## **FORSYTH COUNTY**

## **BOARD OF COMMISSIONERS**

MEETING DATE	: JUNE 9, 2014	AGENDA ITEM NUMBER: 7	
SUBJECT:	RESOLUTION AUTHORIZING EXECUTION OF BETWEEN FORSYTH COUNTY AND CLEAN SERVICES, INC. DBA SAFETY KLEEN COR MATERIAL, RELOCATION OF DRY CLEANING AREA, AND AIR QUALITY MONITORING (GENERAL SERVICES DEPARTMENT)	N HARBORS ENVIRONMENTAL PORATION FOR REMOVAL OF TOX	IC
COUNTY MA	ANAGER'S RECOMMENDATION OR COMME	NTS: Recommend Approval	
SUMMARY OF INFORMATION:			
See	e attached		
ATTACHMENTS	: X YES NO		
SIGNATURE:	J. Kludley Clatto, is. Colh COUNTY MANAGER	DATE: June 4, 2014	
	0		

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AGREEMENT BETWEEN FORSYTH COUNTY AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. DBA SAFETY KLEEN CORPORATION FOR REMOVAL OF TOXIC MATERIAL, RELOCATION OF DRY CLEANING EQUIPMENT, REMEDIATION OF AREA, AND AIR QUALITY MONITORING (GENERAL SERVICES DEPARTMENT)

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached contract amendment between Forsyth County and Clean Harbors Environmental Services, Inc. dba Safety Kleen Corporation increasing the amount to not exceed \$51,235.97 for removal of toxic material, relocation of dry cleaning equipment, remediation of area, and air quality monitoring, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

Adopted this the 9<sup>th</sup> day of June 2014.

NORTH CAROLINA )	
)	AMENDMENT TO AGREEMENT
FORSYTH COUNTY )	

THE AGREEMENT, made and entered on March 4, 2014, by and between Forsyth County, North Carolina (the "County") and Clean Harbors Environmental Services, Inc. dba Safety Kleen Corporation (the "Provider"), is hereby amended, effective April 21, 2014, by the County and the Provider as follows:

Article III of the Agreement is hereby deleted, and the following shall be added as Article III:

## Article III

As full compensation for the Provider's services, the County agrees to pay the Provider the amount not to exceed Fifty-One Thousand Two Hundred Thirty-Five Dollars and 97 Cents (\$51,235.97). Total payments under this contract are not to exceed Fifty-One Thousand Two Hundred Thirty-Five Dollars and 97 Cents (\$51,235.97) during contract period ending June 30, 2014.

In all other respects, the Agreement as amended remains unchanged and in full force and effect. The Agreement is attached hereto and incorporated by reference, except as amended herein.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By:

**PROVIDER** 

By: <u>Buan Chernyer</u> Tax Id. No. <u>@4-2698999</u>

Forsyth County Received: MAY 09 2014

General Services Administration Contract #2014-0347-01: Safety Kleen - LEDC Dry Cleaning Equipment

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

5/14/2014

Date

Bac 1, Juhn.
Director of Finance