ongoing & completed operations on a primary & noncontributing basis and under the Automobile as respects to work performed by the Named Insured for the referenced job/project when required by written contract.

Blanketed Waiver of Subrogation is included on the General Liability.

Umbrella Liability follows primary forms.

**CERTIFICATE HOLDER****CANCELLATION**

Arlington County  
 2100 Clarendon Blvd  
 Arlington VA 22201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*M Uhlman*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUILDERS EXTENDED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that the provisions listed below apply only upon the entry of an  in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations    | O. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work  |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | R. <input checked="" type="checkbox"/> Care, Custody or Control   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | S. <input checked="" type="checkbox"/> Concrete Rework Labor Reimbursement Coverage   |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | T. <input checked="" type="checkbox"/> Lost Key Coverage  |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | U. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| I. <input checked="" type="checkbox"/> Liquor Liability  | V. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| J. <input checked="" type="checkbox"/> Broadened Conditions  | W. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises  |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          | X. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | Y. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations   |
| M. <input checked="" type="checkbox"/> Turnkey Jobs - Coverage For Alienated Premises                            | Z. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors  |

#### **A. PARTNERSHIP AND JOINT VENTURE EXTENSION**

The following provision is added to **SECTION II - WHO IS AN INSURED:**

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

## **B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
  - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

#### **D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

##### **9. WHEN WE DO NOT RENEW**

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

#### **E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

#### **G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

#### **H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS**, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.



Item 2. **Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured.

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent.

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

#### **I. LIQUOR LIABILITY**

**Exclusion 2.c.** of **SECTION I, COVERAGE A**, is deleted.

#### **J. BROADENED CONDITIONS**

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
  - (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

#### **K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by

your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;  
or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

#### **M. TURNKEY JOBS - COVERAGE FOR ALIENATED PREMISES**

It is agreed that:

**Exclusion 2.j.(2) of SECTION I, COVERAGE A**, does not apply if the premises are "your work" and were not occupied, rented or held for rental by you for more than 12 months after completion.

#### **N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
  1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.

- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

#### O. FELLOW EMPLOYEE COVERAGE

**Exclusion 2.e. Employers Liability** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.e. "Bodily injury" to**

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a.(1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

- 2.a.(1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

#### P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

- 1. **Exclusions 2.j.(3) and 2.j.(4)** of **SECTION I, COVERAGE A**, do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

**Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

**1. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**R. CARE, CUSTODY OR CONTROL**

**Exclusion 2.J.4** of **SECTION I, COVERAGE A** is deleted and replaced with the following:

**2.J.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**S. CONCRETE REWORK LABOR REIMBURSEMENT COVERAGE**

As it applies to this coverage,

**SECTION I - COVERAGE A** is amended as follows:

**1. Insuring Agreement**, is deleted and replaced by the following:

We will reimburse you for your direct labor expense associated with your "concrete rework" which was performed by you during the policy period due to the original "concrete product" failing to meet contractual specifications as ordered for the job or accepted industry standards for its specific

intended use, verified by testing by an ASTM (American Society of Testing & Materials) accredited independent testing agency.

**2. Exclusions, is deleted and replaced by the following:**

The insurance provided by this endorsement does not apply to:

- a. "Cosmetic Defects"
- b. Loss of use
- c. Changes to the "concrete product" contractual specifications not acknowledged by the named insured in writing prior to the beginning of the job
- d. "Loss" arising from the "subsidence" of land
- e. "Loss" arising from work performed on your behalf by a subcontractor, except for the supply of the "concrete product"
- f. Cost of materials used in the installation of the "concrete product" or "concrete rework"
- g. Damages or "loss" that is covered by a Property or Inland Marine coverage form for your financial interest in your project and structures
- h. "Loss" unless the "concrete rework" is completed within one year from the completion of the original "concrete product" installation performed by you
- i. "Loss" caused by the failure to order the "concrete product" as required:
  - a. In the contractual specifications; or
  - b. By accepted industry standards for its specific intended use
- j. "Loss" expected or intended from the standpoint of the insured
- k. "Concrete product" supplied by you

**SECTION III - LIMITS OF INSURANCE is amended to include the following:**

- 1. The Limits of Insurance as shown and the rules below fix the most we will pay regardless of the number of
  - a. Insureds covered under this insurance;
  - b. "Concrete rework" projects to which this insurance applies.

"Concrete Rework" Project Limit	\$50,000
"Concrete Rework" Policy Aggregate Limits	\$50,000
"Concrete Rework" Deductible	\$ 1,000
- 2. The "Concrete Rework" Project Limit shown above is the most we will reimburse you for your direct labor expense arising out of any single "concrete rework" project.
- 3. Subject to 2. above, the "Concrete Rework" Policy Aggregate Limit shown above is the most we will reimburse you for your direct labor expenses for the sum of all "concrete rework" projects.

4. The "Concrete Rework" Project Limit and the "Concrete Rework" Policy Aggregate Limits shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in **SECTION III - LIMITS OF INSURANCE.**
5. Our obligation to reimburse you applies only to the amount of your direct labor expense in excess of the "Concrete Rework" Deductible stated above. This deductible shall apply separately to each "concrete rework" project.

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with either the beginning of the policy period shown in the Declarations, or the effective date of the endorsement, whichever is less. If the policy period is extended after issuance for an additional period of less than 12 months the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**Item 2.** Duties in The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit
  - a. You must see to it that we are notified prior to completing the "concrete rework" which may result in labor reimbursement. Notice should include:
    - (1) How, when and where the incident took place;
    - (2) The names and addresses of any witnesses, and
    - (3) The estimated labor expense for the "concrete rework"
  - b. You must promptly take all steps to minimize the expenses involved.
  - c. You must cooperate with us and upon request, assist in enforcing any right of contribution or indemnity against any person or organization.
  - d. You must provide us with proof of loss and any other required documents within 60 days of our request. You must also permit us to examine and copy any of your books and records at any reasonable time. You, your "employees" and your agents must, if we require you to, submit to examination under oath at such times as may be required, and sign a copy of the examination.
  - e. No insureds will, except at their own cost, assume any obligation, or incur any expense without our consent.

**SECTION V - DEFINITIONS is amended to add the following:**

"Concrete rework" means the alteration, repair, removal or replacement of a "concrete product"

"Concrete product" means any product you directly install consisting of concrete, cement, sand, mortar mix or related materials

"Cosmetic defects" means a superficial or surface defect that does not affect the structural integrity of the "concrete product"

"Loss" means your direct labor expense associated with a "concrete rework" project

"Subsidence" means earth movement, including but not limited to:

- a. Landslide;

- b. Mud flow;
- c. Earth sinking;
- d. Earth rising;
- e. Collapse or movement of fill;
- f. Improper compaction;
- g. Earth settling, slipping, falling away, caving in, eroding, tilting or shifting;
- h. Earthquake; or
- i. Any other movement of land or earth.

**T. LOST KEY COVERAGE**

As it applies to this coverage,

**SECTION I, COVERAGE A**, is amended to include as follows:

We will pay those sums, subject to the limits of liability and deductible stated herein, that you become legally obligated to pay as damages due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- 1. Actual cost of the keys;
- 2. Cost to adjust locks to accept new keys; or
- 3. Cost of new locks, if required, including the cost of installation.

Item **2. Exclusions** of **SECTION I, COVERAGE A**, is amended to include the following:

- 1. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured.
- 2. Any resulting loss of use from the loss or mysterious disappearance of keys; or
- 3. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insureds:
  - a. Misappropriation;
  - b. Concealment;
  - c. Conversion;
  - d. Fraud; or
  - e. Dishonesty

**Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A** do not apply to Lost Key Coverage.

**SECTION III - LIMITS OF INSURANCE** is amended to include the following:

- 1. The Lost Key Coverage Occurrence Limit shown below is the most we will pay for each occurrence for damages for Lost Key Coverage provided in this endorsement.



2. The Lost Key Coverage Policy Aggregate Limit shown below is the most we will pay for all occurrences covered by this endorsement during the policy period.

Lost Key Coverage Occurrence Limit	\$50,000
Lost Key Coverage Policy Aggregate Limit	\$50,000
Lost Key Coverage Deductible	\$ 1,000

3. The Lost Key Coverage Policy Aggregate Limit shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in **SECTION III - LIMITS OF INSURANCE**.

Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of the Lost Key Coverage Deductible stated above. The deductible applies on an "occurrence" basis.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### **U. ELECTRONIC DATA LIABILITY COVERAGE**

1. **Exclusion 2.p. Electronic Data** of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

**2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

#### **V. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to

which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

## **W. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OF PREMISES**

### **SECTION II – WHO IS AN INSURED is amended to include:**

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

## **X. AUTOMATIC ADDITIONAL INSUREDS - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **Y. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### **Z. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

EXHIBIT B

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-129-ITB

BID FORM

**SUBMIT: ONE (1) FULLY-COMPLETED AND SIGNED BID FORM WITH ORIGINAL LONGHAND SIGNATURE; AND ONE (1) COPY OF THE BID FORM ON A USB FLASH-DRIVE LABELED AS "19-129-ITB, NAUCK TOWN".**

BIDS WILL BE OPENED AT 3:00 P.M., ON APRIL 9, 2019

FOR PROVIDING CONSTRUCTION SERVICES IDENTIFIED HEREIN IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

SUBTOTAL FROM TAB 2 PRICING SHEET DPR \$ 1,791,045.05  
(per Bidders attached completed pricing sheet)

SUBTOTAL FROM TAB 2 PRICING SHEET DES \$ 1,993,323.88  
(per Bidders attached completed pricing sheet)

GRAND TOTAL (TAB 1 ON PRICING SHEET), TO INCLUDE  
MOBILIZATION AND PERMITS (per Bidders attached completed  
pricing sheet) \$ 3,898,900.00

COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A TO ITB NO. 19-129-ITB AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

SUBMITTED BY: Ardent Company, LLC  
(legal name of entity)

AUTHORIZED SIGNATURE: [Signature]

PRINT NAME AND TITLE: ARASH HOUSHANGI, Managing Director

ADDRESS: Po Box 879

CITY/STATE/ZIP: McLean VA 22101

TELEPHONE NO.: 703-288-3250 E-MAIL ADDRESS: arash@ardentcompany.com

THIS ENTITY IS INCORPORATED IN: \_\_\_\_\_

CORPORATION  LIMITED PARTNERSHIP

THIS ENTITY IS A: (check the applicable) GENERAL PARTNERSHIP  UNINCORPORATED ASSOCIATION   
 LIMITED LIABILITY COMPANY  SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA? YES  NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC: 5098644-0

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

VIRGINIA CONTRACTOR'S LICENSE NUMBER: 2705082286A

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available) 60253358

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? YES  NO

BIDDER STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

The undersigned certifies that (Bidder Name) Ardent Company, LLC is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number 2705082286 for a Class A License was issued on the 28<sup>th</sup> day of Feb, 2018. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid.

TIME LIMIT FOR PROJECT: SUBSTANTIAL COMPLETION – 635 CALENDAR DAYS  
 FINAL COMPLETION – 30 CALENDAR DAYS FROM SUBSTANTIAL COMPLETION

LIQUIDATED DAMAGES: SUBSTANTIAL COMPLETION - \$1055.00 PER DAY  
 FINAL COMPLETION - \$1055.00 PER DAY

**MINIMUM BIDDER QUALIFICATIONS:**

- Proof of 3 continuous years of experience conducting public works infrastructure and undergrounding projects. The experience shall be work of similar size and scope, construction, re-construction, and maintenance.
- List of 3 similar recently completed projects that involving the same material, equal size, and comparable length. For each project, Bidders shall list the following information:
  - Project Name
  - Project description and Bidder's scope of work within the project
  - Project manager's name, telephone number and email address
  - Work start date, scheduled completion, and actual completion date
  - Initial contract cost and final contract cost
- Resume of the proposed Superintendent assigned to this work, who shall have at least 3 years of experience in overseeing projects of similar type and size.

**STIPULATED PRICE ITEMS**

The Contractor agrees to perform related work for the following items at the stipulated prices shown:

#	ITEM DESCRIPTION	UNIT	PROPOSED PRICE
1	CONCRETE PIER, CRADLE, OR ENCASEMENT	CY	\$200.00
2	ROCK EXCAVATION	CY	\$100.00
3	CRUSHER RUN VDOT #25 OR APPROVED EQUAL	CY	\$75.00
4	OVER EXCAVATION	CY	\$50.00
5	TEST PITS	EA	\$500.00
6	SELECT BORROW	CY	\$50.00

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV.](http://www.eva.virginia.gov)

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1                      DATE: 4/15/19      INITIAL: AH

ADDENDUM NO. 2                      DATE: 4/15/19      INITIAL: AH

ADDENDUM NO. 3                      DATE: \_\_\_\_\_      INITIAL: \_\_\_\_\_

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs of the bid that contain such data or materials:

Experience & Superintendent's Resume  
\_\_\_\_\_  
\_\_\_\_\_

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

Confidential Company information  
\_\_\_\_\_  
\_\_\_\_\_

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:** The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Arash Haashangi  
ADDRESS: Po Box 879  
McLean VA 22101  
E-MAIL: Arash@ArdentCompany.com

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED " X".**

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- 1. Workers' Compensation ..... Statutory limits of Virginia
- 2. Employer's Liability ..... \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- 3. Commercial General Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Automobile Liability ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability ..... \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella Liability ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
  - a. Architects and Engineers ..... \$1 Million per occurrence/claim
  - b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
  - c. Medical Malpractice ..... \$1 Million per occurrence/claim
  - d. Medical Professional Liability ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O ..... \$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) ..... \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance ..... \$ \_\_\_\_\_
- 21. Moving and Rigging Floater ..... Endorsement to CGL
- 22. Crime and Employee Dishonesty Coverage ..... \$ \_\_\_\_\_
- 23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage ..... Endorsement to CGL
- 25. USL&H ..... Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: Bankers Ins. LLC

AUTH. SIGNATURE: [Handwritten Signature]

**BIDDER'S STATEMENT:**

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: Ardent Company, LLC

AUTH. SIGNATURE: [Handwritten Signature]



EXHIBIT C

**NAUCK TOWN SQUARE GRAND TOTAL PRICING SHEET**  
19-129-ITB

FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PARK RENOVATIONS, UTILITY UNDERGROUNDING, STREETScape AND STREELIGHTS  
AT NAUCK TOWN SQUARE, 2400 SOUTH SHIRLINGTON ROAD IN ARLINGTON, VIRGINIA

The contract will be awarded to the lowest responsive and responsible bidder in accordance with paragraph 24. Method of Award of Section I. Instructions to Bidders of the ITB.

**PROJECT COST GRAND TOTAL**

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ESTIMATE	
				UNIT PRICE	TOTAL PRICE
TAB 2	GRAND TOTAL DPR (do NOT include add-on items)	LS	1	\$ 1,791,045.05	\$ 1,791,045.05
TAB 3	GRAND TOTAL DES	LS	1	\$ 1,993,323.88	\$ 1,993,323.88
	SUBTOTAL				\$ 3,784,368.93
	MOBILIZATION - Not to exceed three percent (3%) of the total contract bid price excluding the bid for mobilization.				\$ 113,531.07
	PERMITS/FEES	LS	1	\$ 1,000.00	\$ 1,000.00
				<b>GRAND TOTAL</b>	<b>\$ 3,898,900.00</b>

BIDDER'S NAME: Ardent Company, LLC

**NAUCK TOWN SQUARE PARK PRICING SHEET**  
19-129-ITB

FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PARK RENOVATIONS  
AT NAUCK TOWN SQUARE, 2400 SOUTH SHIRLINGTON ROAD IN ARLINGTON, VIRGINIA

The quantities ESTIMATED below are ESTIMATES only and do not guarantee a specific volume or dollar amount.

The contract will be awarded to the lowest responsive and responsible bidder in accordance with paragraph 24. Method of Award of Section I. Instructions to Bidders of the ITB.

**PROJECT COST BREAKDOWNS:**

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	ESTIMATE	
					TOTAL PRICE	TOTAL PRICE
011000	PERMITS/FEES - SEE GRAND TOTAL TAB 1					
012000	MOBILIZATION - Not to exceed three percent (3%) of the total contract bid price excluding the bid for mobilization. SEE GRAND TOTAL TAB 1					
033000	ARCHITECTURAL CONCRETE - Includes, but is not limited to, all items under Specification 033000. Includes all reinforcing					
	East-West Walkway Terminus	CY	8	\$ 800.00	\$	6,400.00
	Step-Out Zone Beside Streetside Urban Bio Facility/Tree Planter	CY	23	\$ 800.00	\$	18,400.00
	FREED signage foundation	CY	19	\$ 600.00	\$	11,400.00
	Walls (includes 6" Curved Retaining Wall, Structured Stormwater Walls (& Conc. Weirs), East-West Seatwall, 6" Stage Wall and footers, Bridge Abutments & Turn Down Edges. Does NOT include footings for Precast Seat Walls)	CY	190	\$ 800.00	\$	152,000.00
034500	PRECAST STRUCTURAL CONCRETE					
	Precast Stage Seatwall, per plans and specs including all related items such as footings (including shipping)	LS	1	\$ 250,000.00	\$	250,000.00
051200	STRUCTURAL STEEL FRAMING					
	Steel Bridges (including toekick, grate, beams, plates, fasteners, and all associated components)	LS	1	\$ 166,000.00	\$	166,000.00
055000	METALS FABRICATIONS					
	Steel Plate Weir Walls	SF	138	\$ 200.00	\$	27,600.00
061533	WOOD PATIO DECKING					
	Performance Stage - Sleepers, Joists, Decking, Fasteners and all Incidentals (Does not include concrete slab (beneath stage) or concrete walls (around stage perimeter)	SF	548	\$ 75.00	\$	41,100.00
101400	SIGNAGE					
	Park Entry Sign	EA	1	\$ 5,000.00	\$	5,000.00
	SITE FURNISHINGS					
	Wood Bench (Backless)	EA	5	\$ 9,000.00	\$	45,000.00
	Wood Bench (with Back)	EA	7	\$ 11,000.00	\$	77,000.00
	Moveable Chairs	EA	28	\$ 450.00	\$	12,600.00
129300	Trash Receptacle	EA	5	\$ 2,500.00	\$	12,500.00

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ESTIMATE	
				UNIT PRICE	TOTAL PRICE
	Recycling Receptacle	EA	5	\$ 2,500.00	\$ 12,500.00
	Bike Rack	EA	3	\$ 750.00	\$ 2,250.00
	ADA Chess Table (with 1 seat)	EA	1	\$ 4,000.00	\$ 4,000.00
	Chess Table (with 2 seats)	EA	4	\$ 5,000.00	\$ 20,000.00
221113	<b>DRINKING FOUNTAINS AND WATER COOLERS</b>				
	Drinking Fountain with Bottle filler & Associated Equipment	LS	1	\$ 19,500.00	\$ 19,500.00
	<b>ELECTRICAL</b>				
	Astronomic Time Switch and Photozell in 18x24x8 Enclosure	EA	1	\$ 500.00	\$ 500.00
	Remote Drivers in Handhole	EA	5	\$ 500.00	\$ 2,500.00
	C/T Cabinet	EA	1	\$ 2,500.00	\$ 2,500.00
260000	Receptacle	EA	5	\$ 100.00	\$ 500.00
	Precast Polmer Handhole	EA	5	\$ 1,500.00	\$ 7,500.00
	NEMA 3R Enclosure	LS	1	\$ 2,500.00	\$ 2,500.00
	Meter & Connect to Existing (BY OTHERS)		1	\$ -	
	Grounding	AL	1	\$ 5,000.00	\$ 5,000.00
	<b>CONDUIT</b>				
260533	Common Trench and Backfill	LS	1	\$ 52,000.00	\$ 52,000.00
	Underground Warning Tape	LS	1	\$ 2,500.00	\$ 2,500.00
	3/4" PVC Sch 40	LS	1	\$ 40,000.00	\$ 40,000.00
	<b>WIRE &amp; CABLE</b>				
260519	Wire Markers	LS	1	\$ 750.00	\$ 750.00
	Wiring Conductors	LS	1	\$ 25,000.00	\$ 25,000.00
	<b>ELECTRICAL WORK/PANELBOARDS</b>				
262416	New Panel/Breakers	LS	1	\$ 5,000.00	\$ 5,000.00
	Nameplates	LS	1	\$ 1,320.00	\$ 1,320.00
	Connections (existing and proposed)	LS	1	\$ 6,000.00	\$ 6,000.00
	<b>EXTERIOR LIGHTING</b>				
	Decorative LED Pole Light (pole, base + fixture)	EA	12	\$ 5,000.00	\$ 60,000.00

SECTION NO.	ITEM DESCRIPTION	ESTIMATE			
		UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
265600	Embedded LED Strip Light with Remote Driver (at performance stage)	LF	87	\$ 40.00	\$ 3,480.00
	In-Grade LED Up Light @ FREED sign (SIGN AND SIGN LIGHTING BY OTHERS)				
	Embedded LED Marker Light (at bridges)	EA	16	\$ 100.00	\$ 1,600.00
	<b>SITE CLEARING, DEMOLITION, &amp; REMOVALS</b>				
311000	INCLUDED IN DES South Shirlington Road Streetscape Improvement Project (LDA 15296, 17291, SWM 15-2149)				
311300	<b>TREE PROTECTION</b>				
	6' Height Tree Protection Fence/Construction Fence	SF	754	\$ 8.00	\$ 6,032.00
	<b>EARTHMOVING</b>				
	Fill	CY	620	\$ 30.00	\$ 18,600.00
312000	Cut	CY	1650	\$ 30.00	\$ 49,500.00
	Cut to Haul	CY	1185	\$ 40.00	\$ 47,400.00
	Fine grading	SF	34100	\$ 1.00	\$ 34,100.00
	<b>TEMPORARY EROSION &amp; SEDIMENT CONTROL</b>				
	Stabilized Construction Entrance - SEE DES BID SHEET				
312500	Super Silt Fence	LF	376	\$ 5.00	\$ 1,880.00
	Culvert Inlet Protection	EA	1	\$ 500.00	\$ 500.00
	Inlet Protection	EA	14	\$ 250.00	\$ 3,500.00
	Dewatering Structure	EA	1	\$ 1,000.00	\$ 1,000.00
	<b>CONCRETE PAVEMENT</b>				
	VDOT Curb Ramp CG-12	EA	4	\$ 1,000.00	\$ 4,000.00
321313	Reinforced Concrete Pavement - Concrete Pavement Typology #1 (includes, but not limited to, items in specification 321313) (include concrete slab beneath performance stage)	SF	16572	\$ 15.00	\$ 248,580.00
	Reinforced Concrete Pavement - Concrete Pavement Typology #2 (includes, but not limited to, items in specification 321313)	SF	1126	\$ 15.00	\$ 16,890.00
	Concrete Bench Pads	SF	368	\$ 20.00	\$ 7,360.00
321400	<b>UNIT PAVING - SEE PROJECT ADD-ON ITEM#2</b>				
	<b>BOULDERS</b>				

BIDDER'S NAME: Ardent Company, LLC

SECTION NO.	ITEM DESCRIPTION	ESTIMATE			
		UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
321819	5-8" Delaware River Gravel	TON	20	\$ 70.00	\$ 1,400.00
	Weir Boulders	TON	85	\$ 70.00	\$ 5,950.00
328400	<b>Planting Irrigation</b>				
	Includes controller, backflow, lines, heads, valves, & boxes	LS	1	\$ 44,645.00	\$ 44,645.00
329100	<b>PLANTING PREPARATION</b>				
	Continuous Soil Panel	CY	331	\$ 50.00	\$ 16,550.00
	Turf Grass	CY	119	\$ 50.00	\$ 5,950.00
	Planting Beds (excluding stormwater facilities)	CY	297	\$ 120.00	\$ 35,640.00
329200	<b>SEEDING &amp; SODDING</b>				
	Pearls Premium seed	SF	6397	\$ 0.40	\$ 2,558.80
329300	<b>EXTERIOR PLANTS</b>				
	Trees (Large)	EA	34	\$ 275.00	\$ 9,350.00
	Trees (Small)	EA	24	\$ 242.00	\$ 5,808.00
	Shrubs	EA	36	\$ 35.00	\$ 1,260.00
	Bulbs	EA	1557	\$ 1.25	\$ 1,946.25
	Perennials/Grasses	EA	6828	\$ 5.00	\$ 34,140.00
	Erosion Control Blanket - slopes > 4:1	SF	1900	\$ 1.00	\$ 1,900.00
	Double Shredded Hardwood Mulch (3" Deep)	SY	780	\$ 4.00	\$ 3,120.00
	5" Steel Landscaping Edging	LF	130	\$ 15.00	\$ 1,950.00
	Temporary Plant Protection Fence	LF	130	\$ 5.00	\$ 650.00
331116	<b>WATER DISTRIBUTION</b>				
	Water service piping, valves, taps and meters	LS	1	\$ 5,500.00	\$ 5,500.00
	<b>STORM DRAINAGE</b>				
	6" Sch. 40 PVC Sleeve	EA	2	\$ 250.00	\$ 500.00
	6" Solid Sch. 40 PVC	LF	227	\$ 30.00	\$ 6,810.00
	6" Perforated Sch. 40 PVC	LF	181	\$ 35.00	\$ 6,335.00
	8" Solid Sch. 40 PVC	LF	38	\$ 40.00	\$ 1,520.00
	12" Solid Sch. 40 PVC	LF	12	\$ 55.00	\$ 660.00

**Ardent Company, LLC**

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ESTIMATE	
				UNIT PRICE	TOTAL PRICE
334000	8" Drain Basin	EA	5	\$ 500.00	\$ 2,500.00
	15" Drain Basin	EA	2	\$ 700.00	\$ 1,400.00
	12" Area Drain	EA	2	\$ 1,000.00	\$ 2,000.00
	Cleanout in soil	EA	10	\$ 500.00	\$ 5,000.00
	6" 45-Degree Elbow	EA	4	\$ 200.00	\$ 800.00
	Bioretention/Dry Swale Engineered Media	CY	156	\$ 80.00	\$ 12,480.00
	Sand	CY	3	\$ 70.00	\$ 210.00
	Washed Graded Aggregate No. 57 Stone	CY	81	\$ 60.00	\$ 4,860.00
	No. 8 Stone Reservoir	CY	17	\$ 100.00	\$ 1,700.00
	Non-Woven Geotextile	SF	1725	\$ 1.00	\$ 1,725.00
	24" Drain Basin	EA	1	\$ 2,000.00	\$ 2,000.00
	6"x6" Schedule 40 PVC Tee	EA	1	\$ 200.00	\$ 200.00
	6" Mitered Drain Outlet	EA	1	\$ 450.00	\$ 450.00
	6" PVC SDR 36	LF	61	\$ 30.00	\$ 1,830.00
	8" PVC SDR 35	LF	45	\$ 35.00	\$ 1,575.00
	Beehive Drains	EA	2	\$ 450.00	\$ 900.00
	Impermeable Liner	SF	2005	\$ 2.00	\$ 4,010.00
Adjusted Manhole Frame and Cover	EA	1	\$ 500.00	\$ 500.00	
<b>STORMWATER CONVENYANCE</b>					
334200	Trench Drain	LF	72	\$ 160.00	\$ 11,520.00
				<b>TOTAL PRICE</b>	<b>\$ 1,791,045.05</b>

GRAND TOTAL - TO BE USED ON GRAND TOTAL PRICING SHEET TAB \$ 1,791,045.05

**Project Add-On Items**

SECTION NO.	ITEM DESCRIPTION	PRICE
ADD-ON #1	PRECAST STRUCTURAL CONCRETE	
034500	PRECAST STRUCTURAL CONCRETE	
	Precast Concrete Curved Benches (including all install, shipping, including footers)	\$ 299,000.00

SECTION NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
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ADD-ON #2	UNIT PAVING	EA	90	\$ 250.00	\$ 22,500.00
321400	Step Stones including all installation per plans and specs				

**TOTAL ADD-ON PRICES \$ 321,500.00**  
**TOTAL \$ 2,112,545.05**

Item Description for Unit Pricing - for additional quantities					
1	Performance Stage Ipe Decking/sf			\$ 200	
2	Wood Bench - Backless/ea			\$ 25,000	
3	Wood Bench - With Back/ea			\$ 25,000	
4	Moveable Chair/ea			\$ 750	
5	Trash Receptacle/ea			\$ 2,500	
6	Recycling Receptacle/ea			\$ 2,500	
7	Bike Rack/ea			\$ 750	
8	ADA Chess Table/ea			\$ 5,000	
9	Chess Table/ea			\$ 6,000	
10	Cast-in-Place Concrete/cy			\$ 1,000	
11	Reinforced Concrete Pavement Typology #1/sf			\$ 20	
12	Reinforced Concrete Pavement Typology #2/sf			\$ 20	
13	Weir Boulders/ton			\$ 100	
14	5-8" Delaware River Gravel/ton			\$ 100	
15	Planting Bed Soil Mix/cy			\$ 150	

**Ardent Company, LLC**

ARLINGTON COUNTY, VIRGINIA  
 OFFICE OF THE PURCHASING AGENT  
 INVITATION TO BID NO. XXX-XX  
 PROJECT NO.: NTSP

SUBMIT AN ORIGINAL SIGNED BID FORM AND ONE COPY

ITB No. 19-129-ITB Pricing Sheet

FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE  
 CONSTRUCTION OF THE NAUCK TOWN SQUARE PHASE 1  
 PROJECT

THE UNDERSIGNED CERTIFIES THAT (CONTRACTOR NAME) Arden Company, LLC  
 IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE  
 CODE OF VIRGINIA, CERTIFICATE NUMBER 275082286A WAS ISSUED ON THE 28<sup>th</sup> DAY OF  
Feb, 2018. 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).

BIDDERS SHALL PROVIDE THEIR BID PRICES IN THE CELLS HIGHLIGHTED IN BLUE BELOW. BIDDERS SHALL INCLUDE A BID PRICE FOR ALL ITEMS. FAILURE TO PROVIDE A PRICE FOR ALL ITEMS, OR ANY MODIFICATIONS OR ADDITIONS TO THE BID FORM MAY RESULT IN BID REJECTION. LOW BID DETERMINATION WILL BE MADE BASED ON THE SUM OF THE "BASE CONTRACT WORK"

MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>C1. GENERAL EARTH WORK</b>						
02200-C1-00010	1	General Excavation, only when not included in other pay items	324	CY	40	12960
02200-C1-00130	2	Aggregate, VDOT #21-A (Compacted in Place per VDOT standards & Specs)	67	CY	60	4020
<b>SUBTOTAL</b>						<b>16980</b>
<b>C2. CONCRETE WORK</b>						
02750-C2-00020	◆	Concrete Curb, Standard Header Curb C-3 (Arlington County Detail R-2.0), includes curb for aprons, ramps, etc.	75	LF	40	3000
02750-C2-00060	4	Concrete Curb & Gutter, Standard C-2 and C-2R (Arlington County Detail R-2.0), includes curb & gutter for aprons, ramps, etc.	761	LF	40	30440
02611-C2-00110	5	Concrete Sidewalk, 4" Thickness (Arlington County Detail R-2.0)	99	SY	65	6435
02611-C2-00190	6	CG-12 Detectable Warning Surface	6	SY	160	960
<b>SUBTOTAL</b>						<b>40835</b>
<b>C3. ASPHALT WORK</b>						



**Ardent Company, LLC**

VENDOR NAME:

AUTH. SIGNATURE



MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
02600-C3-00010	7	Asphalt Concrete, Planing or Milling (1/2" to 3" Depth)	1622	SY	3	4866
02600-C3-00030	8	Asphalt Concrete, Base Course (VDOT BM-25.0A)	131	TON	100	13100
02600-C3-00050	9	Asphalt Concrete, Intermediate Course (VDOT IM-19.0D)	39	TON	120	4680
02600-C3-00070	10	Asphalt Concrete, Surface Course (VDOT SM-9.5D)	212	TON	120	25440
03100-C2-00230	10a	Concrete and Formwork(VDOT Class A3), only when not included in other pay items	10	CY	800	8000
SUBTOTAL						56086
C4. STORM SEWER UTILITY WORK						
02550-C4-00080	11	CB-2 (Arlington County Standards), In Place Up to 6' Deep	1	EA	6113.16	6113.16
02550-C4-00100	12	CB-2A or CB-2B (throat lengths from 8' 6" up to 16'-0"), In Place Up to 6' Deep, Arlington County Standards.	2	EA	5500	11000
02550-C4-00490	13	Adjust Storm Manhole to New Grade (Arlington County Detail S-2.5), Type A	2	EA	500	1000
02550-C4-00550	14	Core Drill and Connect New Concrete Pipe to Existing Storm Manhole, Catch Basin, Drop Inlet, Yard Inlet, or Grate Inlet	2	EA	1000	2000
02550-C4-00600	15	Storm Manhole, Catch Basin, Drop Inlet, Yard Inlet, or Grate Inlet, Remove	3	EA	1500	4500
02550-C4-00620	16	15" Pipe, RCP Class III, In Place Up to 6' Deep	33	LF	90	2970
	16A	12" Pipe, DIP Class II, In Place Up to 6' Deep	38	LF	85	3230
	16B	Grate R-4990-DX, Type Q, Heavy Duty Trench (See 2A of 25 for Details)	100	LF	150	15000
	16C	Grate R-4990, Type A, 45 Degree Intersection PC. (See 2A of 25 for Details)	2	EA	700	1400
SUBTOTAL						47213.16
C6. WATERMAIN WORK						
02550-C6-00560	17	Water Meter Box vertical Adjustment to New Grade	1	EA	200	200
02550-C6-00690	18	Service Taps (TAP MAIN, INSTALL COPPER TUBING, INSTALL GATE VALVES, CORPORATION COCK, METER BOX AND METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	1	EA	5000	5000

**Ardent Company, LLC**

VENDOR NAME:

AUTH. SIGNATURE

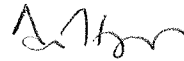


MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
					SUBTOTAL	5200
C7. SANITARY SEWER WORK						
02510-C7-00280	19	A Adjust Sanitary Manhole to New Grade (Arlington County Detail S-2.5), Type	3	EA	500	1500
					SUBTOTAL	1500
C8. TRAFFIC SIGNAL WORK						
13160-c8-00030	20	Furnish and Install 2 inch PVC Conduit and Fittings	6	LF	15	90
					SUBTOTAL	90
C9. STREET LIGHTING WORK						
13170-C9-00080	21	Furnish and Install Junction Box and Cover	4	EA	1000	4000
13170-C9-00120	22	Install Streetlight Pole Concrete Foundation (24" Diameter and 48" Deep)	10	EA	2000	20000
13170-C9-00140	23	Furnish and Install Proposed Double Arm Bracket	5	EA	2500	12500
13170-C9-00150	24	Furnish and Install Proposed LED Fixture Assembly	10	EA	1000	10000
13170-C9-00240	29	Furnish & Install Carlyle Streetlight (Per Head) with Communication Node (Single Globe)	10	EA	7500	75000
13170-C9-00075	30	Furnish & Install 2 Inch Sch 40 PVC Conduit & Fittings ( Trenched)	920	LF	15	13800
13170-C9-00075	31	Furnish & Install 2 Inch Sch 80 PVC Conduit and Fittings (Bored)	76	LF	45	3420
					SUBTOTAL	138720
C10. PAVEMENT MARKING AND SIGNAGE WORK						
02900-C10-00040	32	Eighteen (18) Inch Transverse Markings	26	LF	5.7	148.2
02900-C10-00050	33	Twenty Four (24) Inch Transverse Markings, Note: Used For Continental (Ladder) Crosswalk	283	LF	7.2	2037.6
02900-C10-00070	34	Four (4) Inch Longitudinal Solid Line	483	LF	0.72	347.76
02900-C10-00120	35	Six (6) Inch Longitudinal Solid Line	60	LF	1.45	87
02900-C10-00170	36	Twelve (12) Inch Yellow Longitudinal Centerline, Two - Four (4) Inch Yellow Lines with Four (4) Inch Separation	339	LF	1.44	488.16
02900-C10-00250	37	Combination Arrows	1	EA	191	191

**Ardent Company, LLC**

VENDOR NAME:

AUTH. SIGNATURE

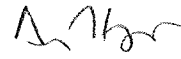


MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
02900-C10-00280	38	Speed Hump Markings (MUTCD Fig. 3B-29 Option A, or Fig. 3B-30 Option B), Two (2) Each Per Hump, **Each Hump Will Have 2 - 1 In Each Direction**	1	EA	650	650
02900-C10-00290	39	Standard Bicycle Symbols (MUTCD, Chapter 9C, Figure 9C-3), "Bike Symbol", "Helmeted Bicyclist Symbol"	1	EA	275	275
02900-C10-00410	40	Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar), Install per Detail SG-1.0	9	EA	350	3150
02900-C10-00420	41	Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar), Relocate with Existing Post	3	EA	150	450
02900-C10-00430	42	Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar), Relocate with New Post	1	EA	250	250
					SUBTOTAL	8074.72
C12. BUS STOP SHELTERS AND FURNISHINGS						
13130-C12-00020	43	Install Bus Shelter Unit, 4' x 10' Traditional Cantilever Shelter (Supplemental Spec 13190)	1	EA	7500	7500
13130-C12-00080	44	Install Traditional 6' Bus Shelter Bench (Supplemental Spec 13210)	1	EA	1500	1500
13130-C12-00130	45	Install Bus Shelter Litter Receptacle (Supplemental Spec 13260)	1	EA	2500	2500
					SUBTOTAL	11500
C13. EROSION AND SEDIMENT CONTROL WORK						
01500-C13-00050	47	Storm Drain Inlet Protection, Block & Gravel Drop Inlet Application (per Virginia Erosion & Sediment Control Handbook Standard & Specification 3.07)	11	EA	350	3850
01500-C13-00160	48	Tree Protection, Fencing and Amoring Applications (per Virginia Erosion & Sediment Control Handbook Standard & Specification 3.38)	30	LF	10	300
01500-C13-00200	49	SWPPP Administration	1	LS	15000	15000
					SUBTOTAL	19150

Ardent Company, LLC

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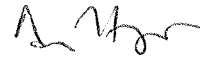


MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
		C14. UNDERGROUNDING				
	50	1 - 4" DUCT STANDARD DUCTBANKS ALL DEPTHS	118	LF	160	18880
	51	2 - 4" DUCT STANDARD DUCTBANK (2W X 1H) ALL DEPTHS	174	LF	175	30450
	52	2 - 8" DUCT STANDARD DUCTBANK (2W X 1H) ALL DEPTHS	115	LF	180	20700
	53	4 - 4" DUCT STANDARD DUCTBANK (2W X 2H) ALL DEPTHS	131	LF	195	25545
	54	4 - 8" DUCT STANDARD DUCTBANK (2W X 2H) AND 2 - 4" DUCT STANDARD DUCTBANK (2W X 1H); ALL DEPTHS	294	LF	230	67620
	55	7 - 4" DUCT STANDARD DUCTBANK (2W X 2H) ALL DEPTHS	47	LF	210	9870
	56	8- 4" DUCT STANDARD DUCTBANK (2W X 2H) ALL DEPTHS	94	LF	220	20680
	57	4 - 8" DUCT STANDARD DUCTBANK (2W X 2H) AND 4 - 4" DUCT STANDARD DUCTBANK (2W X 2H); ALL DEPTHS	40	LF	240	9600
	58	8'x16'x8' ELECTRIC VAULT (0-5' COVER). VA. POWER WILL PROVIDE MANHOLE FRAME & COVERS	1	EA	30000	30000
	59	8'x16'x10' ELECTRIC VAULT (0-5' COVER). VA. POWER WILL PROVIDE MANHOLE FRAME & COVERS	1	EA	30000	30000
	60	CONNECT NEW DUCTBANK INTO EXISTING DVP MANHOLE	1	EA	2500	2500
	60a	Secondary Service Connections - includes all labor, materials, coordination for all secondary service connections for 3 adjacent properties.	1	Ls	13000	13000
		DOMINION ENERGY			SUBTOTAL	278845
	61	2 - 4" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	72	LF	220	15840
	62	1 - 2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	260	LF	210	54600
	63	4 - 4" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	206	LF	225	46350
	64	6 - 4" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	153	LF	230	35190
	65	6 - 4" DUCTS IN CONCRETE DUCTBANK & 1 - 2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	22	LF	240	5280
	66	6-4" DUCTS IN CONCRETE DUCTBANK & 2-2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	20	LF	245	4900
	67	2-4" DUCTS IN CONCRETE DUCTBANK & 2-2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	24	LF	220	5280
	68	2 - 2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	12	LF	220	2640
	69					0
	70					0

**Ardent Company, LLC**

VENDOR NAME:

AUTH. SIGNATURE



MASTER ID#	ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	71	MANHOLE (12' x 6' x 7'). VERIZON WILL PROVIDE MANHOLE FRAME & COVERS	1	EA	25000	25000
	72	CONNECT NEW DUCTBANK INTO EXISTING VERIZON MANHOLE	1	EA	2500	2500
		VERIZON			SUBTOTAL	197580
	73	4-4" DUCTS IN CONCRETE DUCTBANK & 2-2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	18	LF	235	4230
	74	2 - 4" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	355	LF	220	78100
	75	2 - 2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	30	LF	225	6750
	76	1 - 2" DUCTS IN CONCRETE DUCTBANK ALL DEPTHS	45	LF	210	9450
	77	INSTALL COMCAST PEDESTAL	1	EA	1000	1000
	78	INSTALL COMCAST VAULT	2	EA	4000	8000
		COMCAST			SUBTOTAL	107530
	79	REPLACE VDOT STANDARD CONCRETE CG-6	136	LF	50	6800
	80	REPLACE CONCRETE APRON/SIDEWALK/MEDIAN	154	SY	80	12320
	81	SM-9.5A	95	TON	120	11400
	82	BM-25.0A	265	TON	100	26500
	83	21A	300	TON	30	9000
		ROADWAY AND SIDEWALK RESTORATION			SUBTOTAL	66020
C16. MOT AND RE-MOBILIZATION WORK						
01000-C16-00010	84	Maintenance of Traffic (MOT)	1	Ls	998000	998000
					SUBTOTAL	998000
GRAND TOTAL DES						1993323.88

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-129-ITB

ADDENDUM NO. 1

Arlington County Invitation to Bid No. 19-129-ITB for Nauck Town Square General Contractor is amended as follows:

**Reference Pre-Bid Due Date:** Change to read: **PRE-BID CONFERENCE** A pre-bid conference will be held at 8:30 a.m. on March 21, 2019 at 2100 Clarendon Blvd, Suite 103 (Azalea Conference Room), Arlington, VA 22201 to allow potential bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. **ATTENDANCE IS OPTIONAL.** Minutes of the pre-bid conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested bidders are, however, urged to attend.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomeka Price, VCA  
Buyer  
[tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 1.**

FIRM NAME: Ardent Company, LLC

AUTHORIZED SIGNATURE:  DATE: 4/15/19

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-129-ITB

ADDENDUM NO. 2

Arlington County Invitation to Bid No. 19-129-ITB for Nauck Town Square General Contractor is amended as follows:

**Reference Bid Due Date:** Change to: **BIDS WILL BE OPENED AT 3:00 P.M., ON APRIL 15, 2019**

**Reference 19-129-ITB LIGHTING PLANS:** Replace in its entirety with the attached **REVISED 19-129-ITB LIGHTING PLANS.**

**Reference 19-129-ITB COMBINED PRICING SHEET:** Replace in its entirety with the attached **REVISED 19-129-ITB COMBINED PRICING SHEET.** Bid response **Must** be on the "REVISED 19-129-ITB COMBINED PRICING SHEET".

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Tomeka Price, VCA  
Buyer  
[tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

**RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:**

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 2.**

**FIRM NAME:** Ardent Company, LLC

**AUTHORIZED SIGNATURE:**  **DATE:** 4/15/19

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ardent Company, LLC

P.O. Box 879, McLean, VA 22101-0879

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Arlington County, Virginia, Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500, Arlington, VA 22201


as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_ ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Invitation to Bid No. 19-129-ITB Nauck Town Square General Contractor

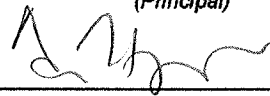
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of April, 2019

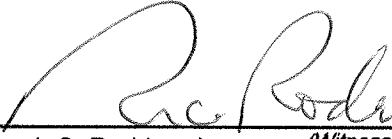
  
Reza Hooshangi  
(Witness)

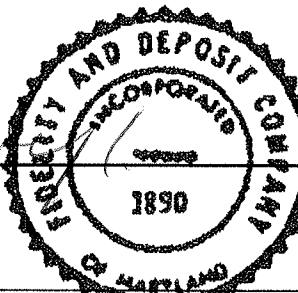
Ardent Company, LLC

(Principal) (Seal)

By: 

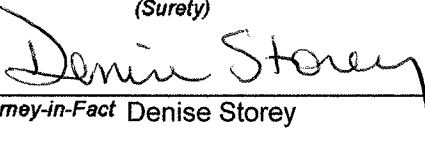
Arash Hooshangi Managing Director (Title)

  
Frank C. Roddey, Jr.  
(Witness)



Fidelity and Deposit Company of Maryland

(Surety) (Seal)

By:   
Attorney-in-Fact Denise Storey (Title)



Bond Number Bid Bond

Obligee Arlington County, Virginia,  
Office of the Purchasing Agent

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Denise Storey**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

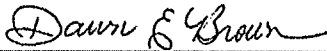
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2019 .



Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577



June 10, 2019

Arlington County, Virginia  
Office of the Purchasing Agent  
2100 Clarendon Blvd, Suite 500  
Arlington, VA 22201

**Re: Contract 19-129-ITB  
Nauck Town Square**

Dear Sir/Madam,

Please be advised that I, Arash Hooshangi, am authorized to execute the above contract on behalf of Ardent Company, LLC. Should you have any questions, please do not hesitate to contact me at 703-288-3250 ext 210.

Sincerely,  
**Ardent Company, LLC**

A handwritten signature in black ink, appearing to read "Arash Hooshangi".

Arash Hooshangi, P.E.  
Managing Director