

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 21-DES-ITBLW-180
AMENDMENT NUMBER 1**

This **Amendment Number 1** (“Amendment”) is made on the date of execution by the County and amends **Agreement Number 21-DES-ITBLW-180** (“Main Agreement”) dated **September 8, 2020** between **APEX COMPANIES, LLC** (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

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

- 1. PURSUANT TO PROVISION 2: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM SEPTEMBER 14, 2021 TO SEPTEMBER 13, 2022.**
- 2. REPLACE CLAUSE 64. SERVICE CONTRACT WAGE REQUIREMENTS WITH THE FOLLOWING:**

64. 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.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

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

c. ADDITIONAL COMPLIANCE REQUIREMENTS

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

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract Go (see sample notice in Exhibit D);
2. Within five days of an employee’s request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit D;

- 3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
- 4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, including subcontractor employees, working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

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

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

3. EXHIBIT D: LIVING WAGE FORM IS REPLACED WITH THE REVISED EXHIBIT D ATTACHED.

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

WITNESS THESE SIGNATURES:

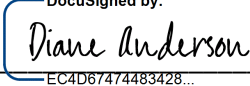
THE COUNTY BOARD OF ARLINGTON
VIRGINIA

APEX COMPANIES, LLC

PRINT: Meloni Hurley

PRINT: Diane Anderson

SIGNATURE: 

SIGNATURE: 

TITLE: Assistant Purchasing Agent

TITLE: Vice President & Regional Manager

DATE: 9/23/2021

DATE: 9/23/2021

EXHIBIT D
LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR 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 NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY

OFFICE OF THE PURCHASING AGENT

2100 CLARENDON BOULEVARD, SUITE 500

ARLINGTON, VA 22201

703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4-103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.

703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:
2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

