

**THIRD AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001636
WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

This Third Amendment to Agreement number F001636, dated March 27, 2018 (“Agreement”) is made as of this _____ day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation (“City”), and Clean Harbors Environmental Services, Inc. (“Contractor”).

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide ammunition disposal service as may be needed to Santa Rosa Police Department, as previously amended.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term for one year with a 12% increase in unit cost and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **BILLABLE RATES, PAYMENT TO CONTRACTOR**

Exhibit B-1 to the Agreement is replaced by Exhibit B-2 attached hereto and incorporated by reference. Section 5 (a) is hereby amended to read as follows:

“a. Billable Rates. Contractor shall be paid for the performance of services, as set forth in Exhibit B-2.”

2. **TERM, SUSPENSION, TERMINATION**

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional one year.

3. **COMPENSATION**

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$40,000 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the

total sum of \$125,000. The Chief Financial Officer is authorized to pay all proper claims from Charge Number 170506-5321.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Clean Harbors Environmental Services, Inc

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Amit Nagpal

Title: Vice President Operations

By: _____

Print Name: Michael R. McDonald

Title: Assistant Secretary

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: Chris Rogers

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

_____06510168_____

Attachment:

Exhibit B-2 – Compensation Schedule

Amendment to General Services Agreement
Form approved by the City Attorney 8-8-14

EXHIBIT B-2 COMPENSATION SCHEDULE

Solid Waste Ammunition Disposal (effective 03/27/2022)

Item	Description	Rate
1	Hourly Rate	\$72.80/hr onsite/person
2	After Hour Rate	Not Applicable
3	Overtime Rate	\$109.20/hr onsite/person
4	% Mark-up on Parts/Supplies	15% or as below
5	New steel drums for packaging	\$100.80 Each
6	Pickup Truck	\$140 per day
7	Mobilization of packing crew	\$280/each
8	Transportation of ammo to Colfax, LS	\$11,072.32 per load
9	Disposal of ammunition (510lb minimum per shipment)	\$7.56/lb
10	Forklift	\$694.40 per day
11	Fuel/Recovery fee	10% of the total invoice
12	CARRAA (California Road and Repair Accountability Act of 2017)	2% of the total invoice
	*Clean Harbors will dispatch 2 Chemists to complete the packing	