

VN#	<u>@00015291</u>				
CT#	<u>E2200452</u>				
ACCT:	<u>5350</u>	-	<u>404010</u>	-	<u>723000</u> - <u>400</u>
CT AMT:	<u>25,000.00</u>	\	<u>\$ 100,000.00</u>		
	Annual		Total		

**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 Paragraph 3.01 of the contract, Scope of Services, the original Exhibit “A” to the Contract shall be repealed and replaced with the new Exhibit “A” attached hereto.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: 1/4/2022

DocuSigned by:
Brandon A. Crisp
RAYA HAIPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Wittingham
DocuSigned by:
CEF1C53AD1A5444...

Deputy

Date: 12/14/2021

CONTRACTOR: Clean Earth Environmental Solutions, Inc.

DocuSigned by:
Sean Burchill
23CBEF7DBF3F408...
Sean Burchill, Regional Accounting Manager

Date: 12/14/2021

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

VN#	@15291	
CT#	E2000539	CC LOG#
ACCT	5350	404010
CT AMT	\$25,000	\$50,000
	ANNUAL	TOTAL

**COUNTY OF SISKIYOU
 CONTRACT FOR SERVICES
 (Universal Waste Contract #11072019)**

This Contract made this 22 day of June 2020, between:

COUNTY: County of Siskiyou Department of General Services
 PO Box 1127
 Yreka, CA 96097

and

CONTRACTOR: Clean Earth Environmental Solutions, Inc.
 350 Poplar Church Road
 Camp Hill, PA 17011

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective **July 1, 2019** and shall terminate on **June 30, 2021**, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto. No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by **Director of Public Works** (or his or her designee).

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing

VN# @15291
 CT# E2100180 CC LOG#
 ACCT 5350 404010 723000
 CT AMT \$ 25,000 / \$ 50,000
 ANNUAL TOTAL

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Contractor's services.

- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of **fifty thousand dollars and no/100 cents (\$50,000.00)** twenty-five thousand dollars (\$25,000) for each fiscal year for the term of the Contract.
- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management: Contractor shall report to the **Director of Public Works Services** (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above 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. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract,**

no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of

their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is

determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party

as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

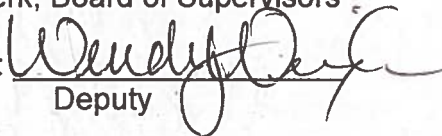
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 7/14/2020

COUNTY OF SISKIYOU

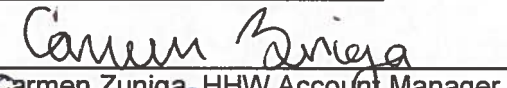

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

Date: June 29, 2020

CONTRACTOR: Clean Earth
Environmental Solutions, Inc


Carmen Zuniga, HHW Account Manager

Date: June 22, 2020


Susan Cashion, Southwest Sales Director

TAXPAYER I.D. 26-2836612

ACCOUNTING:
Fund 5350 Organization 404010 Account 723000

NTE \$50,000

FY 19/20 \$25,000

FY 20/21 \$25,000

**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	\$1.50
HID lamp bulbs	each	\$2.50
Alkaline Batteries	pound	\$0.90 (\$50 min)
Nicad Batteries	pound	\$0.65 (\$50 min)
Lithium-Ion Batteries (Rechargeable)	pound	\$0.65 (\$50 min)
Lithium Batteries (Non-Rechargeable)	pound	\$4.75 (\$50 min)
Non PCB Ballast	pound	\$0.65 (\$450/55 min)
PCB Ballast	pound	\$1.50

Packaging Supplies (if needed)

Package Description	Unit	Unit Price
55 DM	each	\$40.00
30 DF	Each	\$38.00
5 DM	each	\$15.00
Fluorescent Light Tube Boxes	each	\$15.00
4 FT Light Drums	each	\$53.00
Pallet	Each	\$6.00

Labor and Transportation

Description	Unit	Unit Price
Chemist	hour	\$45.00
Technician	hour	\$40.00
Truck Rate	day	\$425.00
Per Diem	day/person	\$155.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUcer and INSURED information, and a table of INSURER(S) AFFORDING COVERAGE including ACE American Insurance Company, American Guarantee and Liability Insurance, Indemnity Insurance Company of North America, and Allied World Assurance Company US Inc.

COVERAGES CERTIFICATE NUMBER: W16385811 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing various insurance coverages such as COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Excess Workers Compensation, including details on policy numbers, dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Voids and Replaces Previously Issued Certificate Dated 04/14/2020 WITH ID: W16176044.

Evidence of Coverage. SEE ATTACHED

Table with CERTIFICATE HOLDER information (Clean Earth Environmental Solutions, Inc.) and CANCELLATION information (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc.		NAMED INSURED Clean Earth Environmental Solutions, Inc. 350 Poplar Church Road Camp Hill, PA 17011	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers Compensation:
 Part One: Statutory

Part Two:
 Bodily Injury by Accident, Each Accident: \$1,000,000
 Bodily Injury by Disease, Policy Limit: \$1,000,000
 Bodily Injury by Disease, Each Employee: \$1,000,000

Named Insured is Self-Insured for Auto Physical Damage.

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc
 POLICY NUMBER: 0312-3009 EFF DATE: 04/06/2020 EXP DATE: 04/06/2021

NAIC#: 19489

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability	Per Incident:	\$10,000,000
	Aggregate:	\$10,000,000
	Deductible:	\$250,000

2020 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Siskiyou County

Payee Information

Name

SSN or ITIN FEIN CA Corp no. CA SOS file no.

26-2836612

Clean Earth Environmental Solutions, Inc

Address (apt./ste., room, PO box, or PMB no.)

350 Popular Church Road

City (If you have a foreign address, see instructions.)

Camp Hill

State ZIP code

PA 17011

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Larry Whyde, Director of Bids & Proposals Telephone (713) 253-6654

Payee's signature  Date 5-20-2020