NOTICE OF
CONTRACT AMENDMENT

TO: BATES TRUCKING COMPANY, INC.
4305 48TH STREET
BLADENSBURG, MD 20710

DATE ISSUED: APRIL 2, 2012

CONTRACT NO: 297-10LW

CONTRACT TITLE: DES - REFUSE & RECYCLING COLLECTION - COUNTY FACILITIES

AMENDMENT NO: 1

THIS IS A NOTICE OF AWARD OF CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The above referenced contract is amended as follows:

ADD FOOD WASTE COLLECTION SERVICES AT THE ARLINGTON COUNTY DETENTION FACILITY PER THE ATTACHED AMENDMENT NO. 1

__________________________  4-2-12
Mr. Ashley Barnes
Procurement Officer

VENDOR: 1
BID FOLDER: 1
March 27, 2011

Mr. Willie Wainer
Bates Trucking Company, Inc.
4305 48th Street
Bladensburg, MD 20710

Dear Mr. Wainer:

Attached to this letter is Amendment No. 1 to Contract 297-10LW between the County and Bates Trucking Company, Inc. Amendment No. 1 adds to the current contract Food Waste Collection Services for the Arlington County Detention Facility. Please review the amendment document and, if your firm agrees to the Amendment, please have the signature line below signed by a person duly authorized to contractually bind your firm.

Please let me know if you have any questions. Thank you.

Sincerely,

[Signature]

Mr. Ashley Barnes
Procurement Officer
abarnes@arlingtonva.us

By signing below, an authorized representative of Bates Trucking Company, Inc., agrees to perform the services described in Amendment No. 1 to Contract 297-10LW at the rates provided within.

Signature: [Signature]
Printed Name: Bruce A. Bates
Title: President
Date: 3/28/12
1. DEFINITIONS
a. Food Waste: All separated food waste (including pre-consumer and post-consumer food scraps, vegetables, meat, bones, and paper items such as napkins, cardboard boxes, milk and juice boxes, coffee filters, etc.) and any other materials that may be mutually agreed upon by Bates Trucking and the County as part of this food waste collection amendment. Plastic items are not permitted.

b. Food Waste Collection Containers: Outdoor containers provided by the contractor, or dining units to meet any applicable health standards to be used by schools or businesses to set out their food waste and provided pursuant to this Agreement.

c. Generator: any establishment producing acceptable source-separated compostable material desired by the Contractor;

d. Processing Center: Location where separated food waste is composted and otherwise processed for use as compost.

e. Dining Unit: Any location providing a volume of separated, uncontaminated food waste for collection as determined by the parties to this agreement;

f. Separated: Only food waste or other materials agreed upon by the parties and placed in Container(s) or stacked in another approved location. This would not include or contain non-compostable materials such as metal items, plastic items (i.e. utensils and gloves), glass, Styrofoam, and other materials noted by the food composting processor (plastic bags used to hold food waste are acceptable unless otherwise noted).

g. Preparation: Proper and sanitary preparation of all food waste and other materials as compost.

h. Wash water: water that has been sprayed into a collection container for cleaning purposes then poured into the storage compartment of a collection vehicle.

2. SCOPE OF SERVICES
Contractor shall perform Food Waste Collection Services as follows:

Contractor shall collect and remove upon a set schedule approved by the Project Officer as referenced in Section 3 below, all separated food wastes and other specified materials mutually agreed upon by Contractor and the County. Said materials must be properly separated and placed in food waste collection containers by County staff or other designated separation method, at the County or school site or from some other specifically defined location. The services are:

a. the scheduled collection of food waste from locations specifically designated by the parties;

b. processing of food waste which includes the composting, blending, curing and proper preparation of food waste for use as compost;
c. keeping accurate and thorough records of the volume or weight of materials collected weekly from each location, and the number and type of customer complaints;

d. ensuring that properly separated food waste will not be land filled or incinerated. Collections may take place anywhere agreed upon by the parties to this contract with the cooperation of the dining units involved.

3. **TIME OF COLLECTION**
Contractor shall collect from collection containers as referenced in Section 4 the food waste, segregated and placed in the containers for collection, three times each week (except when closed for holidays) on Monday, Wednesday, and Friday between 8:00 a.m. and 3:00 p.m.. Collection shall take place in such a manner as not to disrupt normal dining unit activity, general safety, pedestrian or vehicular traffic. The schedule shall be approved by the County Project Officer prior to the start of collection and shall not be changed without the County Project Officer’s approval.

4. **COLLECTION CONTAINERS**
The Contractor shall provide the food waste collection containers. The containers shall be of a type approved by the County Project Officer and meet all applicable health codes and standards.

The County will have responsibility for the replacement of food waste collection containers if they are lost, stolen, damaged or destroyed except by action of the contractor. The Contractor shall supply additional containers as needed for additional volume. The Contractor shall be responsible for maintenance and replacement parts or repairs of containers. The Contractor is responsible for cleaning the containers twice a year or upon request by the County.

5. **TRANSPORTATION OF COLLECTED FOOD WASTES**
Contractor shall transport the collected food waste materials to a processing site that has been approved in advance by the County. Contractor shall take title and have access to the food waste materials upon placement in the bin by participating, government entities, schools, or businesses in accordance with Section 2 and shall be responsible for processing separated food wastes and shall retain all of the benefits from use of this material. Separated food wastes shall be the property of Contractor.

6. **FAILURE TO PERFORM AND CLEANLINESS**
Refer to Paragraph 12 in the Scope of Services of the Main Agreement for the County’s remedies for Contractor’s Failure to Perform.

In case of a missed pick-up reported by the generator, Contractor shall collect the separated food waste from such a business within 24 hours of notification if the food waste and other compostables were accessible at collection time and properly prepared. All calls relating to missed pick-ups shall be logged by Contractor and reported with the monthly invoice. The log book shall be available for inspection by the County.

The Contractor shall leave the collection area free of debris and liquid that may have been spilled during the collection process. The Contractor shall have the means to clean up a collection area without the use of staff or supplies provided by the County.
7. REFUSAL TO PICK UP
Contractor may opt not to pick up if a generator does not properly separate food waste materials or if the containers are inaccessible. At the time of refusal to make the pick-up, Contractor will issue, at his expense, a written notice to the generator, which contains instructions for the proper separation of food waste materials. The County must receive notification of this refusal within 24 hours of issuance to the generator.

If a generator receives two such notices within a period of 30 days, Contractor, after obtaining consent from the County Project Officer, may refuse all further pick-ups of food waste materials from that generator upon notice to the generator and the County Project Officer. Any replacement location shall be agreed upon jointly by Contractor and the County Project Officer.

8. PROCESSING CENTER
Contractor shall select a processing center for composting separated food wastes and get approval by the County Project Officer prior to delivery of any food waste to a particular center. Approval will be contingent on a facility’s compliance with federal, state, and local regulations. Disposal of collected food waste at a landfill, incinerator, or waste-to-energy facility is not an acceptable disposal method. All food waste materials collected from County buildings under this contract must be processed at the Processing Center. Title to food waste materials brought to the Processing Center shall be with Contractor, and Contractor shall have the responsibility for the proper processing and use of such food waste materials. Storage of food waste materials at the Processing Center shall be limited to that which can be properly contained pursuant to permits issued by the State. Contractor shall notify the County, in writing, not less than 30 days prior to any relocation of the food waste processing and composting center.

9. COMPENSATION FOR SERVICES
The County agrees to make monthly payments to Contractor within 30 days of receipt of each accurate invoice, including weights or volumes and collection records. Invoices should show each collection date, location, and weight collected from each location per visit. The weights are to be based on weighing of the containers at each collection at each location. If weight is to be estimated, weight samples shall be based on three weighings at each collection location with three containers full of food waste and other compostable materials.

Future weights are to be based on the volumes displaced during the three weighings. For example, if a full 20-gallon container weighs 180 pounds, then the weight per gallon is 9 lbs./gallon. That density would be used for future estimates.

From the date of execution of this amendment through the issuance of a formal Notice of Contract Amendment, the County agrees to pay $62.00 per ton of food waste collected, not including wash water added by the contractor, plus $3.65 per container per collection visit. Annual price adjustments shall not be applied to the charges for collection containers.

10. PROTECTION OF SEPARATED FOOD WASTES
The County agrees, with cooperation of the generators involved, to take such steps as reasonably may be necessary to protect Contractor’s ownership of all food waste materials placed at the designated area for collection by Contractor under the terms of this Agreement. Contractor may label the
containers to indicate that the containers are his property once set out for collection.

11. **PERMITS AND LICENSES**
Contractor, at his sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required to perform the work and services described herein, including but not limited to the collection of food waste materials and operation of the Processing Center for those materials.