

City of Annapolis Budget Revision Request

Department: _____

Control number _____

Public Works/Residential Refuse

Date 26-Feb-2016

Account Name Only	Transfer FROM	Transfer TO
SW Res - Contract Services	9,490.00	
SW Res - Overtime		9,490.00

The collection of street cans on weekends has been removed from the contract obligation for Bates Trucking Co., effective March 1, 2016. The collection of street cans on weekends will be performed by existing Public Works employees.

Approved for Financial & Accounting Sufficiency:

Finance Director



Department Director

Approved by:

Mayor

Finance Committee

City Council

City Manager

**CITY OF ANNAPOLIS AMENDMENT NO. 1
TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT is made this _____ day of _____, 2016 (the "Amendment"), by and between the City of Annapolis, a municipal corporation of the State of Maryland ("City"), and **Bates Trucking Company, Incorporated**, a Maryland corporation, its successors and assigns (collectively, the "Bates").

WHEREAS, by Agreement dated October 10, 2012 ("Agreement"), the City engaged Bates for the collection of and proper delivery of refuse, recycling and yard waste; and

WHEREAS, both parties now desire to amend the Agreement.

NOW THEREFORE, the parties hereto mutually agree for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and agreed as follows:

1. Paragraph 10 of the Agreement shall be amended such that the City shall assume the responsibility for Street Can collection on Saturdays and Sundays commencing March 1, 2016 throughout the remaining Term of the Agreement. Bates shall retain responsibility for Street Can collection on Mondays through Fridays throughout the remaining Term of the Agreement. Paragraph 33 and Exhibit G shall be amended so that the annual compensation to be paid by the City to Bates for the Street Cans shall be reduced by Twenty-Seven Thousand Four Hundred Fifteen Dollars and Eight Cents (\$27,415.08) per year for the remaining Term of the Agreement, and as further reflected in Bates's proposal dated January 11, 2016.
2. Paragraph 7 of the Agreement shall be amended such that Bates shall collect non-metal Bulky Items on scheduled residential trash days, i.e. Monday, Tuesday, Thursday and Friday, or on alternate schedules due to holidays and weather interruptions, at no additional charge, cost or expense to the City. Bates shall continue collecting metal Bulky Items on Wednesdays.
4. All other terms and conditions of the Agreement, including the e-waste/e-cycling collection program, shall remain unchanged and in full force and effect.
5. This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

WITNESS:

BATES TRUCKING COMPANY, INC.

By: _____
Name: _____ (Seal)
Title: _____

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director
Finance Department

Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:

David Jarrell, Director
Department of Public Works

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY