



Amendment Number Three
To Contract Number MA-299-17010655
For Hazardous Materials Collection and Disposal Services

This Amendment Number Three (“**Amendment**”) to Contract Number MA-299-17010655 for Hazardous Materials Collection and Disposal Services (“**Contract**”) 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, through its OC Waste & Recycling department (“**County**”), and Clean Harbors Environmental Services, Inc., with a place of business located at 1715 East Denni Street, Wilmington, CA 90744 (“**Contractor**”). County and Contractor are referred to collectively as “**Parties**.”

RECITALS

WHEREAS, the Parties entered into Contract Number MA-299-17010655 for Hazardous Materials Collection and Disposal Services for OC Waste & Recycling (“**Services**”) effective February 1, 2017 through January 31, 2020, in an amount not to exceed \$17,010,000; and

WHEREAS, Amendment Number One was issued to revise Exhibit C, Attachment 1, Contractor Statement of Charges to update the authorized charges for certain types of Treatment and Disposal as listed in Section E; and

WHEREAS, Amendment Number One was issued to update Exhibit D, Subcontractor Services, to add Phibro-Tech, Inc. as an additional contractor for the treatment of bulk hazardous (acidic or alkaline) water; and

WHEREAS, Amendment Number One was issued to revise the General Terms and Conditions to include language in Article P, Insurance Provision, requiring the Contractor to provide Additional Insured and primary non-contributing endorsements for the Pollution Liability policy; and

WHEREAS, Amendment Number Two was issued to update Exhibit C, Attachment 1, Contractor Statement of Charges, Treatment and Disposal as listed in Section E, to include manifest fees due to the Environmental Protection Agency requirement for implementation of electronic manifests on all treatment, storage and disposal facilities; and

WHEREAS, Amendments Number One and Two resulted in no increase to the Contract not-to-exceed amount; and

WHEREAS, County now desires, and Contractor agrees, to amend Article S of the County General Terms and Conditions, in its entirety, to reflect updated County Conflict of Interest terms; and

WHEREAS, County now desires to add the Call2Recycle Battery Recycling Program to the Contract and amend relevant Contract terms; and

WHEREAS, County now desires to renew this Contract for one year, effective February 1, 2020, through January 31, 2021, in an amount not to exceed \$5,670,000;

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

1. **Article S** of the County General Terms and Conditions shall be replaced in its entirety with the following language:

S. 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.

2. Contractor confirms that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article S.
3. Exhibit A, Section V, Scope of Services --HHWCCs is hereby amended to add a new subsection P with the following language:

P. Call2Recycle Battery Recycling Program

Call2Recycle is a battery stewardship program that manages the collection, transportation, and recycling of rechargeable batteries. Contractor shall enter into an agreement directly with Call2Recycle for recycling rechargeable batteries.

4. Exhibit C, Cost/Compensation for Contractor Services, Attachment 1, Contractor Statement of Charges, Section I, Subsection E, shall be amended to add the following language:

26. Rechargeable Batteries

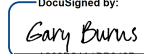
Clean Harbors shall ship rechargeable batteries through the Call2Recycle program. Clean Harbors shall rebate the County 75% of the rebate amount received from Call2Recycle at the time of billing.

5. Exhibit D, shall be amended to include Call2Recycle Battery Recycling Program authorized subcontractors: Battery Solutions, Gopher, Terrapure, Umicore, Retrie, Wistron, and SungEel.
6. The Parties hereby agree to renew Contract Number MA 299-17010655 for one year, effective February 1, 2020 through January 31, 2021, in an amount not to exceed \$5,670,000.
7. All other terms and conditions, except as amended herein, shall remain unchanged, in full force and effect.

[Signature Page Follows]

The Parties hereto have executed this Amendment Number Three on the dates shown opposite their respective signatures below.

Clean Harbors Environmental Services, Inc.*

Gary Burns	District Vice President
Print Name	Title
	10/23/2019 4:55:36 PM EDT

Signature	Date
Michael McDonald	Assistant Secretary
Print Name	Title
	10/23/2019 4:59:30 PM EDT

Signature	Date
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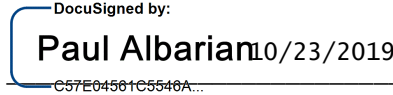
* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of 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 signee to bind the corporation.

County of Orange, a political subdivision of the State of California

Nikki Aragon	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM:

County Counsel

By  10/23/2019

Paul Albarian, Senior Deputy