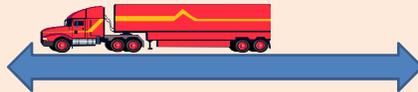




PaintCare Indirect Contract

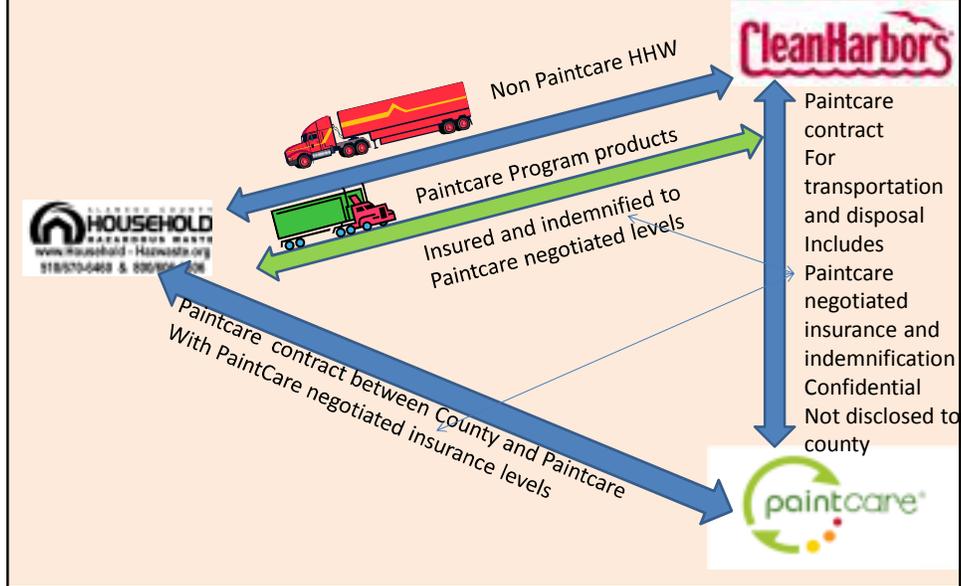
Bill Pollock
Program Manager
Alameda County HHW program
Bill.Pollock@acgov.org

Pre Paintcare

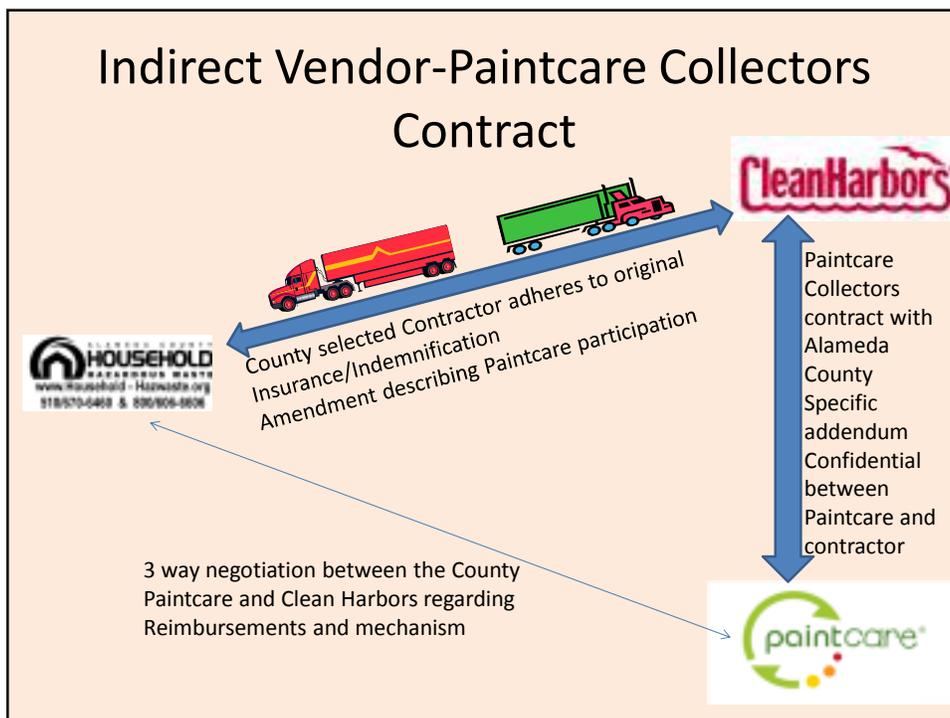


Contract includes protection for the county via umbrella Insurance / Indemnification policies covering pollution liability arising from transportation and disposal including actions by subcontractors

Direct Paintcare Contract



Indirect Vendor-Paintcare Collectors Contract



Negotiations

- Standard PaintCare
 - Trans, disposal & packaging at no cost to the County
- HHW program – PaintCare negotiated add - ons
 - reimbursement for bulking expenses
 - 1.4+ spec drum for bulked flammables
 - 1 hr labor per bulk drum
 - Ability to use local recycler for some latex paint
 - Cash reimbursement for bulking related expenses
- 3 Way negotiation of reimbursement mechanism
- Cash to County received as a credit against disposal bill.
- Paintcare pays Clean Harbors - C-H credits county

Contract

- Clean Harbors - Paintcare contract for T,D&Pkging
 - CH-Paintcare Alameda County HHW specific collectors agreement with Paintcare
 - Only possible because CH labor is on County site
- Alameda County HHW – CH contract Amendment

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made by the County of Alameda ("County") and Clean Harbors, Inc., ("Contractor") with respect to that certain agreement entered by them on December 30, 2008, that certain First Amendment to Contract, entered into in January 2011 and that Second Amendment, entered into in December 2012 (collectively referred to herein as the "Contract") pursuant to which Contractor provides hazardous waste transportation and disposal services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County ("Effective Date").
3. Contractor has an agreement with PaintCare to provide services as part of the of the architectural paint recovery program codified by Public Resources Code 48700 et seq and administered by PaintCare (PaintCare Collection).
4. The County authorizes Contractor and Contractor agrees to participate at all Alameda County Household Hazardous Waste Program paint collection locations and events as part of the PaintCare Collection. Contractor is further authorized to enter into an agreement with PaintCare for all eligible or qualifying products ("Program Products") collected at or through Alameda County Household Hazardous Waste Program(s).
5. Contractor shall not charge County for its participation and collection at Alameda County Household Hazardous Waste Program(s) as part of PaintCare Collection, Contractor shall not charge County for any PaintCare Collection Program Products, even if identified in Exhibit B and previously charged.
6. Contractor shall supply packaging materials for PaintCare Collection Program Products at no charge to the county including but not limited to:
 - Roll off boxes with liners and bracing materials,
 - 55 gallon 1A2 1.2 SG drums for loosepacking
 - 55 gallon 1A2 1.4 SG or better drums for bulking

Other packaging material as agreed upon and in compliance with DOT regulations. Packaging materials may be delivered in advance or in arrears, as mutually agreed upon between the County and Contractor

1. Contractor shall reimburse the County for bulking labor in the form of a credit against the County's bill in the amount of 1 hour's temporary laborer time for every drum of PaintCare Collection Program Product bulked.
2. Contractor shall reimburse the County \$ 36.00 in the form of a credit to the County's monthly bill, for every drum of PaintCare Program Product bulked to reimburse the County for expenses such as consumable PPE & empty can disposal.
3. All insurance and indemnification provisions of the Contract shall apply to the PaintCare Collection by Contractor.
4. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

Cost Savings

- Contract started July 1 2013

2012 1 st 6 months Pre Paintcare 15,441 HH			2013 1 st 6 months Post PaintCare 16,088 HH		
			HHW	Paintcare	Misc
Oil Based Paint roll off	1	\$9,058		5	
Oil Based Paint Bulk	391	\$95,013		56	\$ 3,599.12 Credit for Bulking labor & exp
PRM 55 gal drums	200	\$31,600	222	33	
OBP/PRM in Meter ³ bx	41	\$19,720	26	27	
Latex paint in Roll Off	7	\$62,160		16	
Bulked Latex	105	\$18,375		6	\$ 384.72 Credit for Bulking labor & exp
		\$235,926	\$47,296		~ \$188,630 savings

Santa Clara County

Rob D'Arcy :

“I was going to tell them the amount of money we saved, a copy of the amendment language with PSC and how seamless the program works for us. Most of the burden is on PSC. We have not moved toward the Reuse reimbursement yet but anticipate that when our new San Jose facility opens.”

“We are also on track to save almost \$350,000 in the first year of the program.”

ROOSEVELT BALLBOON WASTE
AND
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR
PROGRAM

REGISTRATION
NUMBER
00010323 EDO143

SECOND AMENDMENT
TO THE
AGREEMENT FOR SERVICES

County of Santa Clara
Department of Environmental Health
Wastewater Discharge Permit Program

Site Address:
1550 Bayshore Drive Suite 100
San Jose, CA 95128-2750

February 7, 2014