

**AMENDMENT NO. 2 TO SERVICE AGREEMENT**

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated August 9, 2022 and is between Clean Earth Environmental Solutions, Inc., 933 First Avenue, Ste. 200, King of Prussia, PA 19406, a Delaware corporation ("Consultant"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

- A. On the 20th day of June 2017, the County and the Consultant, formerly known as Stericycle Environmental Solutions, Inc., entered into Consultant Agreement, which is County agreement number 17-316 ("Agreement"), for services for the operation of the permanent regional household hazardous waste facility, which is currently located at 310 South West Avenue, Fresno CA 93706 ("HHW Facility").
- B. On the 29<sup>th</sup> day of April 2020, Consultant changed its name from Stericycle Environmental Solutions, Inc. to Clean Earth Environmental Solutions, Inc.
- C. On 22 June 2021, the County and the Consultant amended Agreement 17-316 with Amendment 1 to amend all references to Stericycle Environmental Solutions, Inc. in the agreement to refer to Clean Earth Environmental Solutions, Inc.
- D. The term of agreement is for a period of 3 years beginning August 1, 2017 and terminating on July 31, 2020, with two (2) one-year extensions upon written approval of both parties, and was extended an additional two years terminating on July 31, 2022.
- E. The existing HHW facility located at 18950 W. American Avenue, Kerman CA 93630 closed on May 16, 2022. The new HHW Facility at 310 South West Avenue, Fresno CA 93706 is scheduled to be completed June of 2022, and In order to accomplish a smooth transition with minimal interruption of service and maintain a continuity of service performance County staff recommend an extension to the current agreement.
- F. An RFP for a new contract was issued, with qualified contractor responses evaluated and the recommended contractor will be presented for the Board of

1 Supervisors' consideration and approval at a future date prior to the end of the  
2 term of the recommended extension.

3 G. The County and the Consultant now desire to further amend the Agreement to  
4 extend the contract term ending on July 31, 2022 for an additional six months to  
5 end on January 31, 2023 at a total budgeted maximum cost of \$750,000, utilizing  
6 the updated price list in attached Exhibit A.

7 The parties therefore agree as follows:

8 1. Section XVIII. "TERM OF AGREEMENT" of the Agreement, starting at page 53, line 7  
9 shall be amended to add the following paragraph starting at page 53, line 16:

10 "This agreement shall be extended for an additional period of six (6) months  
11 beginning August 1, 2022 through January 31, 2023. The County agrees to pay,  
12 and the Consultant agrees to receive, compensation for the performance of its  
13 services under this Agreement as described in Exhibit A, attached hereto and  
14 incorporated herein to this agreement. The maximum amount to be paid to  
15 Consultant under the term of this 6 - month extension is \$750,000.00. "

16 2. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.  
17 1 and this Amendment No. 2 together constitute the Agreement.

18 3. The Consultant represents and warrants to the County that:

19 a. The Consultant is duly authorized and empowered to sign and perform its obligations  
20 under this Amendment.

21 b. The individual signing this Amendment on behalf of the Consultant is duly authorized  
22 to do so and his or her signature on this Amendment legally binds the Consultant to  
23 the terms of this Amendment.

24 4. The parties agree that this Amendment may be executed by electronic signature as  
25 provided in this section.

26 c. An "electronic signature" means any symbol or process intended by an individual  
27 signing this Amendment to represent their signature, including but not limited to (1) a  
28 digital signature; (2) a faxed version of an original handwritten signature; or (3) an

1 electronically scanned and transmitted (for example by PDF document) version of an  
2 original handwritten signature.

3 d. Each electronic signature affixed or attached to this Amendment (1) is deemed  
4 equivalent to a valid original handwritten signature of the person signing this  
5 Amendment for all purposes, including but not limited to evidentiary proof in any  
6 administrative or judicial proceeding, and (2) has the same force and effect as the valid  
7 original handwritten signature of that person.

8 e. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
10 2, Title 2.5, beginning with section 1633.1).

11 f. Each party using a digital signature represents that it has undertaken and satisfied the  
12 requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
13 through (5), and agrees that each other party may rely upon that representation.

14 g. This Amendment is not conditioned upon the parties conducting the transactions under  
15 it by electronic means and either party may sign this Amendment with an original  
16 handwritten signature.

17 5. This Amendment may be signed in counterparts, each of which is an original, and all of  
18 which together constitute this Amendment.

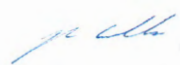
19 6. The Agreement, as previously amended and as amended by this Amendment No. 2 is  
20 ratified and continued. All provisions of the Agreement as previously amended and not amended  
21 by this Amendment No. 2 remain in full force and effect.

22 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3 CLEAN EARTH ENVIRONMENTAL  
4 SOLUTIONS, INC.

COUNTY OF FRESNO

5  Digitally signed by John  
6 Avdellas  
Date: 2022.08.03  
16:12:38 -05'00'



7 John Avdellas, Vice President of  
Manufacturing and Industrial Sales

Brian Pacheco, Chairman of the Board of  
Supervisors of the County of Fresno

8 933 First Avenue, Suite 200  
9 King of Prussia, PA 19406

**Attest:**  
Bernice Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10  
11

By:   
Deputy

12 For accounting use only:

13 Org No.: 9015  
14 Account No.: 7295  
15 Fund No.: 0701  
Subclass No.: 15001

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**Exhibit A: Price List**

**Hourly Salary Rate for Amendment 2 to Agreement 17-316 through January 31, 2023**

Regular Hourly Rate/Overtime Hourly Rate for Consultant, Facility Manager and Operations Staff

	Consultant Hourly Rates	Facility Manager Hourly Rates	Title: Chemist Hourly Rates Duties:	Title: Site Supervisor Hourly Rates Duties:	Title: Technician Hourly Rates Duties:	Title: Driver Hourly Rates Duties:	
Hourly Rates Regular Time (Between 5:00 a.m. & 6:00 p.m.)	N/A	\$99.90	\$64.50	\$68.85	\$57.75	\$61.25	N/A

HHW Transporter's Price List: Part 1 of 3 Parts

Part 1: Residential HHW Transport and Disposal Costs

- A. For each waste category listed below, indicate the total cost of the various sizes of packing units, packing options and management options
- B. Use N/A (not applicable) to indicate an alternative which is not available or not appropriate
- C. Clearly indicate any items subject to a minimum charge and when a charge per unit is applicable (e.g., per lamp or propane tank.)
- D. See the key below for descriptions of the various management and packing options.

Notes:

- Prices must include all costs related to the removal of the HHW from the site, getting it to its final destination and then properly managing it, including but not limited to removing the HHW from its location on the site, providing appropriate transport vehicles, loading HHW into the transport vehicles, all transport-related cost (such as driver, fuel, tolls, vehicle licensing, insurance), shipping supplies (such as pallets, tie-downs, required placards), maintenance including clean-up of spills and equipment, all paperwork and related materials (labels, manifests, reports, notifications, signage, authorizations, releases), all disposal-related costs (e.g., assessments, gate surcharge, management and disposal fees, permits, facility surcharge, taxes) and all HHW transporter administrative and overhead costs (e.g., insurance, postage, office staff, contract preparation and monitoring licenses and permits).

- Facility staff will be responsible for the proper packing, labeling, tracking and storing of the HHW until it is collected by the HHW Transporter

MANIFESTED WASTES	WASTE CATEGORY	MO	PO	55-Gal	55-Gal	55-Gal	55-Gal	55-Gal	Options: Columns H through K					
									Alternative MO	Alternative PO	Alternative Unit (e.g., roll-off box, per bulk, per car battery, per pound, per gallon)	\$/ Alternative Unit		
Flammable & Poison	Flammable Liquid	FI	LO	\$90.00	\$210.00	\$270.00	\$770.00							
	Flammable Solid	FU/LS	LP	\$95.00	\$195.00	\$257.00	\$437.00							
	Flammable Solid, Spont. Comb.	DI	LP								Per Pound	\$	8.15	
	Flammable Solid, H2O Reactive	DI	LP	\$145.47										
	Subst. flammable liquids	FI	BU	\$90.00	\$190.00	\$225.00					278 gal Tote	\$	850.00	
	Oil-base Paint Related	FI	LO	\$90.00	\$225.00	\$248.00								
	Oil-base Paint Related	FI	TB				\$595.00							
	Poison Liquid and Solid	DI	LP	\$135.00	\$280.00	\$313.32	\$951.15							
	Poison Liquid and Solid	DI	BU								Per Pound	\$	1.75	
	Acid	Inorganic/Organic Acid	NE	LP	\$145.00	\$275.00	\$296.00							
	Inorganic/Organic Acid	NE	BU	\$112.00	\$240.00	\$351.00					278 gal Tote	\$	1,225.00	
	Inorganic/Organic Acid	DI	LP	\$125.00	\$280.00	\$476.00								
Base	Inorganic/Organic Base	NE	LP	\$145.00	\$275.00	\$296.00								
Oxidizer	Neutral Oxidizer	NE/LS	LP	\$125.00	\$225.00	\$275.00								
	Organic Peroxides	DI	LP								Per Pound	\$	5.75	
	Corrosive Oxidizer	DI/NE	LP	\$125.00	\$225.00	\$275.00								
PCB	Other PCB Waste (Ballasts)	DI	LP							RU	LO	PER POUND	\$	0.84
	PCB Containing Paint	RC	TB									PER POUND	\$	4.95
Aerosol	Consumer Aerosols	NE, RC	LO	\$190.71	\$225.00	\$313.32	\$739.54							
	Flammable Aerosols	FI, RC	LO	\$190.71	\$225.00	\$313.32	\$739.54							
	Cylinders, Comp Gas	DI	LO	\$115.00	\$341.00	\$521.00	\$1,256.00							
	Cylinders, Comp Gas	RC	P									Each	\$	16.75
	Poison Aerosols	DI	LO	\$190.71	\$225.00	\$313.32	\$739.54							

MANIFESTED WASTES	WASTE CATEGORY	MO	PO	55-Gal	55-Gal	55-Gal	55-Gal	55-Gal	Options: Columns H through K					
									Alternative MO	Alternative PO	Alternative Unit (e.g., roll-off box, per bulk, per car battery, per pound, per gallon)	\$/ Alternative Unit		
Other	Latex Paint (Non-recyclable)	LF	TB											
	Latex Paint (Recyclable)	RC	TB											
	Latex Paint (Recyclable)	RC	LO											
	Mirror Oil (Contaminated)	RC	BU	\$90.00	\$180.00	\$225.00								
	Motor Oil	RC	BU	\$90.00	\$180.00	\$245.00						278 GAL TOTE	\$	1,000.00
	Oil Filters	RC	LO	\$95.00	\$195.00	\$195.00	\$483.00							
	Mercury (metallic) (Hg)	RC	LP	\$287.00	\$1,075.00	\$1,355.00								
	Household Batteries (not re-chargeable)	LF	LO	\$95.00	\$179.00	\$249.00						PER POUND	\$	1.00
	Household Batteries (not re-chargeable)	RC	LO									PER POUND	\$	3.65
	Lithium Batteries (rechargeable)	RC	LO									PER POUND	\$	1.00
	NiCad Batteries (rechargeable)	RC	LO									PER POUND	\$	1.40
	Fluorescent Lamps (compact)	RC	LO									PER POUND	\$	1.40
	Fluorescent Lamps (tube)	RC	LO									PER POUND	\$	1.40
	Fluorescent Lamps (ballast)	RC	LO									PER POUND	\$	0.84
	HID Lamps	RC	LO									PER POUND	\$	3.92
	Asbestos	LF	LO	\$95.00	\$200.00	\$286.00	\$941.00							
	Class B (EHS)	DI	DM									PER POUND	\$	1.24
	Hazardous substances	DI	BU									PER POUND	\$	1.24
	Empty Lead Containers	LF	LO	\$19.00	\$28.00	\$77.00								
	Non-RCRA Material	LF	LO	\$95.00	\$195.00	\$257.00	\$437.00							
Non-RCRA Material	DI/LS	LP	\$90.00	\$252.00	\$347.00	\$998.00								
Trash- 45 yd bin	LO	LP									PER POUND	\$	0.48	
Trash (Recyclables 40 yd bin, boxes, etc.)	RC	PA									PER POUND	\$	2.00	
HW of Lading Wastes	Antifreeze	RC	T									PER GALLON	\$	0.30
	Motor Oil/Transmission Fluids	RC	T									PER GALLON	\$	1.45
	Medical Waste (Sharps)	DI	LO	\$80.00	\$347.00	\$630.00	\$1,395.00							
	Car Batteries	RC	PA	N/C	N/C	N/C	N/C					PER POUND	\$	0.50
	Trashed Motor	LF	LO									PER POUND	\$	0.80
	Phone Poles	LF	P									PER POUND	\$	0.50
	Raincoat Ties	LF	P									PER POUND	\$	0.50
	UWEDS Covered Devices (TVs, Monitors)	RC	PA	N/C	N/C	N/C	N/C							
	UWEDS Non-Covered Devices-5m Appliances: Toaster/Toaster Oven, Coffee Maker, Elec. Mixer, Irons, Cook Pot, Elec. Frying Pan, Hair dryer, Curling Irons	RC	PA									PER POUND	\$	1.00
	Solar Panels											PER POUND	\$	0.95

NOTE: If you would recommend managing and/or packing any of the listed material(s) differently than indicated above, you may wish to include Sections H through K (Alternative Management/Disposal Methods) in your COST PROPOSAL submission.

Key:	Management Option	PO	Packing Option	B/S pound/gallon conversion factor
DI	Destructive Incineration	LP	Lab pack	Automotive Batteries 40 pounds each
FI	Fuel incineration	BU	Bulk in drum	
LF	Landfill	TB	Tri-wall cubic yard box	
NE	Neutralized and Treatment	DM	Drum	
RC	Recycled	LP	Landfill	
RU	Reused	T	Tanker truck	
S	Stabilization	PA	Pallet	
		LO	Loose pack in drum	



HHW Transporter's Price List: Part 2 of 3 Parts											
If the prices for Part 2 are the same as the prices for Part 1, you may sign-off here and leave Part 2 blank: Please use Part 1 Prices for Part 2: Name: <u>John Avdellas</u> Title: <u>VP M&amp;I Sales</u>											
Part 2: CESQG Transport and Disposal Costs											
A. For each waste category listed below, indicate the total cost of the various sizes of packing units, packing options and management options											
B. Us N/A (not applicable) to indicate an alternative which is not available or not appropriate.											
C. Clearly indicate any item(s) subject to a minimum charge and when a charge per unit is applicable (e.g., per lamp or propane tank.)											
D. See the key below for descriptions of the various management and packing options.											
Notes: - Prices must include all costs related to the removal of the HHW from the site, getting it to its final destination and then properly managing it, including but not limited to removing the HHW from its location on the site, providing appropriate transport vehicles, loading HHW into the transport vehicles, all transport-related cost (such as driver, fuel, tolls, vehicle licensing, insurance), shipping supplies (such as pallets, tie-downs, required placards), maintenance including clean-up of spills and equipment, all paperwork and related materials, (labels, manifests, reports, notifications, signage, authorizations, releases), all disposal-related costs (e.g., assessments, gate, surcharge, management and disposal fees, permits, facility surcharge, taxes) and all HHW transporter administrative and overhead costs (e.g., insurance, postage, office staff, contract preparation and monitoring licenses and permits). - Facility staff will be responsible for the proper packign, labeling, tracking and storing of the HHW until it is collected by the HHW Transporter.											
MANIFESTED WASTES	WASTE CATEGORY	MO	PO	\$/5-Gal	\$/30-Gal	\$/55-Gal	\$/Cubic Yard Box	Optional Columns H through K			\$/ Alternative Unit
								Alternative MO	Alternative PO	Alternative Unit (e.g., roll-off box, per bulb, per car battery, per pound, per gallon)	
	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K
Flammable & Poison	Flammable Liquid	FI	LO								
	Flammable Solid	FI/ LF	LP								
	Flammable Solid, Spnt. Comb	DI	LP								
	Flammable Solid, H2O Reactive	DI	LP								
	Bulked flammable liquids	FI	BU								
	Oil-base Paint Related	FI	LO								
	Oil-base Paint Related	FI	TB								
Poison Liquid and Solid		DI	LP								
		DI	BU								
Acid	Inorganic/Organic Acid	NE	LP								
	Inorganic/Organic Acid	NE	BU								
	Inorganic/Organic Acid	DI	LP								
Base	Inorganic/Organic Base	NE	LP								
Oxidizer	Neutral Oxidizer	NE/ LF	LP								
	Organic Peroxides	DI	LP								
	Corrosive Oxidizer	DI/ NE	LP								
PCB	Other PCB Waste (Ballast)	DI	LP								
	PBC Containing Paint	RC	TB								
Aerosol	Corrosive Aerosols	NE, RC	LO								
	Flammable Aerosols	FI, RC	LO								
	Cylinders, Comp Gas	DI	LO								
	Cylinders, Comp Gas	RC	P								
	Poison Aerosols	DI	LO								

No additional charges for Part 3