

EXHIBIT B

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

A. This Amendment to the contract shall increase the contract amount by \$1,164,036 (\$557,636 for year four and \$606,400 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 \$2,709,154.

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.