

County of Orange, OC Public Works
Clean Harbors Environmental Services, Inc.

MA-080-17011161

**AMENDMENT NO. 3
TO
CONTRACT MA-080-17011161
FOR
ON-CALL ENVIRONMENTAL CLEAN-UP SERVICES**

This AMENDMENT is made and entered into as of the date fully executed, by and between the County of Orange, a political subdivision of the State of California (“County”) and Clean Harbors Environmental Services, Inc. with a place of business located at 42 Longwater Drive, Norwell, MA 02061 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-17011161 for On-Call Environmental Clean-Up Services, effective March 27, 2017 through March 26, 2020, in an Aggregate Not-to-Exceed Amount of \$1,500,000 (“Contract”); and,

WHEREAS, pursuant to Amendment 1, the Parties amended the Additional Services & Work provision of the Contract in Attachment B; and,

WHEREAS, pursuant to Amendment 2, the Parties renewed the Contract for one (1) year, effective March 27, 2020 through March 26, 2021, with an Annual Aggregate Contract Amount of \$250,000; and,

WHEREAS, pursuant to Amendment 2, the Parties deleted Articles 13 and 44, and added Article 60, Change of Ownership/Name, Litigation Status, Conflicts with County Interest in their place, and updated the Notice and Invoicing Instructions provisions of the Contract; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) additional year, effective March 27, 2021 through March 26, 2022, with a new Annual Aggregate Contract Amount of \$250,000; and,

WHEREAS, the Parties now desire to update the Notice provision in Article 25 of the Contract; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 shall be amended to read in its entirety as follows:
 2. **Term:** This Contract shall be renewed, effective March 27, 2021, and shall continue for one (1) year from that date, unless otherwise terminated as provided herein.
2. Article 3 shall be amended to read in its entirety as follows:
 3. **Aggregate:** This is an aggregate Contract with Clean Harbors Environmental Services Inc., Environmental Logistics, Inc., and Ocean Blue Environmental Services Inc., with an Annual Aggregate Contract Amount of \$250,000.
3. Attachment B., Section II, Paragraph H shall be amended to read in its entirety as follows:
 - H. **ANNUAL AGGREGATE CONTRACT AMOUNT SHALL NOT TO EXCEED: \$250,000**
4. Article 25 shall be amended and read in its entirety as follows:

*County of Orange, OC Public Works
Clean Harbors Environmental Services, Inc.*

MA-080-17011161

25. **Notices:** Any and all notices, requests demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County's Project Manager: OC Public Works/OC Environmental Resources

Attn: Kimberly Buss
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-955-0677
Email: Kimberly.Buss@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Richard Nguyen, DPA
1143 E. Fruit St.
Santa Ana, CA 92701
Phone: 714-667-9633
Email: Richard.Nguyen@ocpw.ocgov.com

Contractor: Clean Harbors Environmental Services, Inc.
Attn: Daniel Schaper
42 Longwater Drive
Norwell, MA 02061
Phone: 310-713-5054
Email: Schaper.Daniel@cleanharbors.com

5. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Public Works
Clean Harbors Environmental Services, Inc.

MA-080-17011161

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates first above written.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.* a State of Massachusetts corporation

<i>Chuck Geer</i>	Chuck Geer	Senior Vice President	10/17/2020
Signature	Name	Title	Date

<i>Michael Battles</i>	Michael Battles	Chief Financial Officer	10/23/2020
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By *Mark N. Sanchez*

Deputy
Mark N. Sanchez

Print Name

Date 10/30/2020

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.