

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 22-DES-ITB-470  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 12/2/2022 and amends Agreement Number 22-DES-ITB-470 (“Main Agreement”) dated January 1, 2022, between Zero Waste Solutions, 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 clause 4. Contract Term, the contract term is hereby renewed beginning January 1, 2023 to December 31, 2023 (First Subsequent Contract Term) with five (5) additional 12-month renewal periods remaining.
2. **Contract Price Adjustment:** Pursuant to clause 6. Contract Pricing with Optional Price Adjustments, the contract amount/unit prices(s) is hereby increased by 5.8% change in the [U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, detailed expenditure category, garbage and trash collection](#) for the month of October 2022.
3. **Covid-19 Vaccination Policy For Contractors** is hereby changed to read:

**20. 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.

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. **Arlington County Business Licenses** is hereby changed to read:

**59. 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](mailto:business@arlingtonva.us).

6. **Exhibit D-Contract Pricing** is hereby replaced with the **Revised Exhibit D-Contract Pricing**. Pricing from January 1, 2023 to December 31, 2023 shall be in accordance with Revised Exhibit D – Contract Pricing. The Contract amount is hereby changed from \$148,288.88 to **\$211,601.21, an increase of \$63,312.33.**

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

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**

**ZERO WASTE SOLUTIONS, INC.**

AUTHORIZED: DocuSigned by:  
SIGNATURE: Dr. SHARON T. LEWIS  
89B86B1AD301462...

AUTHORIZED: DocuSigned by:  
SIGNATURE: Shavila Singh  
62D42EDA4F854FC...

NAME: DR. SHARON T. LEWIS

NAME: Shavila Singh

TITLE: PURCHASING AGENT

TITLE: President

DATE: 12/2/2022

DATE: 12/2/2022

## Revised Exhibit D - Contract Pricing

THE COUNTY AND APS RESERVE THE RIGHT TO ADD OR DELETE LOCATIONS, CONTAINERS AND ADDITIONAL PICKUPS.

GRAND TOTAL FOR All Sections (1-4): \$ 211,601.21

## Section 1: Refuse Collection

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost	CPI-U Increase 5.8%	Cost per Pull	New Total Cost beginning 1/1/2023
County	96 Gallon	23	\$ 4.50	1,456	\$ 6,552.00	5.80%	\$ 4.76	\$ 6,932.02
County	2 YD	2	\$ 11.00	156	\$ 1,716.00		\$ 11.64	\$ 1,815.53
County	4 YD	17	\$ 16.25	1,612	\$ 26,195.00		\$ 17.19	\$ 27,714.31
County	6 YD	8	\$ 21.75	572	\$ 12,441.00		\$ 23.01	\$ 13,162.58
County	8 YD	14	\$ 28.87	1,350	\$ 38,974.50		\$ 30.54	\$ 41,235.02
<b>Total for Section 1</b>					\$ 85,878.50			\$ 90,859.45

## Section 2: Single Stream Recyclables Collection

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost	Cost per Pull	New Total Cost beginning 1/1/2023
County	96 Gallon	55	\$ 4.50	2,912	\$ 13,104.00	\$ 4.76	\$ 13,864.03
County	2 YD	4	\$ 11.00	208	\$ 2,288.00	\$ 11.64	\$ 2,420.70
County	4 YD	21	\$ 16.25	1,560	\$ 25,350.00	\$ 17.19	\$ 26,820.30
County	6 YD	2	\$ 21.75	104	\$ 2,262.00	\$ 23.01	\$ 2,393.20
County	8 YD	7	\$ 28.87	572	\$ 16,513.64	\$ 30.54	\$ 17,471.43
<b>Total for Section 2</b>					\$ 59,517.64		\$ 62,969.66

## Section 3: Open Top Roll-Off Container Collections

Locations	Container Size	Number of Containers	Cost per Pull	Est. No. of Pickups per Year	Total Cost	Cost per Pull	New Total Cost beginning 1/1/2023
County	20 CY for Refuse	1	\$ 180.00	10	\$ 1,800.00	\$ 190.44	\$ 1,904.40
County	30 CY for Refuse	1	\$ 185.00	7	\$ 1,295.00	\$ 195.73	\$ 1,370.11
County	20 CY for Single-Stream Recyclables	1	\$ 180.00	4	\$ 720.00	\$ 190.44	\$ 761.76
County	30 CY for Single-Stream Recyclables	1	\$ 185.00	4	\$ 740.00	\$ 195.73	\$ 782.92
County	20 CY for Construction and Demolition Debris (including tipping fee)	0	\$ 375.00	0	\$ -	\$ 396.75	\$ -
County	30 CY for Construction and Demolition Debris (including tipping fee)	0	\$ 450.00	0	\$ -	\$ 476.10	\$ -
County	20 CY for Construction and Demolition Debris (not including tipping fee – invoiced separately)	0	\$ 180.00	0	\$ -	\$ 190.44	\$ -
County	30 CY for Construction and Demolition Debris (not including tipping fee – invoiced separately)	0	\$ 185.00	0	\$ -	\$ 195.73	\$ -
<b>Total for Section 3</b>					\$ 4,555.00		\$ 4,819.19

<b>Section 4: Self-Contained Compaction Units</b>							
<b>Locations</b>	<b>Container Size</b>	<b>Number of Containers</b>	<b>Cost per Pull</b>	<b>Est. No. of Pickups per Year</b>	<b>Total Cost</b>	<b>Cost per Pull</b>	<b>New Total Cost beginning 1/1/2023</b>
County	20 CY for Refuse	1	\$ 500.00	26	\$ 13,000.00	\$ 529.00	\$ 13,754.00
County	30 CY for Refuse	1	\$ 375.00	26	\$ 9,750.00	\$ 396.75	\$ 10,315.50
County	34 CY for Refuse	0	\$ 555.00	0	\$ -	\$ 587.19	\$ -
County	20 CY for Single-Stream Recyclables	1	\$ 500.00	26	\$ 13,000.00	\$ 529.00	\$ 13,754.00
County	34 CY for Single-Stream Recyclables	1	\$ 550.00	26	\$ 14,300.00	\$ 581.90	\$ 15,129.40
<b>Total for Section 4</b>					<b>\$ 50,050.00</b>		<b>\$ 52,952.90</b>