

**AMENDMENT #2  
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, (hereinafter referred to as "County"), and Clean Harbors Environmental Services, Inc. with a place of business located at 42 Longwater Drive, Norwell, MA 02061, (hereinafter referred to as "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, for an aggregate not to exceed amount of \$1,500,000, (hereinafter referred to as "Contract"); and,

**WHEREAS**, pursuant to Amendment 1, the Parties amended Attachment B of the Contract to add additional language, effective May 22, 2018; and,

**WHEREAS**, the Parties now desire to renew the Contract for one (1) additional year effective March 27, 2020 through March 26, 2021, with a new Annual Aggregate Contract Amount of \$250,000.00; and,

**WHEREAS**, the Parties now desire to delete Article 13, Conflict of Interest and Article 44, Change of Ownership, and add Article 60, Change of Ownership/Name, Litigation Status, Conflicts with County Interest in their place, change Article 25, Notices, and change Attachment B, Section IX, Invoice Address; and,

NOW THEREFORE, the Parties agree as follows:

**ARTICLES**

1. Article 2 shall be amended to read in its entirety as follows:
  2. **Term:** This Contract shall be renewed, effective March 27, 2020, and shall continue for one (1) year from that date, unless otherwise terminated as provided herein. This Contract maybe renewed upon expiration for one (1) additional year, upon mutual agreement of both parties. The County does not have to give a reason if it elects not to renew. Renewal amendments require approval of the County Board of Supervisors.
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 a total annual aggregate contract amount not to exceed \$250,000.00.
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:  
\$250,000.00**

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

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4. Article 13 and Article 44 shall be removed and reserved, and Article 60 shall be added in their place. Articles 13, 44 shall be amended and Article 60 shall be added to read in their entirety as follows:

13. **Reserved**

44. **Reserved**

60. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

5. Article 25 is hereby amended and shall read in its entirety as follows:

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

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County's Project Manager: OC Public Works/OC Environmental Resources  
Attn: Duc Nguyen  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-955-0676  
Email: Duc.Nguyen@ocpw.ocgov.com

cc: OC Public Works/Purchasing  
Attn: Avelino Javier, DPA  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-667-9627  
Email: Avelino.Jaiver@ocpw.ocgov.com

Contractor: Clean Harbors Environmental Services, Inc.  
Attn: Glenn Larson  
42 Longwater Drive  
Norwell, MA 02061  
Phone: 310-386-6517  
Email: Larson.Glenn@cleanharbors.com

6. Attachment B, Section IX, shall be amended to reflect only one forwarding address for invoices and support documentation as follows:

**Invoices and support documentation are to be forwarded as follows:**

OC Public Works  
Attn: Accounts Payable  
601 N. Ross Street  
Santa Ana, CA 92701

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

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.

By: Chuck Geer II  
Print Name: Chuck Geer II  
Title: SVP of Field Services  
                    Corporate Officer  
Date: 1/7/2020

By: Mike Battles  
Print Name: Mike Battles  
Title: CFO  
                    Corporate Officer  
Date: 1/7/2020

COUNTY OF ORANGE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**County Counsel**

By Mark Sanchez  
                    Mark Sanchez  
                    Print Name  
Date 1/7/2020

\* 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.