

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 22-DES-ITBLW-564
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on 9/30/2022, and amends Agreement Number 22-DES-ITBLW-564 (“Main Agreement”) dated December 30, 2021, between Compost Crew, 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 Renewal** – Pursuant to 4. Contract Term, the Contract is hereby renewed for an additional 12-month period from January 3, 2023 to January 2, 2024 (First Subsequent Contract Term) with three (3) additional renewals remaining.
2. **Contract Price Adjustments** – Pursuant to 6. Contract Pricing With Optional Price Adjustments, the Contract Amount/unit price(s) is hereby adjusted not to exceed the percentage of change of 8.3% in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the 12 month of statistics of August 2022.
3. **Add:** additional container sizes and locations listed below for collection receptacles and all collection receptacle maintenance and composting of the collected materials effective immediately.

Size (in Gallons)	Price	Location
13-gallon bin rental	\$3.52 once per month	Arlington County Fire Station #9, with a minimum of 1 collection per week.
23-gallon bags	\$21.09 once per month	Arlington County Fire Station #9, with a minimum of 1 collection per week as part of the indoor collection.
64-gallon bin	\$50.09 once per week	Arlington County Fire Station #9, with a minimum of 1 collection per week as part of the outdoor collection.

4. **Force Majeure** is hereby changed to read:

38. 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.](#)

5. **Service Contract Wage Requirements, a. Living Wage** is hereby changed to read as follows:

58. SERVICE CONTRACT WAGE REQUIREMENTS

a. **LIVING WAGE**

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

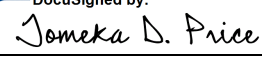
The Contractor shall submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity.

59. **Pricing** is hereby deleted in its entirety and replaced with the attached **Pricing** to add the additional container sizes.

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

WITNESS these signatures:

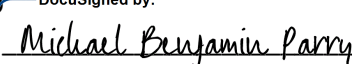
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: 
DocuSigned by:
5950D4E0ACC0472...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

DATE: 9/30/2022

COMPOST CREW, INC.

AUTHORIZED SIGNATURE: 
DocuSigned by:
CBF5744D3BF84C1...

NAME: MICHAEL BENJAMIN PARRY
TITLE: CEO

DATE: 9/30/2022

PRICING

Arlington County seeks pricing to service 7 cubic yards of SSO per week from the Arlington County Detention Center, with a minimum of 2 collections per week. Pricing must include cost of collection, collection receptacles and all collection receptacle maintenance, and composting of the collected materials.

ending 1/2/2023	August 2022 CPI-U Increase 8.3%	New Price beginning 1/3/2023	
\$ 264.43		\$ 286.38	for 7 cubic yards of SSO per week from the Arlington County Detention Center, with a minimum of 2 collections per week
\$ 3.52		\$ 3.81	for 13-gallon bin rental per month from the Arlington County Fire Station #9, with a minimum of 1 collection per week.
\$ 21.09		\$ 22.84	for 23-gallon bags per month from the Arlington County Fire Station #9, with a minimum of 1 collection per week as part of the indoor collection.
\$ 50.09		\$ 54.25	for 64-gallon container per week from the Arlington County Fire Station #9, with a minimum of 1 collection per week as part of the outdoor collection.

For informational purposes, please include additional pricing to service each of the below size containers once per week:

Size (in Gallons)	Price
5	\$7.39
13	\$8.31
32	\$46.86
96	\$53.10

Pricing must include cost of collection, collection receptacles and all collection receptacle maintenance, and composting of the collected materials.