

FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
Clean Harbors Environmental Services, Inc.
For Turn-key Household Hazardous Waste and Conditionally Exempt Small Quantity
Generator Waste Management Services

This FIRST AMENDMENT “Amendment” is entered into effective as of April 1, 2020 “Effective Date” by and between the City of Chula Vista (“City”) and Clean Harbors Environmental Services, Inc. “Contractor/Service Provider” with reference to the following facts:

RECITALS

WHEREAS, City and Contractor/Service Provider previously entered into 20-0092 - Attachment 3 Clean Harbors contract amendment “Original Agreement” on July 11, 2017; and

WHEREAS, City and Contractor/Service Provider desire to amend the Agreement to increase the maximum amount to be paid to Clean Harbors Environmental Services, Inc. to adjust the not-to-exceed amount for each potential option term as more specifically set forth below; and

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Contractor/Service Provider agree as follows:

1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
20-0092 - ATTACHMENT 3 CLEAN HARBORS CONTRACT AMENDMENT**

CLEAN HARBORS ENVIRONMENTAL CITY OF CHULA VISTA
SERVICES, INC.

BY: _____
[ENTER NAME OF SIGNATORY]
[ENTER TITLE OF SIGNATORY]

BY: _____
[MARY CASILLAS SALAS]
[MAYOR]

[ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

EXHIBIT A
AMENDED AND RESTATED
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Manuel Medrano
Economic Development Department
276 Fourth Avenue
Chula Vista, CA 91910
(619) 585-5766
mmedrano@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.us

B. Contractor/Service Provider Contract Administration:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
Jennifer McLaughlin
800 Verdulera Street
Camarillo, CA 93010
(805) 914-1472
mclaughlin.jennifer@cleanharbors.com

For Legal Notice Copy to:
Jennifer McLaughlin
800 Verdulera Street
Camarillo, CA 93010
(805) 914-1472
mclaughlin.jennifer@cleanharbors.com

2. Required Services

A. General Description:

Provide the necessary labor, materials and equipment to legally operate a permanent household hazardous waste collection facility, temporary household electronic and universal waste collection events (four per year), door-to-door household hazardous waste collection.

B. Detailed Description:

Task	Description	Deliverables	Completion Date
1	Operate the City of Chula Vista permanent household hazardous waste collection facility.	<p>Contractor shall:</p> <ul style="list-style-type: none"> • Provide the necessary labor, materials and equipment to legally operate the City-owned regional permanent household hazardous waste collection facility (PHHWPF) available for residents to drop-off household hazardous waste during hours of operation. • Track, collect, package, transport, recycle, treat and dispose of waste provided to the PHHWPF • Select the appropriate treatment, recycling, storage and disposal sites for all hazardous materials collected at the facility or events using the best environmentally sound methods of waste processing hierarchy to include recycling, incineration, and landfilling as the least desirable option. All sites chosen for temporary storage, treatment, recycling and/or disposal shall be fully permitted under local, state and federal laws. Contractor shall also be responsible for providing a waste analysis report that includes identifying the proposed disposal method for each waste stream, all proposed transporters and treatment, storage, and disposal facilities (TSDFs) which will be utilized to dispose of waste collected and all subcontractors. Transportation of all materials collected to the appropriate facility and from that facility to any secondary management facilities as required. • Manifest, load and transport all conforming hazardous materials collected at the PHHWPF including Conditionally Exempt Small Quantity Generators (CESQG) generated wastes. • Contractor shall perform these services in full compliance with all applicable Federal, State and local laws, rules, regulations, including local enforcement agencies for traffic control and orders of all regulatory agencies. • Provide one trained, qualified and dedicated Project Manager to the program for technical assistance and support as well as all routine operational tasks. Project Manager or an equally qualified staff member will be on-site at the PHHWPF to assist and oversee proper hazardous waste packaging and shipments. 	June 30, 2019

		<ul style="list-style-type: none"> • Provide one dedicated, qualified Customer Service Representative to the program for all contractual and waste tracking tasks and completion and submittal of all required reports to Federal, State and Local Agencies during normal business hours. • Provide City with the following items no later than forty-five (45) days after the month of service: copies of all manifests, bill of lading as well as a monthly report on all the waste collected divided by site, type and amounts of waste collected and invoice for payment along with an itemized listing of car counts. • Prepare and update all reporting documents required by Federal, State and local agencies such as Form 303, facility operations and contingency plan subject to City approval, and prepare an emergency response plan subject for review and approval by local fire marshals for said facilities. • Contractor agrees to provide staff services to transfer applicable permits for the City. 	
2	Operate the City of Chula Vista's door-to-door household hazardous waste collection program.	<ul style="list-style-type: none"> • Program administration to coordinate with City staff to schedule and provide household hazardous waste door-to-door collection service as requested by Chula Vista residents. • Complete inventory of materials to be collected • Professional, knowledgeable, and friendly staff • Service completed within 10 days of initial request (by phone or email.) • Emergency pickup service available on a case by case basis, under City direction. • Assistance for all disabled and elderly participants requiring additional help in gathering of materials - resident must be at home at the time of collection • On-site inventory, collection, segregation and packaging completed by a trained chemist and/or technician. • Compliance with Health and Safety Standards per OSHA 1910.120. • Manifest Preparation- to include Land Disposal Restriction (LOR), Bill of Lading, and Treatment Storage Disposal Facility (TSDF) and any other regulatory documentation as required. • Same-day transportation of all materials to Permanent Site for consolidation and packaging. • Reporting to respective City to include name of resident, date of pick-up and complete breakdown of pounds and/or gallons of material collected by class. • Provide City with the 	June 30, 2019

		<p>following items no later than forty-five (45) days after the month of service: copies of all manifests, bill of lading as well as a monthly report on all the waste collected divided by site, type and amounts of waste collected and invoice for payment along with an itemized listing of homes serviced.</p> <ul style="list-style-type: none"> • Additional reporting to City pertaining to collection, quantification, processing and transportation of materials paperwork and forms required by CalRecycle, the Department of Toxic Substances Control or any other local, state or federal agency. • Waste Survey and Customer Satisfaction Program <p>Monthly services provided as needed.</p>	
3	<p>Conduct four temporary collection events of hazardous waste, universal waste mobilization and staffing costs.</p>	<ul style="list-style-type: none"> • Coordination with City Staff to mutually select the event site location(s) • Event setup and breakdown • Professional knowledgeable and friendly staff • Supplies and equipment • Waste collection, segregation, packaging, transportation, recycling and disposal • Prepare and maintain a facility operations and contingency plan that shall include a contingency plan for unacceptable wastes such as explosive and biological waste, and prepare an emergency response plan subject for review and approval by local fire marshals for said facilities • Permit preparation and submittal • Compliance with Health and Safety Standards per OSHA 1910.120 including all local, state and federal storm water protection laws • Manifest Preparation- to include Land Disposal Restriction (LOR), Bill of Lading, and Treatment Storage Disposal Facility (TSDF) and any other regulatory documentation as required. • Safety meeting prior to each scheduled collection event • Provide City with the following items no later than forty-five (45) days after the event: copies of all manifests, bill of lading as well as a monthly report on all the waste collected divided by site, type and amounts of waste collected and invoice for payment along with an itemized listing of car counts • On-going Project Management Meetings 	June 30, 2019

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [August 1, 2017] and end on [June 30, 2019] for completion of all Required Services.

4. Compensation:

Invoiced or agreed-upon amounts as follows:

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Turnkey Household Hazardous Waste Collection Facility of hazardous waste, universal waste and sharps: Administration, staffing, 3 technicians, 1 trained chemist. Vehicle unloading, hazcatting, packaging and shipment preparation, transportation and disposal.	Per participant/vehicle load: 1 load on vehicle, (15 gallons or 125 pounds)	\$ 62.22
2	Same as Row 1 Description	Per participant/vehicle load: 2 loads on vehicle, (30 gallons or 250 pounds)	\$ 30.83
3	Same as Row 1 Description	Conditionally Exempt Small Quantity Generator qualified businesses in Chula Vista only.	\$167.71 per business accepted.
4	Same as Row 1 Description	Sharps, syringes, lancets, infectious substances affecting humans	\$189.35 Per 55-gal drum
5	Same as Row 1 Description	Other SB 20/50 non-covered electronic waste, minus kitchen appliances (EEE)	\$.08 per pound
6	Same as Row 1 Description	SB20/50 covered electronics, televisions, monitors, cathode ray tubes, LCD panels, laptops, flat screen televisions	\$ 0.00
7	Same as Row 1 Description	Paintcare covered products interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel(including textured coatings), deck coatings, floor paints (including elastomeric), primers, sealers, under-coaters, stains, shellacs, lacquers, varnishes, urethanes (single component), waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based), metal coatings, rust preventatives, field and lawn paints	\$0.00
8	Door-to-door program, Collection of household hazardous waste, universal waste and sharps,	Per residence load: 1 load, (15 gallons or 125 pounds)	\$75.75

	Administration, staffing, transportation, hazcatting, packaging, manifestation/administration and or recycling or disposal		
9	Same as Row 8 Description	Per residence load: 2 loads (30 gallons or 250 pounds) For every 12 gallons or 100 pounds beyond per collection	\$30.83
10	Temporary Collection Event/s of hazardous waste, universal waste mobilization, staffing costs	Event servicing 0-200 vehicles	\$4,899.37
11	Same as Row 10 Description	Event servicing 200-400 vehicles	\$6,263.79
12	Same as Row 10 Description	Event servicing 400-600 vehicles	\$8,464.61
13	Same as Row 10 Description	Event servicing 600-800 vehicles	\$11,529.96
14	Same as Row 10 Description	Event servicing 1,000 or more vehicles	\$14,948.05

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through June 30, 2024 shall not exceed \$2,250,000. If the City exercises an option to extend the Agreement (as provided below), the amount to be paid to the Contractor/Service Provider for services provided during the term of that extension shall not exceed \$350,000. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Contractor/Service Provider for services provided during the initial and optional extension periods shall not exceed \$2,250,000.

5. Special Provisions:

Options to Extend: Notwithstanding the completion date set forth in section 3.C., above, City has option to extend this Agreement for up to five (5) additional years, in one-year increments. The Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4, above, may be increased by up to 2% in years three (3), five (5), and seven (7) for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension. Such notice shall be provided at least 30 days prior to the expiration of the term.