

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ENVIRONMENTAL LOGISTICS, INC.**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15223 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Environmental Logistics, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-15223 with County on May 13, 2021 (hereinafter, "Agreement") to provide on-call hazardous waste management services, spill cleanup and schedule pickup of self-generated waste services, Request for Proposals (RFP) #10722 (hereinafter, "services") through April 30, 2024, with the option to extend the Agreement for up to two (2) additional years, for an amount not to exceed \$450,000; and

WHEREAS, the provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties agree that the Pricing Schedule in Exhibit A – Scope of Services/Payment Provisions of the Agreement remains valid through April 30, 2024; and

WHEREAS, CONTRACTOR's Pricing Schedule requires an update effective May 1, 2024; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions, to update the Pricing Schedule effective May 1, 2024, to extend the term for two (2) additional years to April 30, 2026, and to increase the amount by \$270,000 for a total amount not to exceed \$720,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$720,000.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

2. Amend the first sentence of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2021 to April 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised Pricing Schedule", effective May 1, 2024.

4. In all places within the Agreement, any reference to the Pricing Schedule in "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Pricing Schedule", effective May 1, 2024.

5. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

6. Amend Agreement to revise Paragraph 16.0, "Signature Page", to Paragraph 18.0, "Signature Page".

7. Amend Agreement to add Paragraph 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances,

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

8. Amend Agreement to add Paragraph 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. In all places within the Agreement, any reference to Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.
10. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
11. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA 3200*5661.
12. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

13. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: _____

Its: _____
(Print Name and Title)

Date: _____

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: DocuSigned by:
Mary Grace Perry, Deputy County Counsel
A1993B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 9/27/2023 | 4:01 PM PDT

Approved as to Fiscal Provisions

Rupa Shah, Auditor/Controller

By: DocuSigned by:
Patricia Ruiz
E79EF04E57454F6...

Its: Patricia Ruiz Auditor Controller Analyst I
(Print Name and Title)

Date: 9/28/2023 | 10:19 AM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel


David Bolton, Risk Manager

By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*

Environmental Logistics, Inc.

By: 
(Signature of Chair, President or Vice President)

Its: Mark Freeman-Vice President
(Print Name and Title)

Date: 09/21/2023

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: James Goyich-Secretary
(Print Name and Title)

Date: 09/21/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 1 to Standard Agreement No. A-15223
Environmental Logistics, Inc.
Hazardous Waste Management Services (RFP #10722)
Department of Public Works, Facilities and Parks
Term: May 1, 2021 to April 30, 2026
Not to Exceed: \$720,000

EXHIBIT A -1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

Item No.	Unit of Measure	Class	Price per Hours/Units
LABOR			
1	Hourly	Project Supervisor/Analyst	\$100.00
2	Hourly	Operator/Technician (Hazwoper trained)	\$100.00
3	Overtime Hourly	Project Supervisor/Analyst	\$150.00
4	Overtime Hourly	Operator/Technician (Hazwoper trained)	\$150.00
EQUIPMENT - Based on hourly rates for twenty-four (24) hour day, no overtime or mileage charged for equipment.			
5	Hourly	Truck: Light (Pickup/Van, 1-ton or less)	\$65.00
6	Hourly	Truck: Heavy (Stake bed 40-drum) with lift gate	\$65.00
7	Hourly	Truck: Vacuum (110/130 barrel)	\$65.00
8	Hourly	Truck/Tractor: (Van/Trailer) min. 40ft. trailer with lift gate	\$65.00
9	Monthly	10-20 cu. yd. Bins (covered, roll-top/lift top)	\$0
10	Monthly	10-20 cu. yd. Bins (covered, tarp)	\$0
11	Monthly	20-40 cu. yd. Bins (covered, roll-top/lift top)	\$0
12	Monthly	20-40 cu. yd. Bins (covered, tarp)	\$0
MATERIALS			
13	Unit	Plastic Drums, New (55-gallon) with lid	\$85.00
14	Unit	Over Pack, Metal (85-gallon) with lid	\$175.00
15	Unit	*Metal Drums (30-gallon) with lid	\$75.00
16	Unit	*Metal Drums (55-gallon) with lid	\$85.00
17	Unit	*Metal Drums (30-gallon) closed top	\$75.00
18	Unit	*Metal Drums (55-gallon) closed top	\$85.00
19	Unit	*Packing/Absorbent Materials Vermiculite (20-pounds)	\$30.00
20	Unit	Packing/bagged – clay absorbent (33-pounds)	\$20
* Metal drums may be reconditioned with the appropriate certification			
21	Unit	Steel open top 55-gallon with hazardous waste label affixed*	\$85.00
22	Unit	Steel open top 30-gallon with hazardous waste label affixed*	\$75.00
23	Unit	Steel closed top 55-gallon with hazardous waste label affixed*	\$85.00
24	Unit	Steel closed top 30 gallon with hazardous waste label affixed*	\$75.00
*See ATTACHMENT A – LABEL FORM			
Please list additional container sizes available below (use additional sheets as necessary):			

EXHIBIT A - 1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

Item No.	Unit of Measure	Class	Price per Hours/Units
	Unit	Cubic Yard Boxes	\$115.00
	Unit	15 gallon fiber drum	\$65.00
	Unit	5 gallon pails with lids	\$20
	OTHER	Pricing for services not listed on the pricing schedule will be determined and mutually agreed upon, prior to utilization of those services	

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Aerosols (including spray cans, emission canisters, etc.)	R	25	682.50	195	95	0
Antifreeze	R	.30	475	150	75	0
Batteries, used Non-Auto	R	1.50	525	250	75	0
Brake Shoes & Clutches	L	.30	525	150	75	0
Compressed Natural Gas Cylinders, used	R	.50	975	195	125	0
Contaminated waste (i.e. spill sweep, rags)	L	3.00	525	175	95	0
Diesel Particulate Filter Ash	L	3.00	525	150	95	0
Desiccants, used	L	3.00	525	150	95	0
Fertilizers	I	3.00	975	275	125	0
Fuels	FB	.50	525	175	95	0
Motor Vehicle Filters (various)	R	1.00	200	150	50	0
Glues	L	.50	525	175	95	0
Home Cleaners	L	.50	525	175	95	0
Industrial Processing Fluids	L	.50	525	175	95	0
Mercury	R	175	2,250	975	275	0
Misc. Corrosive Liquids	I	1.00	975	275	225	0
Misc. Flammable Liquids	R	1.00	875	280	135	0
Misc. Organic Peroxides	I	1.00	1,750	475	225	0
Misc. Toxics	I	1.00	975	375	225	0
Oils, waste	R	.50	0	225	125	0

EXHIBIT A - 1 - REVISED PRICING SCHEDULE

Effective May 1, 2024

WASTE STREAM DISPOSAL						
Waste Stream	Disposal Method	Price per Pound	Price per Cubic Yard	Price per 55-gallon Drum	Price per 5-gallon Drum	Price per Lab Pack
Paint, Latex	<i>R</i>	.30	450	150	75	0
Paint, Mixed	<i>R</i>	.50	750	225	110	0
Paint, Oil-based	<i>FB</i>	.50	750	225	110	0
Paint Thinners	<i>FB</i>	.50	775	225	125	0
Pallets	<i>R</i>	.10	25	0	0	0
Pesticides	<i>I</i>	3.00	1,250	375	175	0
Pool Chemicals	<i>I</i>	.25	750	175	125	0
Propane Tanks	<i>R</i>	1.00	375	100	35	0
Soil, contaminated	<i>L</i>	1.00	525	175	125	0
Tires, used (Auto)	<i>R</i>	0	10/tire	0	0	0
Scrap Emissions	<i>R</i>	.50	525	150	125	0
Scrap Metals	<i>R</i>	.50	525	150	125	0
Wheel Weights, used	<i>R</i>	.50	525	150	125	0
Wood, used	<i>R</i>	.20	200	0	0	0
Other (list) Tire Truck	<i>R</i>	0	20/tire	0	0	0
Other (list) Battery Auto	<i>R</i>	1.00	100	25	0	0

GAS CYLINDERS				
Type		Lecture Bottle		Large
Flammable	Each	\$225	Each	\$425
Non-Flammable	Each	\$150	Each	\$300
Gases Toxic by inhalation	Each	\$625	Each	\$1,100