

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

This **AMENDMENT** to the **AGREEMENT** is entered into by and between the:

COUNTY OF SANTA BARBARA, CALIFORNIA, hereinafter referred to as
“**COUNTY**”, and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., hereinafter referred to
as “**CONTRACTOR**”,

WHEREAS, **COUNTY** and **CONTRACTOR** have an existing **AGREEMENT** dated
June 20, 2017 for the transportation, management, recycling and disposal of hazardous waste
collected through County solid waste collection programs.

NOW, THEREFORE, IT IS AGREED as follows:

1. The **AGREEMENT** is amended to replace 1. **DESIGNATED REPRESENTATIVE** as follows:

Leslie Robinson at phone number (805) 882-3615 is the representative
of **COUNTY** and will administer this Agreement for and on behalf of
COUNTY. Jennifer McLaughlin at phone number (805) 914-1472 is
the authorized representative for **CONTRACTOR**. Changes in
designated representatives shall be made only after advance written
notice to the other party.

2. The **AGREEMENT** is amended to replace **TO COUNTY** in 2.
**NOTICES, AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR** as follows:

Leslie Robinson
Resource Recovery & Waste Management Division
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101

3. The **AGREEMENT** is amended to replace 4. **TERM** as follows:

CONTRACTOR shall commence performance on July 1, 2017 and
end performance upon completion but no later than June 30, 2022
unless otherwise directed by **COUNTY** or unless earlier terminated.

4. The **AGREEMENT** is amended to replace **Paragraph A** of **EXHIBIT B, PAYMENT ARRANGEMENTS** as follows:

This Amendment to the contract shall increase the contract amount by \$1,167,250 (\$575,000 for year four and \$592,250 for year five) and shall extend the contract for an additional two (2) years for a total of a five (5) year Agreement in a not-to-exceed amount of \$2,920,810.

5. The **AGREEMENT** is amended to replace **ATTACHMENT B1, SCHEDULE OF FEES** in its entirety.
6. Except as provided herein, the parties have executed this **AMENDMENT** to be effective on the date executed by **COUNTY**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shuba Mabwera
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 7-14-20

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

**CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.
(CONTRACTOR)**

By: Gary Burns
Authorized Representative

Name: Gary Burns

Title: Vice President

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor Controller

By: _____
Deputy

4. The AGREEMENT is amended to replace Paragraph A of EXHIBIT B, PAYMENT ARRANGEMENTS as follows:

This Amendment to the contract shall increase the contract amount by \$1,167,250 (\$575,000 for year four and \$592,250 for year five) and shall extend the contract for an additional two (2) years for a total of a five (5) year Agreement in a not-to-exceed amount of \$2,920,810.

5. The AGREEMENT is amended to replace ATTACHMENT B1, SCHEDULE OF FEES in its entirety.
6. Except as provided herein, the parties have executed this AMENDMENT to be effective on the date executed by COUNTY.

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

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:


By: _____
Deputy Clerk


By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

**CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.
(CONTRACTOR)**

By:  _____
Amber Holderness (Jun 11, 2020 12:52 PDT)
Deputy County Counsel

By:  _____
Authorized Representative

Name: Gary Burns _____
Title: Vice President _____

APPROVED AS TO FORM:
Ray Aromatorio, ARM, AIC
Risk Manager

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor Controller

By:  _____
Risk Management

By:  _____
Deputy

EXHIBIT B

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

- A. This Amendment to the contract shall increase the contract amount by \$1,167,250 (\$575,000 for year four and \$592,250 for year five) and shall extend the contract for an additional two (2) years for a total of a five (5) year Agreement in a not-to-exceed amount of \$2,920,810.00
- B. 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 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.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED 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 for satisfactory work within thirty (30) days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.

**ATTACHMENT B1
AMENDED SCHEDULE OF FEES**

These rates include the container, transportation and disposal. Mobilization and labor are additional.

Permanent Collection Events

If your firm manages wastes other than those listed, please attach costs as a separate sheet.

	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum	6-20 Gallon Drum	5 Gallon Drum	Cost/Lb.	NOTES
CRT's						No charge	
Non-Covered Electronics						\$0.25	per pound
Flammable Liquids/Solids	\$717	\$247	\$184	\$145	\$105		
Bulked Flammable Liquids		\$126					
Oil-Base Paints – Loosepack	\$394	\$158					
Oil-Base Paint – Bulk		\$173					
Poisons (Excluding Aerosols)	\$717	\$247	\$184		\$110		
Reactives and Explosives			\$358		\$173		
Inorganic Acids		\$247	\$189		\$110		
Organic Acids		\$247	\$189		\$110		
Inorganic Base		\$247	\$189		\$110		
Organic Base		\$247	\$189		\$110		
Neutral Oxidizers		\$273	\$189		\$122		
Organic Peroxides			\$383		\$173		
Oxidizing Acids		\$273	\$189		\$122		
Oxidizing Base		\$273	\$189		\$122		
PCB-Containing Paint		\$551	\$386		\$168		
Other PCB Wastes		\$551	\$386		\$168		
Corrosive Aerosols	\$630	\$247	\$189		\$110		
Flammable Aerosols	\$630	\$247	\$189		\$110		
Poison Aerosols	\$630	\$247	\$189		\$110		
Antifreeze		\$142					
Lead Acid Batteries (non Auto)		\$150	\$105				Intact Auto batteries are no charge
Fluorescent Bulbs						\$1.05	per pound
Compact Fluorescents		\$441	\$309		\$105		includes other lamp types
Latex Paints – Loosepack	\$294	\$152	\$107				
Latex Paints – Bulk		\$173	\$122				
Motor Oil/Oil Products		\$131	\$105				
Oil Filters		\$121	\$95				
Mercury (Element/Compound)		\$1,103	\$788		\$368		
Mercury (Manufactured)		\$1,103	\$788		\$368		
Medical Waste		\$317	\$237		\$149		
Household Batt. - Recycled						\$0.89	excludes lithium & mercury batteries
Household Batt. - Landfilled		\$210	\$147		\$110		
Non-RCRA Solids	\$717	\$247	\$184		\$110		
Photochemicals		\$239	\$168		\$79		
Rx (Medicines)	\$717	\$247	\$184		\$110		
Propane Cylinders (< 3gal size)		\$394	\$278		\$79		

ADDITIONAL STREAMS	Cubic Yard Box	55 Gallon Drum	30 Gallon Drum		5 Gallon Drum	Cost other	
Propane cylinders (small & medium size)						\$16 each cylinder	3 to 5 gallon size
Fire Extinguishers						\$5.30 each cylinder	
Fertilizers		\$378	\$263		\$121		
PCB Ballasts for reclaim		\$394	\$273		\$121		
Asbestos	\$446	\$189	\$142		\$57		
Lithium Batteries					\$149		includes lithium & mercury batteries
Sharps		\$289	\$216		\$110		
Empty Drums		\$34	\$28		\$21		
Liquid/ Sludge Waste- Landfill		\$210	\$147		\$63		
Isocyanates		\$455	\$341		\$147		
Bulked corrosives-Incineration		\$261	\$183		\$85		
Fuse					\$121		

The cost for 6-20 gallon drums is 60% of the 55 gallon rate, if not otherwise quoted.

Permanent Collection Center Contract Labor

Contract labor should be capable of collecting, sorting, inspecting, identifying, and packaging hazardous waste. Only personnel adequately trained in accordance with applicable laws and regulations will be acceptable.

Personnel cost per hour		Rate	UOM
	Field Supervisor	\$ 49	Hour
	Chemist	\$ 46	Hour
	Technician	\$ 44	Hour

Transportation charge	Stop Fee (pick-up volume less than 10 drums): \$221

Any additional information:

Permanent Collection Center Supplies

Listed below are supplies frequently needed at the CHWCC. Please indicate the price by quantity for each material. A second column is provided if the material is offered at a second quantity that might better serve the program.

	Price per quantity	Additional price per quantity
Asbestos Bags, Roll	\$57.00	
Vermiculite, Bag	\$56.00	
55 Gallon Drum	\$0.00	Price Included in Disposal
55 Gallon Drum Liners, ea	\$1.38	
Visqueen - 8 mil	\$119.00	
Packing Tape	\$12.00	
Shrink Wrap	\$16.00	
Oil Sorb	\$13.00	
Drum Pump	\$15.00	

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Temporary Collection Events

If your firm manages wastes other than those listed, please attach costs as a separate sheet.

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Isocyanates		\$455	\$341		\$147		
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Fuse					\$121		

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Temporary Collection Center Mobilization/Labor

Mobilization Costs

0-100 cars	\$4,200
101-200 cars	\$6,590
201-300 cars	\$9,240
301-400 cars	\$11,290
401-500 cars	\$13,650

Mobilization costs include mobilization equipment, supplies and all labor associated with performing collection event.

Vacuum Truck Service Costs

Please list the type of vacuum truck services your firm provides and the cost to service by quantity.

Waste Material	500 Gallon Drum	55 Gallon Drum	1,000 Gallon Oil Trap
Motor Oil-recycle	Case by case	\$131 drum	Case by case
		Require 10 drums	
		Min for vac truck	