

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 20-208-ITB  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made April 27, 2022, and amends Agreement Number 20-208-ITB (“Main Agreement”) dated April 27, 2020, between Greer Industries, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Term:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for a one-year optional renewal period beginning April 28, 2022, through April 27, 2023.
2. **Contract Price Increase:** Due to the 3.6% increase of lime and the 20% increase in fuel for transportation, the Contract pricing is hereby increased from \$190 to \$203.22 per net ton, an increase of \$13.22 per net ton. This one-time contract price increase is effective from April 28, 2022, through April 27, 2023, only.
3. **Force Majeure** is hereby deleted in its entirety and replaced with:

**31. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, **provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party.**

4. **Audit** is hereby deleted in its entirety and replaced with:

**35. 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.

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

5. **Notices** is hereby deleted in its entirety and replaced with:

**49. NOTICES**

Unless otherwise provided in writing, all written notices and other 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:**

John L. Bossio, Vice President of Sales  
Greer Industries, Inc.  
P.O. Box 1900  
Morgantown, West Virginia 26507-1900  
Phone: (304) 296-1751  
Email: [jbossio@greerindustries.com](mailto:jbossio@greerindustries.com)

**TO THE COUNTY:**

Kofi Antwi, Project Officer  
DES – Water Pollution Control Bureau  
3402 South Glebe Road  
Arlington, Virginia 22201  
Phone: (703) 228-6864  
Email: [kantwi@arlingtonva.us](mailto:kantwi@arlingtonva.us)

**AND**

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

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

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

**6. Incorporation of Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:**

**52. SEXUAL HARASSMENT POLICY**

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

**7. Incorporation of COVID-19 Vaccination Policy For Contractors is hereby incorporated into the Contract Terms and Conditions as follows:**

**53. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law.

**8. Exhibit A – Greer Industries Price Schedule is hereby deleted in its entirety and replaced with the attached Revised Exhibit A – Greer Industries Price Schedule. Pricing from April 28, 2022, to April 27, 2023, only, shall be in accordance with Revised Exhibit A – Greer Industries Price Schedule**

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

GREER INDUSTRIES, INC.

AUTHORIZED DocuSigned by:  
SIGNATURE: Dr. Sharon T. Lewis  
89B86B1AD301462...

AUTHORIZED DocuSigned by:  
SIGNATURE: John Bossio  
BA5D858632D74A6...

NAME: DR. SHARON T. LEWIS

NAME: John Bossio

TITLE: PURCHASING AGENT

TITLE: Executive VP, Sales

DATE: 4/28/2022

DATE: 4/28/2022

**REVISED EXHIBIT A - GREER INDUSTRIES PRICE SCHEDULE**

**For Contract Term Beginning April 28, 2022 through April 27, 2023 ONLY**

<b>NAME OF OFFEROR OR CONTRACTOR</b>		<b>NUMBER</b>	<b>PAGE</b>			
Greer Industries, Inc.		ITB NO. 20-208-ITB				
<b>SCOPE OF WORK</b>						
PROVIDE BULK GROUND LIME (QUICKLIME) PER AWWA SPECIFICATION B202-19 PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION WITHIN 72 HOURS OF WHEN REQUESTED/ORDERED						
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>Reference</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Provide Ground Quicklime per AWWA Specification B202-19	N/A	2000	tons	\$203.22	\$406,440
				Grand Total		\$406,440
<b>NOTE: PRICE SHALL INCLUDE ALL COSTS, INCLUDING HANDLING, TRANSPORTATION, OVERHEAD, PROFIT, ALL TAXES, SUR-CHARGES, TESTING, OTHER REQUIREMENTS SHALL BE INCLUDED IN THE BID PRICE.</b>						