

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

CONTRACT AMENDMENT COVERPAGE

TO: Recyc Systems, Inc. PO Box 562 Remington, VA 22734	ORIGINAL DATE ISSUED: February 21, 2020 CONTRACT NO: 20-167-ITB CONTRACT TITLE: Removal and Disposal of Biosolids AMENDMENT NO: 1
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THIS IS A NOTICE OF CONTRACT RENEWAL AND AMENDMENT 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 Arlington County Agreement No. 20-167-ITB, including any exhibits, attachment, or amendments thereto.

EFFECTIVE DATE: March 1, 2022

EXPIRES: February 28, 2023

RENEWALS: Two Renewals Remaining through February 28, 2025.

COMMODITY CODE(S): 95812, 96239

LIVING WAGE: N

ATTACHMENTS:

Amendment No. 1

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Susan Trumbo EMAIL ADDRESS: strumbo@recycsystems.com	VENDOR TEL. NO.: (540) 547-3300
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COUNTY CONTACT: Wilbur Brown, DES - WPCB COUNTY CONTACT EMAIL: wbrown@arlingtonva.us	COUNTY TEL. NO.: (703) 228-6866
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PURCHASING DIVISION AUTHORIZATION

Tomeka Price	Title: Procurement Officer	Date: 11/29/2021
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**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-167-ITB
AMENDMENT NUMBER 1**

This Amendment Number 1 ("Amendment") is made on 11/29/2021 by the County and amends Agreement Number 20-167-ITB dated March 3, 2021 ("Main Agreement") between **Recyc Systems, Inc.**, P. O. Box 562, Remington, Virginia, 22734, a Virginia corporation authorized to do business in the Commonwealth of Virginia ("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 Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from March 1, 2022, to February 28, 2023.
2. **Contract Price CPI-U Increase:** Pursuant to Section 5. Contract Pricing With Optional Price Adjustments as amended below, the contract amount/unit prices is hereby increased by 6.2% per the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available for October.

Pricing from March 1, 2022, to February 28, 2023, shall be in accordance with the attached Contract Pricing. The Contract amount is hereby changed from \$1,825,850.00 to \$1,939,052.70, an increase of \$113,202.70.

3. **Contract Documents:** The following Contract Documents are hereby **added:**

Exhibit A – COVID-19 Vaccination Policy for Contractors Certification Form (confirmed)
Exhibit B – Contractor COVID-19 Vaccination Quarterly Compliance Certification (attached).
4. **Contract Pricing With Optional Price Adjustments** is hereby deleted in its entirety and changed to read:

5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until February 28, 2022 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

5. **Audit** is hereby deleted in its entirety and changed to read:

40. 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.

6. **Notices** is hereby deleted in its entirety and changed to read:

55. NOTICES

Unless otherwise provided in writing, all legal 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:

Susan Trumbo
Recyc Systems, Inc.
P.O. Box 5962
Remington, Virginia 22734
Email: strumbo@recycsystems.com

TO THE COUNTY:

Wilbur Brown, Project Officer
DES – WPCB
3402 S. Glebe Road
Arlington, Virginia 22202
wbrown@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
Email: 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

7. **Arlington County Business Licenses** is hereby deleted in its entirety and changed to read:

56. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

8. **Incorporation of Material Changes** is hereby added to the Contract Terms and Conditions.

61. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

9. **Incorporation of Sexual Harassment Policy** is hereby added to the Contract Terms and Conditions.

62. SEXUAL HARRASSMENT 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.

10. **Incorporation of COVID-19 Vaccination Policy for Contractors** is hereby added to the Contract Terms and Conditions.

63. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the 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. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits A and B). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

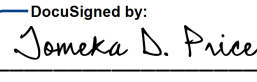
For questions, the Contractor may email contractorvaccineinfo@arlingtonva.us.

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

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

RECYC SYSTEMS, INC.

AUTHORIZED SIGNATURE: 
DocuSigned by: 5950D4E0ACC0472...

AUTHORIZED SIGNATURE: 
DocuSigned by: 80D56E1547D5405...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER
DATE: 11/29/2021

NAME: Susan Trumbo
TITLE: Vice President - Technical Manager
DATE: 11/29/2021

CONTRACT PRICING

FOR PROVIDING REMOVAL AND DISPOSAL OF BIOSOLIDS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

- I. **Removal, hauling and land application/final disposal of Class B Biosolids and unstabilized Dewatered Sewage Sludge:** Bidders shall submit a unit price per wet ton (as weighed at the scales) of Class B biosolids and unstabilized Dewatered Sewage Sludge delivered to the disposal site(s) approved in advance by the County.

Item Description	Unit Price per wet ton	Estimated Quantity	Extended Price Annually	6.2% CPI-U Increase	New Unit Price per wet ton beginning 3/1/2022	New Price Annually beginning 3/1/2022
Removal, hauling and land application/final disposal of Class B Biosolids	\$ 47.95	38,000 wet tons annually	\$ 1,822,100.00	\$ 2.97	\$ 50.92	\$ 1,935,070.20
Removal, hauling, processing and disposal of unstabilized Dewatered Sewage Sludge	\$ 75.00	50 wet tons annually	\$ 3,750.00	\$ 4.65	\$ 79.65	\$ 3,982.50
GRAND TOTAL PRICE			\$1,825,850.00			\$ 1,939,052.70
Removal and hauling only of Class B biosolids or Dewatered Sewage Sludge to a destination directed by Arlington County. Miles shall be calculated from 3200 South Eads St. Arlington, Virginia 22202 to the destination directed by Arlington County.			3.00/mile	\$ 0.19		3.19/mile

The unit prices shall include all taxes, fees, surcharges, testing, or other requirements of any jurisdiction and/or legal requirement concerned in the disposal of these biosolids and/or dewatered sewage sludge, overhead and profit to the Contractor in fulfillment of this contract and no other charges or fees shall be billed to the County under this Contract.

EXHIBIT B

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. 20-167-ITB are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____