

**1ST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 1ST ADDENDUM is to that Contract for Services entered into on June 22, 2020 by and between the County of Siskiyou (“County”) and Clean Earth Environmental Solutions, Inc., a Delaware corporation by and through any of its subsidiaries or affiliates (“Contractor”), located at 933 First Avenue, King of Prussia, PA 19406, and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expired on June 30, 2021 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through June 30, 2023.
2. Paragraph 3.01 of the contract, Scope of Services, the original Exhibit “A” to the Contract shall be repealed and replaced with the new Exhibit “A” attached hereto.
3. Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional fifty thousand dollars (\$50,000.00), \$25,000 for FY21/22, \$25,000 for FY 22/23, to increase the total compensation payable under the Contract to an amount not to exceed one hundred thousand dollars (\$100,000.00) for the term of the Contract.
4. Paragraph 5.05 of the Contract, Indemnification, shall be amended by deleting the first sentence and shall be replaced with the following:

“Each party (“Indemnifying Party”) shall indemnify, defend and hold the other party, its agents and employees and its Affiliates (collectively, the “Indemnified Party”), harmless from and against any and all losses, damages, liabilities, claims, demands, costs, expenses (including but not limited to reasonable attorneys' fees) and other charges suffered or incurred by an Indemnified Party as a result of or in connection with any demand or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, alleged, commenced or threatened against an Indemnified Party arising from the Indemnifying Party’s actual breach of this Contract or the negligent or willful misconduct of an Indemnifying Party.”

5. Paragraph 5.05 of the Contract shall be further amended by inserting the words "pursuant to Additional Insured Endorsement No. 1" after the words "as an additional insured" in the fourth sentence of Paragraph 5.05.
6. Paragraph 5.06 of the Contract shall be amended by deleting the last sentence and replacing it with the following: "The County will be named as an additional insured on Contractor's commercial general liability policy using Additional Insured Endorsement No. 1."
7. Paragraph 5.07 of the Contract, Certificate of Insurance and Endorsements, shall be amended by deleting the words "and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation" and replacing them with following: "Notice of cancellation will be provided in accordance with the policy provisions."
8. New paragraphs numbered 8.16 & 8.17 shall be added respectively as follows:

8.16 Transportation and Disposal of Waste

If services involve transportation and disposal of waste material, risk of loss and all incidence of ownership of such material shall pass to Contractor at the time it accepts delivery and takes possession and control of such material, provided that the material is deemed "Conforming Material". "Conforming Material" is material that is consistent with the specifications set forth in this Contract, the material profile sheet (if any) and supplemental documents, including, but not limited to, analytical data, provided to Contractor by County. Contractor may, at its option (i) reject Non-Conforming Material and return it to County at County's sole expense, or (ii) require County to remove and dispose of the Non-Conforming Material at County's sole expense. Title to and liability for Non-Conforming Material shall remain with County at all times.

8.17 Limitation of Liability

IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS CONTRACT TO COUNTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS [AGREEMENT], WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED [THE TOTAL OF THE AMOUNTS PAID TO CONTRACTOR PURSUANT TO THIS [AGREEMENT]] IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this 1st addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____

Deputy

Date: 12/14/2021

Date: 12/14/2021

CONTRACTOR: Clean Earth Environmental Solutions, Inc.

DocuSigned by:
Sean Burchill

23CBEF7DBF3F408...
Sean Burchill, Regional Accounting Manager

DocuSigned by:
Susan Cashion

7DBB3E514D38408...
Susan Cashion, Regional Director, Sales

License No.: On File
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:			
Fund	Organization	Account	Activity Code (if applicable)
5350	404010	723000	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$100,000.00
FY 19/20 \$25,000 E2000539
FY 20/21 \$25,000 E2100180
FY 21/22 \$25,000
FY 22/23 \$25,000

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

EXHIBIT A" SERVICES AND PRICE SHEET

Contractor will provide County packaging, transportation, recycling and disposal for universal wastes at Black Butte Transfer Station, Yreka Transfer Station, and the Siskiyou County Maintenance Yard at the unit prices below not to exceed \$25,000 per fiscal year as stated in section 4.01 of the contract between County of Siskiyou and Stericycle Environmental Solutions.

Universal Waste Description	Unit type	Unit Price
Fluorescent Light Tubes	foot	\$0.17
CFL, U - Tubes	each	\$1.70
HID lamp bulbs	each	\$2.50
Alkaline Batteries	pound	\$0.90 (\$50 min)
Nicad Batteries	pound	\$0.97 (\$50 min)
Lithium-Ion Batteries (Rechargeable)	pound	\$0.65 (\$50 min)
Lithium Batteries (Non-Rechargeable)	pound	\$5.28 (\$50 min}
Non PCB Ballast	pound	\$0.73 (\$450/55 min)
PCB Ballast	pound	\$2.50

Packaging Supplies (if needed)

Package Description	Unit	Unit Price
55 OM	each	\$84.00
30 OF	Each	\$70.00
5 OM	each	\$27.00
Fluorescent Light Tube Boxes	each	\$31.00
4 FT Light Drums	each	\$53.00
Pallet	Each	\$11.00

Labor and Transport

Description	Unit	Unit Price
Chemist	hour	\$74.00
Technician	hour	\$51.00
Truck Rate	day	\$425.00
Per Diem	day/person	\$155.00