

ORIGINAL

Clean Harbors Environmental Services, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3088

THIS FIRST AMENDMENT to that Agreement for Services #3088 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Clean Harbors Environmental Services Inc., a Massachusetts corporation duly qualified to conduct business in the State of California, whose principal place of business is 42 Longwater Drive, Norwell, Massachusetts 02061, whose local address is 1745 Cebrian Street, West Sacramento, California 95691, and whose mailing address is Post Office Box 9149, Norwell, Massachusetts 02061 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide household hazardous waste collection, transportation, processing, disposal, and associated services for the Environmental Management Department pursuant to Agreement for Services #3088, dated September 14, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to clarify specific services to be performed, collection details, and Contractor's staff required for household hazardous waste (HHW) events, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to include new waste profiles and rates and potential future rate additions as necessary, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A, Amended Disposal Costs**;

WHEREAS, the parties hereto desire to amend the Agreement to update County notice recipients, amending **ARTICLE XIII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide all equipment, materials, personnel, and services necessary to collect, transport, process, and dispose of household hazardous waste (HHW) from the following locations in County: (1)

Western El Dorado Recovery Systems, Inc. (WERS), 4100 Throwita Way, Diamond Springs, California 95619; (2) El Dorado County Union Mine Disposal Site, 5700 Union Mine Road, El Dorado, California 95623; (3) El Dorado Hills Fire Station, 3670 Bass Lake Road, El Dorado Hills, California 95762; and temporary event sites located throughout County as designated by County's Contract Administrator, or designee. Unless as otherwise specified by County's Contract Administrator, or designee, Contractor's on-site arrival time for both regular and temporary collection events shall be between 7:45 a.m. and 8:00 a.m.

Unless as otherwise directed by County's Contract Administrator, or designee, for all regular HHW Collection Events located at the El Dorado Hills Fire Station listed above, as well as County's temporary HHW Collection Events at various locations throughout County, Contractor shall provide collection and transportation services to County on the day of the event. The specific services for each assignment shall be determined at a pre-service meeting, telephone conference, or by email between County's Contract Administrator, or designee, and Contractor.

For HHW Collection Events where Contractor is required to provide collection services on the day of the event, and in addition to the truck and driver for these events, Contractor shall provide a Chemist to be present for the duration of the HHW Collection Events. County accepts and agrees that for any HHW event performed by Contractor, there will be additional costs for Contractor's Chemist to be onsite, which are in addition to the truck and driver time. The Chemist shall be onsite to ensure that all HHW collected during the events is packaged according to Contractor's guidelines and procedures. Further, this will ensure that all HHW collected at the HHW Collection Events will be transported offsite on the day of the event without the need for individual drum and yard-box packing lists. The Chemist shall be onsite and at County's direction, provide the following services: assist with the physical collection of HHW items during operating hours of the event; offer guidance and direction to the sorting and packaging of HHW items collected, and ensure that all HHW items collected are transported on the day of the event in a timely manner.

Contractor shall provide all drums, boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, vehicles, and other equipment and materials necessary to properly collect, transport, process, and dispose of HHW.

Contractor shall properly prepare all required manifests, related shipping documents, land disposal restrictions, certificates of destruction, and summary reports for each HHW shipment. When possible, Contractor shall prepare all shipping documents that are required to collect and transport HHW on the day of the event prior the HHW Collection Event operating hours. Contractor shall provide copies of manifests, shipping documents, land disposal restrictions, and certificates of destruction to County immediately following the HHW Collection

Event. Contractor shall correct all errors and discrepancies, and make subsequent notifications to State and Federal regulatory agencies as required. Contractor shall submit proof of proper treatment and/or disposal to County following the ultimate disposition of the waste.

In the event that Contractor cannot transport all HHW collected on-site during an event at the El Dorado Hills Fire Station location on the same day due to limited hauling capacity of Contractor's truck, Contractor shall pick up any remaining HHW no later than seven (7) calendar days from the day of the HHW Collection Event. If full or partially full containers must be left at the collection site the day of the event due to limited capacity, Contractor shall coordinate with County and priority transport shall be given to HHW streams with greater risk to life, environment, and property.

Contractor shall provide training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations for all new County employees or County employees newly assigned to the HHW program. Upon request of County's Contract Administrator, or designee, Contractor shall provide one (1) eight (8) hour training session annually for the duration of this Agreement for existing County employees.

All services, training, and materials provided by Contractor shall comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), California State Department of Transportation, and any other applicable regulatory agency requirements. Contractor shall ensure that all personnel working under this Agreement shall have received training appropriate to their assigned tasks and that the training is current.

Contractor shall provide the removal and transportation of all hazardous waste received at any of County's HHW Collection Events to licensed Hazardous Waste Recycling Treatment Storage or Disposal Facilities (TSDFs), and shall provide proof of transportation to County on the day of the event, or immediately thereafter. Wherever possible, hazardous waste shall be recycled, or if not possible, treated or incinerated. If recycling, treatment, and incineration are not available alternatives, then, and only then, Contractor may arrange for the landfilling of HHW. County hereby agrees that all Hazardous Waste Manifests for such removal, transportation, and disposal shall bear the name of County as generator of the waste, and shall be signed by Contractor as an authorized representative of County. Contractor shall dispose in the aforementioned manner of all HHW received at the Permanent HHW Collection Facilities or temporary event sites in accordance with all applicable federal, state, and local laws and regulations. Contractor shall remove such HHW in a reasonable and cost-effective manner consistent with the other provisions of this section. Contractor shall determine the TSDFs to be used for recycling, treatment, incineration, or disposal of such HHW, and shall use such TSDFs for such purposes unless

otherwise directed by County, or unless uncontrollable circumstances require use of an alternative TSDF. Notwithstanding any of the foregoing, Contractor shall obtain the prior written approval from County's Contract Administrator, or designee, before landfilling any HHW.

II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the period beginning September 14, 2018, the effective date of the Agreement, and continuing up to the effective date of this Amendment, for the services provided herein, the billing rates shall be in accordance with Exhibit A marked "Disposal Costs," incorporated herein and made by reference a part hereof. The rates specified in Exhibit A include all costs necessary to properly collect, transport, process, and dispose of the HHW collected by Contractor.

For the period beginning with the effective date of this Amendment, and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Disposal Costs," incorporated herein and made by reference a part hereof. The rates specified in Amended Exhibit A include all costs necessary to properly collect, transport, process, and dispose of the HHW collected by Contractor.

Annual Consumer Price Index (CPI) increases will be allowed after the first twelve (12) months, upon written approval by County, and with sixty (60) days advance written notice. CPI increase requests shall include documentation substantiating the increase.

The total amount of this Agreement shall not exceed \$300,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Tom Meyer
Administrative Analyst

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

III. **ARTICLE XIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Environmental Management Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Greg Stanton, REHS
Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:


Clean Harbors Environmental Services, Inc.
Post Office Box 9149
Norwell, Massachusetts 02061

Attn.: General Counsel (Urgent Contract Matter)

or to such other location as Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #3088 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Department Concurrence:

By: 
Greg Stanton, REHS
Director
Environmental Management
Department

Dated: 10/24/19

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #3088 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.--

By: _____

Dated: 10/23/2019

Thomas F. Fay III
District Vice President
"Contractor"

Clean Harbors Environmental Services, Inc.

Amended Exhibit A

Amended Disposal Costs

Waste Type	Disposal Method	Unit Size	Unit Charge
Acids, Inorganic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Acids, Organic Lab Pack	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Aerosols, Flammable Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Aerosols, Non-Flammable, Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Aerosols, Poisons and Corrosive, Lab Packs	Incineration	5-gal	\$79.00
		10-gal	\$128.00
		30-gal	\$173.00
		55-gal	\$223.00
		Cubic Yard Box	\$613.00
Antifreeze, Bulk	Recycle	5-gal	\$66.00
		10-gal	\$91.00
		30-gal	\$128.00
		55-gal	\$152.00
Asbestos, Bulk	Landfill	5-gal	\$63.00
		10-gal	\$108.00
		30-gal	\$148.00
		55-gal	\$190.00
		Cubic Yard Box	\$669.00
Bases, Inorganic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Bases, Organic, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
Batteries, Alkaline	Recycle	5-gal	\$90.00
		10-gal	\$169.00
		30-gal	\$242.00
		55-gal	\$309.00
Batteries, Lithium	Recycle	5-gal	\$146.00
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
Batteries, Nickel Cadmium	Recycle	5-gal	\$90.00
		10-gal	\$169.00
		30-gal	\$242.00
		55-gal	\$309.00
Bulk Oil Sludge (Used absorbents, dirty rags, etc.)	Landfill	5-gal	\$72.00
		10-gal	\$92.00
		30-gal	\$116.00
		55-gal	\$132.00
Circular Bulbs and U Tubes	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Compact Fluorescent Light Tubes	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$3.00
Compressed Gas Cylinders (Freon Cylinders <1 & > 1 gallon containers)	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	\$371.00
		55-gal	\$543.00
Empty Contaminated Containers	Landfill	5-gal	\$29.00
		10-gal	\$32.00
		30-gal	\$62.00
		55-gal	\$73.00
	Recondition	5-gal	\$29.00
		10-gal	\$32.00
		30-gal	\$62.00
		55-gal	\$73.00
Fire Extinguishers	Recycle	5-gal	\$24.68
		10-gal	\$55.53
		30-gal	\$61.70
		55-gal	\$154.25
		Each	n/a

Waste Type	Disposal Method	Unit Size	Unit Charge
Flammable Liquids, Bulked (gasoline, kerosene, diesel, naphtha)	Fuels Incinerate	5-gal	\$70.00
		10-gal	\$90.00
		30-gal	\$118.00
		55-gal	\$113.00
Flammable Liquids, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
	Fuels Incinerate	5-gal	\$79.00
		10-gal	\$96.00
		30-gal	\$146.00
		55-gal	\$197.00
Flammable Solids, Lab Packs	Incineration/ Fuel Blend	5-gal	\$72.00
		10-gal	\$128.00
		30-gal	\$172.00
		55-gal	\$222.00
	Incineration	Cubic Yard Box	\$782.00
Fluorescent Tubes	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$1.40
Gel Cell Lead Acid Batteries	Recycle	5-gal	\$96.00
		10-gal	\$176.00
		30-gal	\$255.00
		55-gal	\$321.00
Marine Flares	Incineration to Aragonite Only	5-gal	\$550.00
		10-gal	\$750.00
		30-gal	\$2,000.00
		55-gal	\$4,000.00
Mercury (Metallic and Salts Including Batteries, Switches, etc.)	Recycle/ Retort	5-gal	\$467.00
		10-gal	\$861.00
		30-gal	\$1,088.00
		55-gal	\$1,443.00
	Stabilization/Landfill	Per LB	\$21.00
Metal Halide Bulbs	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Non PCB Ballasts	Recycle	5-gal	\$179.00
		10-gal	\$341.00
		30-gal	\$439.00
		55-gal	\$577.00

Waste Type	Disposal Method	Unit Size	Unit Charge
Non RCRA Liquids, Lab Pack	Incineration	5-gal	\$71.00
		10-gal	\$125.00
		30-gal	\$169.00
		55-gal	\$217.00
		Cubic Yard Box	\$585.00
Non RCRA Solids, Lab Pack	Incineration	5-gal	\$71.00
		10-gal	\$125.00
		30-gal	\$169.00
		55-gal	\$217.00
		Cubic Yard Box	\$585.00
Oil Filters	Recycle	5-gal	\$59.00
		10-gal	\$88.00
		30-gal	\$128.00
		55-gal	\$152.00
Oil, Contaminated with Chlorinated Organic Compounds, Bulk	Incineration	5-gal	\$75.00
		10-gal	\$101.00
		30-gal	\$135.00
		55-gal	\$152.00
Organic Peroxides, Lab Packs	Incineration	5-gal	\$135.00
		10-gal	\$354.00
		30-gal	\$563.00
		55-gal	\$731.00
Oxidizers, Neutral, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Oxidizing Acids, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Oxidizing Bases, Lab Packs	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$204.00
		55-gal	\$253.00
Paint Related Materials not Accepted by Paint Care	Incineration	5-gal	\$79.00
		10-gal	\$90.00
		30-gal	\$114.00
		55-gal	\$144.00
		Cubic Yard Box	\$782.00
PCB Light Ballasts and Small Capacitors	Landfill	5-gal	\$118.00
		10-gal	\$186.00
		30-gal	\$236.00
		55-gal	\$307.00
	Incineration/ Treatment	5-gal	\$214.00
		10-gal	\$399.00
		30-gal	\$506.00
		55-gal	\$656.00

Waste Type	Disposal Method	Unit Size	Unit Charge
PCB Light Ballasts and Small Capacitors (cont.)	Recycle	5-gal	\$179.00
		10-gal	\$341.00
		30-gal	\$439.00
		55-gal	\$577.00
Poisons, Lab Pack	Incineration	5-gal	\$76.00
		10-gal	\$135.00
		30-gal	\$181.00
		55-gal	\$234.00
	Incineration (Solids)	Cubic Yard Box	\$810.00
Propane Tanks	Recycle	< 1-gal	\$11.00 ea
		1-gal to 5-gal	\$28.00 ea
		55-gal dm < 1-gal	\$450.00
Road Flares	Incineration	5-gal	\$138.00
		10-gal	\$363.00
		30-gal	\$553.00
		55-gal	\$729.00
Sharps	Incineration	5-gal	\$135.00
		10-gal	\$253.00
		30-gal	\$329.00
		55-gal	\$431.00
Sodium Vapor Lamps	Recycle	5-gal	n/a
		10-gal	n/a
		30-gal	n/a
		55-gal	n/a
		Per LB	\$4.00
Water Reactive and Spontaneously Combustible Materials Lab Pack	Incineration	5-gal	\$135.00
		10-gal	\$354.00
		30-gal	\$540.00
		55-gal	\$712.00

Additional Services and Rates:

Service Description	Cost per Unit
Transportation and disposal of SB20/50 (E-Waste) approved material	\$0.35 per LB
Transportation and disposal of other material not covered under SB20/50 (E-Waste)	\$0.35 per LB
Mobilization for E-Waste Mobile collection	\$40.00 per hour per person
Project Manager/Chemist (required for same day collection and transportation of HHW)	\$55.00 per hour
Truck and Driver for event pickups	\$105.00 per hour portal to portal
8 hour annual refresher training for up to 20 people per year	\$2,503.00 per class for up to 20 people at County's location in Placerville, CA

Temporary HHW Events		
Event Size	Rate	Labor and Supplies Needed
1-50 cars	\$1,107.50 per event*	Includes 4 staff and supplies
51-100 cars	\$2,215.00 per event*	Includes 6 staff and supplies
101-150 cars	\$3,322.50 per event*	Includes 8 staff and supplies
Hourly Onsite Labor		
Classification	Hourly Rate	
Project Manager/Chemist	\$55.00	
Technician	\$40.00	

*For temporary HHW events, Contractor shall mobilize for the amount of cars the County deems necessary. For every car serviced above the mobilization rate, a \$25.00 per car fee will be applied.

All Prices include all costs necessary to properly collect, transport, process, and dispose of HHW collected by Contractor, including packaging. Unless otherwise specified, the minimum container cost shall be \$72.00 per drum. Overpacked drums will be charged \$250.00 if packaging materials are provided by Contractor. Any overpacked that is shipped will also incur an additional \$150.00 handling charge.

For any additional services, container sizes, or rates not included in this Amended Exhibit A, Contractor shall provide County's Contract Administrator, or designee, with a written quote for approval prior to the service being completed or containers delivered. County's Contract Administrator, or designee, shall provide Contractor with approval to add such additional services, container sizes, or rates either on a one-time basis or for the remaining term of this Agreement. Upon written acknowledgement by County and Contractor, which may be in email form, such additional services, container sizes, or rates shall become a part of this Agreement, and no further amendment to this Agreement shall be necessary. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

In the event an HHW waste profile(s) is collected by County staff or Contractor at the HHW Collection Events and it is required to be transported offsite on the same day for safety reasons, County's Contract Administrator, or designee, may provide Contractor with verbal authorization to collect, transport, and disposal of such item(s) and agrees to pay Contractor for reasonable costs incurred doing so. Contractor agrees to notify County in writing, may be in email form, immediately following the HHW Collection Event with the rates/cost for that item(s). County's Contract Administrator, or designee, shall notify Contractor should HHW waste profile(s) be deemed a necessary addition to this Agreement.