

**Waste Connections of California, Inc.
doing business as
El Dorado Disposal**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #513-S1510

THIS FIRST AMENDMENT to that Agreement for Services #513-S1510 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 Waste Connections of California, Inc. doing business as El Dorado Disposal, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, whose local place of business is 3490 Highway 49, Diamond Springs, California 95619, and whose mailing address is Post Office Box 1270, Diamond Springs, California 95619, and whose Agent for Services of Process is CSC Lawyers Incorporating Service located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, Contractor has been engaged by County to assist its Community Development Services, Environmental Management Department in the removal, transportation, and disposal of dewatered sewage septic sludge from the Union Mine Wastewater Treatment Plant pursuant to Agreement for Services #513-S1510, dated August 27, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of August 26, 2018 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$60,000, for a total not-to-exceed amount of \$120,000 and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Fee Schedule**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Contract Administrator's title, amending **ARTICLE XXX, Contract Administrator**;

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

- I. All references to Community Development Agency, Environmental Management Division or Environmental Management Division throughout the Agreement shall read Community Development Services, Environmental Management Department.

The following articles are fully-replaced in their entirety:

II. ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire four (4) years thereafter.

III. ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates (Haul Rate plus Disposal Charge Per Ton) shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended shall not exceed \$120,000, 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
Community Development Services
Administration & Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

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 monthly 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 XV, Default, Termination, and Cancellation, herein.

IV. ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Greg Stanton, REHS, Director, Community Development Services, Environmental Management Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #513-S1510 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Department Concurrence:

By: _____

Greg Stanton, REHS
Director
Community Development Services
Environmental Management Department

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #513-S1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

**-- WASTE CONNECTIONS OF CALIFORNIA, INC.
doing business as
EL DORADO DISPOSAL --**

By: _____ Dated: _____

Susan VanDelinder
Division Vice President
"Consultant"

**Waste Connections of California, Inc.
doing business as
El Dorado Disposal**

**Amended Exhibit B
Amended Fee Schedule**

Hours of Operation	Haul Rate	Disposal Charge Per Ton	
Monday through Friday 5:30 am – 5:30 pm	\$675.00	\$22.01	Year 1
		\$22.78*	Year 2
		\$23.58*	Year 3
		\$24.41*	Year 4
Saturday and Sunday 6:30 am – 2:30 pm	\$745.00	Same as above*	

Holiday rates are the same rates as shown above with the exception of Christmas Day and New Year’s Day in which the County will not request services on these two (2) days.

Rates above are inclusive of all fees and surcharges, including, but not limited to, federal, state, and local taxes. Haul rates are based on two (2) twenty (20) yard boxes of material for a total approximate weight of nineteen (19) tons.

**Per ton rates increase for years two (2), three (3), and four (4).*