

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated October 24, 2023 and is between Clean Earth Environmental Solutions, Inc., a Delaware Corporation ("Consultant"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On January 24, 2023, the County and the Contractor entered into County agreement number 23-043 ("Agreement"), for Household Hazardous Waste (HHW) Operations Services. The Agreement is for the term of three (3) years with two (2) optional one-year term extensions.

B. To develop this Agreement and obtain these services, the County of Fresno, on behalf of the Department of Public Works and Planning, requested proposals from qualified vendors to provide an experienced consultant to serve as the County's Regional HHW Facility Manager, implement various HHW-related programs, provide staffing, oversee the day-to-day operations/maintenance of one or more HHW facilities, meet Federal, State, and County reporting protocols, and ensure proper disposal/recycling/placement of collected materials. The Consultant provided the most competitive and qualified proposal.

C. In transferring pricing information from Consultant's response to RFP 22-036 ("Proposal") to Exhibit B of the Agreement, the chart listed as Exhibit C on Page 93, "XII. COST PROPOSAL" was accidentally omitted.

D. The County and the Consultant now desire to amend the Agreement to include the Mobile Collection Program Costs from Exhibit C of the Cost Proposal.

The parties therefore agree as follows:

1. Exhibit B of the Agreement, after Item 12 located at Page B-9 – 11, shall be amended to add the Charges for Services and Mobile Collection Program Costs chart as Attachment 1. See Attachment 1 to this Amendment.

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

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

2 a. The Consultant is duly authorized and empowered to sign and perform its obligations
3 under this Amendment No. 1.

4 b. The individual signing this Amendment No. 1 on behalf of the Consultant is duly
5 authorized to do so and his or her signature on this Amendment legally binds the
6 Consultant to the terms of this Amendment No. 1.

7 4. The parties agree that this Amendment No. 1 may be executed by electronic signature as
8 provided in this section.

9 a. An "electronic signature" means any symbol or process intended by an individual
10 signing this Amendment No. 1 to represent their signature, including but not limited to
11 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3)
12 an electronically scanned and transmitted (for example by PDF document) version of
13 an original handwritten signature.

14 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
15 equivalent to a valid original handwritten signature of the person signing this
16 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any
17 administrative or judicial proceeding, and (2) has the same force and effect as the valid
18 original handwritten signature of that person.

19 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
20 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
21 2, Title 2.5, beginning with section 1633.1).

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

25 e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions
26 under it by electronic means and either party may sign this Amendment No. 1 with an
27 original handwritten signature.
28

1 5. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
2 all of which together constitute this Amendment No. 1.

3 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
4 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
5 effect.

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

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Clean Earth Environmental Solutions, Inc.

COUNTY OF FRESNO

DocuSigned by:
John Advellas

Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

John Advellas, Vice President of
Manufacturing and Industrial Sales

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

10/06/23 | 7:44 AM PDT

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

By: Hanan
Deputy

For accounting use only:

Org No.: 9015
Account No.: 7295
Fund No.: 0701
Subclass No.: 15001

Attachment 1
Mobile Collection Program Costs

Charges for Services

Name of Service	Description of Service	Management unit (e.g., hour, weight, mile)	Base Area Cost/Unit *	Cost/Additional Resident *	Mid - Distance Cost/Unit **	Cost/Additional Resident **	Long - Distance Cost/Unit ***	Cost/Additional Resident ***	Additional Considerations/Conditions
Jurisdiction Notification	Review flyers/advertisement for Event	Per event	N/A	N/A	N/A	N/A	N/A	N/A	
Equipment	Equipment cost per event	Per 200 resident event	\$ 2,495.00	\$ 12.50	\$ 2,495.00	\$ 12.50	\$ 2,495.00	\$ 12.50	Includes one Forklift w/ Delivery and Pickup, Restroom facilities and other supplies to run event.
Staff	Staff cost per event	Per 200 resident event	\$ 7,295.00	\$ 36.50	\$ 7,295.00	\$ 36.50	\$ 7,295.00	\$ 36.50	Includes Staffing of up to 10 people for the full day as well as lunch for all employees. Also includes set up and take down time.
Solid Waste Disposal Transportation & Disposal	Collection & disposal of solid waste at event	Per 200 resident event	Cost + 25%	Cost + 25%	Cost + 25%	Cost + 25%	Cost + 25%	Cost + 25%	Total Price depends on Size and Quantity of Roll Off Bins along with Waste Volume.
Other (list below):	Transportation/Disposal of HHW collected at event	See Exhibit B	Exhibit B Cost	N/A	N/A	N/A	N/A	N/A	

* Base Area Cost/Unit represent Mobile Drop-off Events held close to Fresno in the cities of: Clovis, Fowler, Fresno, Kerman, Sanger and Selma
 ** Mid-Distance Cost/Unit represent Mobile Drop-off Events held in the cities of: Kingsburg, Mendota, Orange Cove, Parlier, Reedley, and San Joaquin
 *** Long -Distance Cost/Unit represent Mobile Drop-off Events held in the cities of: Coalinga, Firebaugh and Huron