

MEMORANDUM OF AGREEMENT AMENDMENT

Project Name: Recovery of Used Building Materials

Contractor: RE Sources

Agreement No.: SVC005

Address: 2309 Meridian Street

Amendment Date: July 20, 2008

Bellingham, WA 98225

Amendment No.: 1

AMENDMENT REQUESTED BY

DNRP Solid Waste Division

Organization

Kevin Kiernan

Name

Division Director

Title

AMENDMENT EFFECTS

- Change of Scope
- Method of Payment
- Time of Performance
- Compensation
- Terms and Conditions
- Results of Services
- Other

Agreement Amendment Description

The Recovery of Used Building Materials Memorandum of Agreement is being amended to extend the period of the agreement for one additional year and to allow the occurrence of additional transfer station collection events.

Replace sections 3A (Duration of Contract), 4 (Items to be Recovered), 6 (Method of Recovery –Transfer Station Special Collection Events), 7 (Timeframe), and 9 (Ownership of Items) of the original memorandum of agreement with revised sections 3A,4 6, 7, and 9 included as Attachment A.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.

King County, Washington

By

Kevin Kiernan, Division
Director

Solid Waste Division
For

Ron Sims, King County
Executive

Date

Contractor

By Robyn du Pre

Title Executive Director

Date

ATTACHMENT A: Amended Sections

3. DURATION AND PURPOSE OF AGREEMENT

- A. The Memorandum of Agreement commenced July 20, 2007 and shall terminate July 20, 2009. The Memorandum of Agreement is being amended and extended for one additional year with the option to amend and extend the Agreement for one more one-year term, by mutual agreement of the parties.

4. ITEMS TO BE RECOVERED

RE Sources agrees to accept from King County selected waste building materials scheduled for disposal throughout the duration of this Agreement. King County, in its sole discretion, will identify the building materials ready for disposal from internal King County projects that are subject to this Agreement. RE Sources will then have the discretion to choose which waste building materials it will take for recycling/reuse from those internally generated waste building materials identified by King County as subject to this Agreement. "Waste building materials" may also include furnishings, fixtures, and entire building structures that would otherwise be disposed of. RE Sources will have the discretion to choose which building materials it will take for recycling/reuse at transfer station recycling events.

Waste building materials collected by Re Sources must be at least 90 percent reusable/recyclable waste. This means that 90 percent of the material can be recovered and reused or transformed into a reusable product or put to a beneficial use. It may consist of a single type of reusable/recyclable material or a mixture of two or more types of reusable/recyclable material.

Waste building materials collected by RE Sources shall be considered to be "Pure Loads of Recyclable Construction, Demolition, Land Clearing Waste."

6. METHOD OF RECOVERY –TRANSFER STATION SPECIAL COLLECTION EVENTS

At the sole approval and direction of King County's designated representative for each transfer station special collection event, RE Sources will have staff on-site for the duration of the event to designate which materials RE Sources will accept for reuse/recycling. RE Sources will load and remove collected building materials from the transfer station no later than two hours after the close of the event.

RE Sources crews will not interfere with the operations of King County staff or King County contractors.

Transfer station events are currently in the pilot phase and a schedule will be developed based on the success of initial events. The contractor should be prepared to provide 10 – 12 weekend transfer station events during the one-year duration of this Agreement amendment with the possibility of providing additional events if mutually agreed upon by both parties. Collection events may occur at one or more County transfer stations or additional locations, if mutually agreed upon by both parties.

7. TIMEFRAME

Each internal King County project will operate as directed by King County's designated representative for each project. When King County's representative notifies RE Sources that materials are available, RE Sources must respond within 72 hours, excluding weekends, unless other arrangements are made in advance and approved by King County. "Respond" means that RE Sources or its designated subsidiary/agent must either state they are not interested in recovering the materials, or look at the materials and take what they want.

A transfer station special collection events schedule for the contracted year will be mutually agreed upon within 30 days after the effective date of this Agreement. Notification of any changes to the agreed upon schedule shall be provided no less than thirty days prior to the scheduled event.

9. OWNERSHIP OF ITEMS

While building materials are on the King County jobsite or at a transfer station, those items are still under the ownership and control of King County. RE Sources will be considered the owner of the waste and/or recovered building materials as soon as it removes the items from the jobsite or transfer station property. Neither King County nor RE Sources will make payments to each other for the removed items. RE Sources may sell the recovered materials at its store and use the net proceeds to support its community and environmental programs.