

**AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR BETWEEN THE COUNTY OF SANTA BARBARA AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

The County of Santa Barbara, a political subdivision of the State of California (hereafter "**COUNTY**") and Clean Harbors Environmental Services, Inc. (hereafter "**CONTRACTOR**") are parties to an **AGREEMENT** that commenced on July 1, 2012 and has an end date of June 30, 2015.

CONTRACTOR provides services under the **AGREEMENT** including, but not limited to: categorizing, loading, transporting, treating, storing, preparing, recycling, and disposing of the materials collected, including Program Products as more fully described in the **Amended Scope of Work** attached to this **AMENDMENT** as Exhibit A.

The **AMENDMENTS** to the **AGREEMENT** set forth below become effective as soon as this **AMENDMENT** is executed by all parties and shall end no later than the June 30, 2015 end date, unless otherwise directed by **COUNTY** or unless earlier terminated.

RECITALS

WHEREAS, Assembly Bill 1343 (hereinafter "AB1343") was signed into law on September 28, 2010 establishing the Architectural Paint Recovery Program (hereinafter "APRP") which required the paint manufacturers to develop a product stewardship program for left over or unused latex and oil based paint (hereinafter "Program Products"); and

WHEREAS, pursuant to AB1343, the costs associated with the transportation and disposal or recycling of Program Products will be covered by a pooled fund of fees charged to the consumer at the checkout counter when new paint is purchased; and

WHEREAS, the paint manufacturers, through the American Coatings Association, created PaintCare Incorporated, a non-profit organization (hereinafter "PaintCare"), to administer the APRP; and

WHEREAS, **CONTRACTOR** has a separate agreement with PaintCare to receive reimbursement for costs associated with the transportation and disposal or recycling of Program Products; and

WHEREAS, **COUNTY** and **CONTRACTOR** have negotiated a pricing methodology for reasonable compensation; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree to amend the AGREEMENT as follows:

1. Section 30 entitled "DEFINITIONS," including the following three definitions, is added to the AGREEMENT:

30. DEFINITIONS

- 30.1 "PaintCare Program Products" mean the materials described in Attachment A2 , which is incorporated by reference as if set forth in full.
- 30.2 "Bulking" means opening individual cans of paint and combining the latex paint into separate 55 gallon drums marked "Latex Paint" and the oil-based paint into a separate 55 gallon drum marked "Oil-Based Paint."
- 30.3 "Collection Containers" are containers provided by or approved for use by PaintCare or its contractors to hold and transport Program Products.

2. Section 3 of the AGREEMENT entitled "SCOPE OF SERVICES" is hereby amended as set forth in the AMENDED SCOPE OF SERVICES, attached hereto and incorporated by reference as **Exhibit A**.

3. Section 5 of the AGREEMENT entitled "COMPENSATION OF CONTRACTOR" is hereby amended as set forth in the AMENDED PAYMENT ARRANGEMENTS, attached hereto and incorporated by reference as **Exhibit B**.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair
Board of Supervisors

Date: _____

CLEAN HARBORS [CONTRACTOR]

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

By: *William B. Hallam*
Tax ID Number: 04-2698999

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: *Mona Miyasato*
Deputy County Counsel

By: *Kate Roth*
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: *Ray Aromatorio*
Risk Manager



EXHIBIT A

AMENDED STATEMENT OF WORK

The performance of these services shall be in full compliance with all applicable Federal, State, and local laws, rules, regulations, and orders, including but not limited to the Resource Conservation and Recovery Act, OSHA, and regulations, rules, and orders of the US Environmental Protection Agency, the US Department of Transportation, the State Department of Toxic Substances Control, and the California Highway Patrol.

The scope of work includes specific work elements described as follows:

A. Servicing permanent collection center and other solid waste facilities

1. General Operations

The County currently operates a Community Hazardous Waste Collection Center (CHWCC) available two days a week (Saturdays and Sundays) to residents and once a week (Fridays) to businesses.

The services required at this facility include, but are not limited to: categorizing, loading, treating, storing, preparing and providing transportation, recycling, and disposing of the materials collected. In addition, Contractor will provide the equipment, machinery, tools, materials, and labor to perform the work specified. Services will also include waste stream approval, assisting with shipping document preparation, analysis for quality assurance, and reporting requirements, including all hazardous waste manifests and bills of lading and all supporting documentation in accordance with applicable local, State, and Federal laws and regulations. Prior to payment of invoices, the Contractor shall submit copies of all completed inventories and manifests indicating final disposal of all waste.

The Contractor will be required to service the CHWCC every Monday, arriving between 11:00 a.m. and 2:00 p.m. due to facility storage constraints.

Waste collected will be transported and managed according to ATTACHMENT A1.

2. PaintCare Program Products

In addition to the services provided above, and in response to AB 1343, the following describes how the County and Contractor will perform under the Architectural Paint Recovery Program.

a. County will remove Program Products, as defined in the Amendment to Agreement from citizens' vehicles and place these Program Products in specific designated areas at the CHWCC. County staff will have the discretion to place Program Products in a Reuse Area for customer use.

b. Contractor will load Program Products only from specific designated areas from the CHWCC into Contractor's vehicles, trailers or movable storage containers for transportation and disposal or recycling off-site. Required reports will document Program Products separately from other materials received.

B. Contractor labor

Contractor labor may sometimes be required at the CHWCC to assist with sorting, packaging and bulking waste. Contractor labor is used primarily when the CHWCC staff takes scheduled vacations or is out due to illness, and because of staff turnover. This labor may be required on Saturdays, Sundays, and Mondays, as necessary, and Contractor should respond to a labor request within 48 hours.

C. Equipment and supplies

Contractor will provide additional packing and handling supplies, including asbestos bags, vermiculite, 55 gallon drums, 55 gallon drum liners, 8 mil visqueen, shrink wrap, packing tape, oil sorb, drum pumps, etc., as requested and paid for by County.

D. Temporary hazardous waste collection events

Contractor will be required to provide services for three one-day collection events. These events are scheduled for a weekend day in spring and fall at the Santa Ynez Valley Recycling & Transfer Station (SYVRTS) at 4004 Foxen Canyon Road, Los Olivos, CA 93441, and in the fall at the New Cuyama Transfer Station at 5073 Highway 166, New Cuyama, CA 93254.

During each event, residents can bring the legally allowed amount of HHW for collection and disposal (Department of Transportation regulations limit the transport of HHW to a maximum of 15 gallons of liquids or 125 pounds of solids per trip). Residents may make a maximum of three trips to each event. Conditionally Exempt Small Quantity Generators (CESQGs) may bring no more than 27 gallons or 220 pounds of material per event and are serviced by appointment on the collection day only. Small businesses are charged the cost of disposal and these fees will be collected at the collection events.

The Contractor shall provide an adequate number of qualified personnel capable of collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing and documenting the various hazardous waste materials collected during the events. Only personnel adequately trained in accordance with applicable laws and regulations will be allowed in the hazardous waste handling areas. During the collection events, the Contractor shall be responsible for having appropriate emergency personnel and equipment onsite. The County will provide personnel to verify participant residency, conduct surveys, and perform traffic control.

The County of Santa Barbara shall secure, with the assistance of Contractor, all necessary permits or documents and carry out any necessary interaction with the California Department of Environmental Protection, Division of Toxic Substances Control, required for permitting of temporary HHW collection facilities and/or sites.

Contractor will be responsible for the following procedure related to the temporary collection events that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 of the Public Resource Code.

1. Equipment and Supplies

Any supplies and equipment needed to perform the services associated with HHW events are provided by Contractor. Contractor will provide, and use as necessary, safety equipment through level B protection (SCBA, chemical-resistant clothing, gloves and hard hat). In addition, ample supplies of Tyvek™ and splash suits, protective boots, gloves and glasses will be available for all personnel. A minimum of level D protection will be worn in the restricted (exclusion zone) areas. All staff will be prepared to upgrade personal protective equipment as deemed necessary. This means that all staff

wearing level D will have respirators in preparation of a level C incident and the same for access to level B equipment by level C workers.

2. Operations Plan

Prior to starting work on this project, the Contractor will either meet with County personnel in person (or discuss by phone) for a pre-project coordination meeting. At that point, a firm timeline schedule will be prepared with specific responsibilities identified and key coordination/decision making points established. Following that meeting, a project specific Operations Plan and Health & Safety Plan will be submitted to the County for review. The Contractor's Program Manager for the collection program will be available throughout the contract to meet with the County to continually monitor the program progress and discuss changes, improvements or additions to assure the completion of the program.

3. Site Set-up

Contractor will set up the site in a manner that will best handle the anticipated traffic flow in a streamlined manner as well as provide for the safe collection of material. Physical barricades delineating the hot zone and other restricted areas will prevent unauthorized access to the site. The collection will be set up to allow for two receiving lanes, or more if location allows, enabling the unloading of up to four cars at a time. It is anticipated that two hours will be needed for site setup.

In all areas where materials will be bulked, a 28-mil hypalon liner will be laid down. Over this, and in all working areas including under each roll-off box, 8-mil polyethylene sheeting will be placed. Tents will be constructed over all areas where materials will be handled. When required, the tents will be secured with cement blocks to prevent damage to the asphalt or pavement.

Tables will be set up for staging material to be bulked. All tables will be covered with 8-mil polyethylene sheeting. Each roll-off box will be staged on the plastic and lined with 8-mil polyethylene liners. Empty drums and equipment will be staged in the appropriate work areas.

Safety equipment will be staged and checked to ensure it is in good working order. This includes eyewashes, fire extinguishers, spill cleanup kits, de-con stations, emergency air horns, appropriate PPE and wind direction indicator streamers. An employee break area will be setup with chairs, tables and coolers for water and other drinks. A hospital route map will be posted in the decon area. Appropriate signage and cones will be placed, directing participants to the unloading area. Bi-lingual signage will include directional arrows.

Contractor will open each collection event a half hour prior to the advertised opening. This prevents a build up of participants at opening time and provides an added level of customer service to these early participants.

4. Approving and Accepting Waste

Contractor will identify and classify as much material as possible using container identification marking. Participants will be asked to identify unlabeled containers. Containers with unknown contents will be directed to the HazCat area where the material will be identified. Following identification, Contractor personnel will transfer identified materials to the primary segregation area for subsequent packaging.

If unacceptable materials are identified, the Project Manager will inform a County representative for acceptance. Acceptance should be based on type of waste material, integrity of the container and reliability of the participant. Contractor will try to reduce the level of unknown waste material received at HHW events and when it is received, discourage unnecessary analysis and testing. When

possible, Contractor will make every attempt to communicate to the public the importance of having all materials properly labeled. All unknowns received are reviewed by the chief chemist. Visual HazCat methods should be implemented first to discourage further unnecessary handling. If formal HazCat methods are required, Contractor will use streamlined and scaled-down approaches to rapidly identify chemical characteristics to meet the profiling needs of the treatment facility.

5. Sorting of Collected Material

Contractor will sort the recyclable materials from the waste stream. Oil, antifreeze, latex paint and automotive batteries will be sent to the operating area for subsequent packaging. Contractor personnel will segregate all other material according Department of Transportation (DOT) hazard classes. Flammable materials will be set aside for bulking after the collection event, labpack materials will be placed in the labpack area, and all other materials will be sorted directly into the appropriate drum or yard box. Materials eligible for PaintCare's Architectural Paint Recovery Program will be placed in a specific designated area for subsequent loading, transportation and disposal or recycling off-site

6. Recycling

Motor oil, antifreeze, latex paint and automotive batteries will be packaged according to the recycling facility's specifications. Latex paint, antifreeze and motor oil will be bulked on-site prior to shipment. As they will be recycled, it is vital that they contain low levels of contaminants. As each container is opened, it will be evaluated for contamination, and suspect containers will be set aside to be bulked with flammable liquids. Cans will be poured and scraped clean of any residue. The empty can will then be recycled or discarded as municipal garbage.

7. Bulking

Contractor recognizes that bulk packaging of materials is often the most space and cost efficient packaging possible. Therefore, Contractor will bulk as much material as feasible on site in order to cut down on the number of drums produced, reducing both transportation and disposal costs to the County. "Bulky" items, solvents, gasoline, thinners, and other pourable flammable materials will be bulked into drums after the event is closed to the public as specified by permit by rule regulations. Additionally, many Non-RCRA materials are able to be bulked with the flammable liquids. These materials are then transported to a fuels blending facility.

8. Bulk Stream Profiles

Contractor has established bulk stream profiles for packaging incinerable HHW materials for shipment to the TSDF. These bulk stream profiles classify materials according to DOT and EPA hazard characteristics for easy segregation. The TSDF profiles are renewed annually with sample evaluation. These bulk stream profiles are being used for all of Contractor's household hazardous waste programs including load check activities. For most collected household materials, this bulk stream packaging is utilized in place of labpacking. This allows immediate packaging upon segregation as no material inventory is required. The quantity limits of this method are governed by drum performance as dictated by DOT. Therefore, greater volumes of material may be packaged per drum in a simpler fashion.

9. Labpacking

Material that does not conform to the bulk stream profiles will be labpacked following guidelines approved by the DOT and EPA, as well as the specific disposal requirements of the chosen TSDF facilities. If required by the TSDF facility, a material drum inventory sheet will be generated for each labpacked drum which includes columns for reporting labpack drum contents. Subsequent to filling each drum, the drum will be closed, labeled and staged for transportation. DOT approved containers that will be

used include 55 and 30 gallon metal 1A2/Y drums, 55/30/5 gallon poly 1H2/Y drums, 20 and 10 gallon fiber 1G/Y drums, and DOT approved 11G/Y cubic yard boxes.

10. Drum Labeling

As a drum is closed, it will be weighed and properly labeled for shipment. Labeling and marking will include the following:

11. Manifesting

Each drum is weighed prior to manifesting and transportation. As each container of waste is closed and weighed, it is issued a unique drum number that is written on the drum and entered onto a master drum list. The master drum list is used for recording each drum by size, type and weight as it is being staged for truck loading. This list is then used as the drums are loaded on the truck to ensure a proper drum count. Following truck loading, the master drum list is utilized to tabulate and enter the container weights for each line on the manifest. This data is entered into the computer for subsequent manifest printing. All manifesting will be done in accordance with State and Federal Regulations. Eligible recyclable materials will be shipped utilizing Bills of Lading. Once the shipping papers are prepared, they will be given to the County representative for review and signature. As much as possible, all collected materials will be manifested and transported directly to a final disposal facility. This prevents consolidation and repackaging of waste at a Storage facility that often results in delays in disposal and Certificates of Disposal.

12. Site Restoration

All debris, berms, tents, tables, cones, traffic equipment, and other miscellaneous items will be removed from the site at the close of all operations and completion of loading of waste materials collected. The restoration of the site should be completed within five hours of the collection event, in such a way that the site will be as clean as its observed condition immediately prior to the event. Contractor will meet with the County to inspect site restoration.

13. Event Data Reporting

Contractor will prepare a final report summarizing the details of the collection event activities, and include copies of manifests and bills of lading. This report allows the County to view collected volumes, the number of participants, and the disposition of collected waste. Contractor will also supply the County with a completed Form 303 for each event, as required by the California Department of Resources Recycling and Recovery (CalRecycle). Materials eligible for PaintCare's Architectural Paint Recovery Program will be recorded separately from other materials collected at each event.

E. Service parameters

1. Waste Management Specifications

In an effort to reduce program costs and the amount of hazardous waste being landfilled, the County encourages management practices that prioritize source reduction, recycling and treatment over landfilling as the preferred methods for handling the hazardous waste. Environmentally-sound incineration and hazardous waste landfill disposal are considered the least desirable disposal options. The County reserves the right to recycle, process and minimize, and consolidate as much waste as possible prior to shipment for final disposal.

2. Reporting Requirements

i. The County shall assist the Contractor in the manifesting of the waste to be collected and transported. The Contractor will assure all manifests comply with requirements of the California EPA, U.S. Department of Transportation, U.S. EPA, and permitted disposal facilities receiving the waste. The County agrees to sign all manifests prior to shipment.

ii. The Contractor is required to provide all profiles required for each waste stream.

iii. The Contractor or subcontractor is required to provide proof of proper disposal, recycling, or treatment of waste. Certificates of Destruction are not required.

iv. The Contractor is required to provide the information necessary for County staff to submit the annual Form 303s to the California Department of Resources Recycling and Recovery (CalRecycle).

v. The Contractor is required to submit a detailed invoice summarizing each load collected. The invoice shall include drum number, size, and type of waste for each manifest and/or bill of lading utilized.

3. Waste Transportation and Treatment

The Contractor shall be a licensed hazardous waste hauler pursuant to California Health and Safety Codes Section 25163 for the duration of the Agreement. It is the responsibility of the Contractor to provide proper placarding and assure vehicle weight limits are adhered to during the transportation of all wastes hauled for the County of Santa Barbara. The Contractor will maintain thorough documentation and proof of long-standing contractual relationships with the proposed primary and final recycling, treatment, and disposal facilities. All facilities used shall be fully permitted and approved as a hazardous waste TSDF.

ATTACHMENT A2

PAINTCARE PROGRAM PRODUCTS DEFINITION

1. "PaintCare Program Products" also referred to as "Program Products" means Architectural paint as defined in Cal. Public Resources Code § 48700 as follows:
 - a. "Architectural Paint" means interior and exterior architectural coatings, sold in containers of five gallons or less for commercial or homeowner use, but does not include aerosol spray paint or architectural coatings purchased for industrial or original equipment manufacturer use.
2. The following terms have the meanings indicated:
 - a. "Architectural Coatings" mean a coating recommended for field application to stationary structures and their appurtenances, to portable buildings, to pavements, or to curbs, but excluding adhesives and coatings recommended by the manufacturer or importer solely for shop applications or solely for application to non-stationary structures such as airplanes, ships, boats, and railcars.
 - b. "Industrial Maintenance Coatings" clearly labelled either (1) "For industrial use only" or (2) "For professional use only" or (3) "Not for residential use" or "Not intended for residential use" mean high performance architectural coatings, including primers, sealers, undercoaters, intermediate coats, and topcoats, formulated and recommended for application to substrates exposed to one or more of the following extreme environmental conditions in an industrial, commercial, or institutional setting:
 - i. Immersion in water, wastewater, or chemical solutions (aqueous and non-aqueous solutions), or chronic exposure of interior surfaces to moisture condensation;
 - ii. Acute or chronic exposure to corrosive caustic, or acidic agents, or to chemicals, chemical fumes, or chemical mixtures or solutions;
 - iii. Repeated exposure to temperatures above 102°C (250° F);
 - iv. Repeated (frequent) heavy abrasion, including mechanical wear and repeated (frequent) scrubbing with industrial solvents, cleansers, or scouring agents; or
 - v. Exterior exposure of metal structures and metal components.
 - c. "Original Equipment Coatings" mean coatings that are applied to a product or a component of a product in a factory, shop, or other structure as part of a manufacturing production, finishing or repairing process (e.g., original equipment manufacturing coatings);
 - d. "Speciality Coatings" mean coatings, defined by the Federated Society of Coatings Technology's Coatings Encyclopaedia as aerosols, arts and crafts, and automotive refinish coatings;

3. Program Products include the following non-exclusive listing of products in a maximum container of 5 gallons:
 - a. Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
 - b. Deck coatings and floor paints (including elastomeric)
 - c. Primers, sealers, undercoaters
 - d. Stains
 - e. Shellacs, lacquers, varnishes, urethanes (single component)
 - f. Waterproofing concrete/masonry/wood sealers and repellents (not-tar or bitumen-based)
 - g. Swimming pool paints (single component)
 - h. Metal coatings, rust preventatives
 - i. Field and lawn paints
4. Program Products excludes, without limitation, the following, regardless of container size:
 - a. Paint thinners, mineral spirits and solvents
 - b. Aerosol paints (spray cans)
 - c. Auto and marine paints
 - d. Art and craft paints
 - e. Caulking compounds, epoxies, glues, adhesives
 - f. Paint additives, colorants, tints, resins
 - g. Wood preservatives (containing pesticides)
 - h. Roof patch and repair
 - i. Tar and bitumen-based products
 - j. 2-component coatings
 - k. Deck cleaners
 - l. Traffic and road marking paints
 - m. Industrial Maintenance (IM) coatings
 - n. Original Equipment Manufacturer (OEM) (shop application) paints and finishes

EXHIBIT B

AMENDED PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,393,118, estimated at \$501,451 for year one, \$439,245 for year two, and \$452,422 for year three. There is no CPI scheduled for the three-year term of the contract. However, pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects pricing, CONTRACTOR will document such changes and approach the County to re-negotiate pricing.

B. 1. General Payment Provisions

Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in ATTACHMENT B1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

2. PaintCare Program Products

a. COUNTY shall compensate CONTRACTOR for labor associated with the loading of Program Products from the designated areas at the CHWCC into the CONTRACTOR'S vehicles, trailers or movable storage containers at the existing hourly rate provided in Attachment B1 entitled "Cost for Services."

b. CONTRACTOR shall incur all costs associated with the transportation and disposal or recycling of Program Products.

C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of ATTACHMENT B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.