

**FOURTH AMENDMENT TO THE
AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES**

This Fourth Amendment (“Fourth Amendment”) to the Agreement for Household Hazardous Waste Management Service is entered into as of June 30, 2021, by and between Delta Diablo, a county sanitation district formed and existing under the laws of the State of California, (the “District”) and, Clean Earth Environmental Solutions, Inc., a Delaware corporation, (“Contractor”) (formerly 21st Century Environmental Management of California, LP).

Recitals

- A. The District and Contractor are parties to an Agreement for Household Hazardous Waste Management Services dated as of July 1, 2012 (the “Agreement”). Under the Agreement, Contractor provides Household Hazardous Waste management services for the District.
- B. The First Amendment to the Agreement was approved on May 1, 2013, to allow the Contractor to utilize the program established by Public Resources Code 48700 in its management of post-consumer paint and other architectural coatings collected as part of the services it provides under the Agreement.
- C. The Second Amendment to the Agreement was approved on June 2, 2015, to provide for cost of living adjustments to the unit rate pricing in the Agreement and extend the term of the Agreement through June 30, 2018.
- D. The Third Amendment to the Agreement was approved on June 13, 2018, to provide for cost of living adjustments to the unit rate pricing in the Agreement and extend the term of the Agreement through June 30, 2021.
- E. The District and Contractor now desire to amend the Agreement to provide for cost of living adjustments to the unit rate pricing in the Agreement, add an annual cost of living adjustment provision, modify other terms and conditions, and extend the term of the Agreement through June 30, 2024.

The parties, therefore, agree to amend the Agreement, as previously amended, as follows:

Amendment

- 1. Definitions. Unless otherwise defined herein, defined terms have the meaning ascribed to them in the Agreement. Upon execution of this Fourth Amendment, all references to the Agreement will be deemed to mean the Agreement as amended.
- 2. Term. The term of the Agreement is extended through June 30, 2024.

3. Exhibit A. Exhibit A (INSURANCE REQUIREMENTS) to the Agreement is amended, as follows:
- a. Section A.2. is hereby deleted in its entirety and replaced with the following new Section A.2., to read:
 - “2. Insurance Services Office form number CA 0001 (Ed.1/2013) covering Automobile Liability, code 1 (any auto).”
 - b. Section C (Deductibles and Self-Insured Retentions) is hereby deleted in its entirety and replaced with the following new Section C, to read:
 - “C. Self-Insured Retentions
Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.”
 - c. The following sentence is hereby added to the end of paragraph D.1.a., to read:
 - “Additional insured for Commercial General Liability will be at least as broad as Additional Insured Endorsement Form 17, a copy of which is attached to this Agreement as Exhibit D.”
 - d. Section D.1.c. is hereby deleted in its entirety and replaced with the following new Section D.1.c., to read:
 - “c. Should any of the requested policies be cancelled before the expiration date, notice will be provided in accordance with the policy provisions.”
 - e. Section D.1.d is hereby deleted in its entirety.
 - g. Section D.2. is hereby deleted in its entirety and replaced with the following new Section D.2., to read:
 - “2. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractor’s Pollution Liability policy.”
4. Exhibit C. Exhibit C is hereby deleted in its entirety and replaced with the Amended Exhibit C attached hereto.

5. Exhibit D. New Exhibit D (Form 17) attached hereto is added as new Exhibit D to the Agreement.
6. All other terms of the Agreement, as previously amended, remain unchanged.

[Signatures on next page.]

The parties are signing this Fourth Amendment as of the date set forth in the introductory paragraph.

DELTA DIABLO

**CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC.**

By: _____
Vincent P. De Lange
General Manager

By: _____
Melinda Rath
Vice President, Regional Sales

By: _____
Sarah Kowalczyk
Vice President, Division Counsel

Note: If the Contractor is a corporation, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civil Code, Sec. 1190 and Corporations Code, Sec. 313.)

AMENDED EXHIBIT C

COMPENSATION

District will pay Contractor for the services provided under this Agreement at the rates set forth below:

A. Staffing

The District will pay for staffing as described in Exhibit B, Part B at the following rates:

| Labor Category | Standard Hourly Rate | Overtime Hourly Rate |
|-----------------------|-----------------------------|-----------------------------|
| Site Supervisor | \$45.00 | \$54.00 |
| Chemist | \$45.00 | \$52.00 |
| Technician | \$39.00 | \$43.00 |

District will pay for hours worked at the DHHWCF and will not pay for travel time. Standard Hourly Rate applies to straight time which is the first 8 hours onsite time. Overtime Hourly Rate applies to all hours after the first 8 hours onsite and all hours on Holidays.

B. Transportation and Disposal

The District will pay for transportation and disposal for all household hazardous waste and CESQG waste collected at the DHHWCF and temporary collection events as indicated in the following table:

| Category | Waste Management Method [1] | Waste Packaging Method [2] | Unit [3] | Turnkey Cost per Unit [4] | Pounds per Unit |
|----------------------------------|---------------------------------------|--------------------------------------|--------------------|-------------------------------------|------------------------|
| Flammable & Poison | | | | | |
| Flammable liquid | FB | LP | 55 | \$183.00 | 225 |
| Flammable liquid | FB | BU | 55 | \$143.00 | 450 |
| Flammable solid | FB | LO | CYB | \$371.00 | 800 |
| Oil-based paint | FB | LO | CYB | \$0.00 | 800 |
| Oil-based paint | FB | BU | 55 | \$0.00 | 450 |
| Other PaintCare Program Products | FB | LO | CYB | \$0.00 | 800 |
| Other PaintCare Program Products | FB | BU | 55 | \$0.00 | 450 |
| Poison liquids | DI | LP | 55 | \$234.00 | 190 |

| Category | Waste Management Method [1] | Waste Packaging Method [2] | Unit [3] | Turnkey Cost per Unit [4] | Pounds per Unit |
|------------------------|--------------------------------|-------------------------------|-------------|------------------------------|-----------------|
| Poison solids | DI | LO | CYB | \$657.00 | 700 |
| Reactive and explosive | DI | LP | 5 | \$120.00 | 40 |
| Acid | | | | | |
| Inorganic acid | TR | LP | 55 | \$205.00 | 190 |
| Organic acid | DI | LP | 55 | \$205.00 | 190 |
| Base | | | | | |
| Inorganic base | TR | LP | 55 | \$206.00 | 190 |
| Organic base | DI | LP | 55 | \$206.00 | 190 |
| Oxidizer | | | | | |
| Neutral oxidizers | TR | LP | 55 | \$303.00 | 190 |
| Organic peroxides | DI | LP | 5 | \$120.00 | 40 |
| Oxidizing acid | TR | LP | 55 | \$303.00 | 190 |
| Oxidizing base | TR | LP | 55 | \$303.00 | 190 |
| PCB-containing | | | | | |
| PCB-containing paint | DI | BU | 55 | \$890.00 | 450 |
| PCB ballasts | DI | LP | 55 | \$338.00 | 250 |
| Other PCB waste | RC | LP | 55 | \$890.00 | 250 |
| Aerosol | | | | | |
| Corrosive aerosols | DI | LO | CYB | \$603.00 | 650 |
| Flammable aerosols | FB | LO | CYB | \$603.00 | 650 |
| Poison aerosols | DI | LO | CYB | \$603.00 | 650 |
| Mixed aerosols | FB/DI | LO | CYB | \$603.00 | 650 |
| Reclaimable | | | | | |
| Antifreeze | RC | BU | GAL | \$1.30 | 8 |
| Latex Paint | RC | BU | 55 | \$0.00 | 450 |
| Latex Paint | RC | LO | CYB | \$0.00 | 800 |
| Latex Paint | RC | LO | Roll-Off | \$0.00 | 33,000 |
| Lead-Acid Batteries | RC | PA | EA | \$0.00 | 40 |
| Mercury | RC | LP | 5 | \$200.00 | 60 |
| Motor Oil | RC | BU | GAL | \$0.07 | 8 |
| Oil Filters | RC | LO | 55 | \$97.00 | 250 |
| Lamps | | | | | |
| Straight Fluorescent | RC | LO | LF | \$0.11 | 0.125 |
| Compact fluorescent | RC | LO | EA | \$0.85 | 1 |

| Category | Waste Management Method [1] | Waste Packaging Method [2] | Unit [3] | Turnkey Cost per Unit [4] | Pounds per Unit |
|---------------------------------------|--------------------------------|-------------------------------|-------------|------------------------------|-----------------|
| U-Tube | RC | LO | EA | \$0.85 | 1 |
| Circular | RC | LO | EA | \$0.85 | 1 |
| HID | RC | LO | EA | \$1.72 | 1 |
| Mercury | RC | LO | EA | \$1.72 | 1 |
| Metal Halide | RC | LO | EA | \$1.72 | 1 |
| Low-High Pressure Sodium | RC | LO | EA | \$1.72 | 1 |
| Shielded/Coated/Power Groove | RC | LO | EA | \$1.72 | 1 |
| UV/Arc/Ignitron/Germicidal/Projection | RC | LO | LB | \$4.86 | Varies |
| UV Fluorescent/Suntan | RC | LO | LB | \$4.86 | Varies |
| Incandescent | RC | LO | EA | \$0.29 | Varies |
| Biaxial | RC | LO | EA | \$0.85 | Varies |
| Quartz | RC | LO | EA | \$0.85 | Varies |
| Halogen | RC | LO | EA | \$0.85 | Varies |
| Broken Fluorescent | RC | LO | 55 | \$815.00 | Varies |
| Broken HID/NEON | RC | LO | LB | \$4.86 | Varies |
| LED | RC | LO | LB | \$4.86 | Varies |
| Non-PCB Ballasts | RC | LO | LB | \$0.24 | 55 |
| Electronic Waste | | | | | |
| CRTs | RC | LO | CYB | \$0.00 | |
| Flat Screen TVs | RC | LO | CYB | \$0.00 | |
| CPUs (intact) | RC | LO | CYB | \$0.00 | |
| Cell phones/PDAs/GPSs | RC | LO | 15 | \$0.00 | |
| Hard Drives (loose) | RC | LO | 15 | \$0.00 | |
| Laptops | RC | LO | CYB | \$0.00 | |
| All other ewaste | RC | LO | CYB | \$0.00 | |
| Other | | | | | |
| Propane (5 gal) | RC | LO | EA | \$5.55 | 40 |
| Propane (< 5 gal) | RC | LO | EA | \$1.11 | Varies |
| Propane (5-10 gal) | RC | LO | EA | \$11.00 | Varies |
| Propane (10+ gal) | RC | LO | EA | \$23.00 | Varies |

| Category | Waste Management Method [1] | Waste Packaging Method [2] | Unit [3] | Turnkey Cost per Unit [4] | Pounds per Unit |
|------------------------------|--------------------------------|-------------------------------|-------------|------------------------------|-----------------|
| Flammable Gas | RC | LO | EA | Case by Case | Varies |
| Non-Flammable Gas | RC | LO | EA | Case by Case | Varies |
| Freon | RC | LO | 55 | \$258.00 | Varies |
| Fire Extinguishers | RC | LO | EA | \$11.00 | Varies |
| Carbon Dioxide | RC | LO | EA | \$16.00 | Varies |
| Helium | RC | LO | EA | \$22.00 | Varies |
| Oxygen | RC | LO | EA | \$22.00 | Varies |
| Alkaline Batteries | RC | LO | 55 | \$547.00 | 800 |
| Lithium Batteries (primary) | DI | LO | LB | \$4.86 | Varies |
| Gel Cell Lead Acid Batteries | RC | LO | LB | \$0.22 | Varies |
| Ni-Cd Batteries | RC | LO | LB | \$0.32 | Varies |
| Lithium, rechargeable | RC | LO | LB | \$0.22 | Varies |
| Empty Drums | RC | LO | EA | \$29.00 | Varies |
| Sharps | DI | LO | 40 | \$85.00 | Varies |
| Pharmaceuticals | DI | LO | 55 | \$279.00 | Varies |
| Solar Panels | | LO | CYB | \$698.00 | Varies |
| Asbestos | LF | LO | 55 | \$314.00 | Varies |

Notes:

[1] Waste Management Method

RU – Reuse

RC – Recycle

FB – Fuels Blending

TR – Treatment

DI – Destructive Incineration

LF – Landfill (specify Class I, II or III)

[2] Waste Packaging Method

LO – Loose pack

LP – Lab pack

BU – Bulking

PA – Palletize

Other (specify)

[3] Unit

55 – 55 gallon drum

CYB – cubic yard box

40 – 40 gallon bin

5 – 5 gallon drum

EA – each

GAL – gallon

LF – linear foot

LB – pound

RO – roll-off bin

[4] Rates for other container sizes shall be as follows:

<10 gallon drums – 25% of 55 gallon drum rate

10-25 gallon drums – 30% of 55 gallon drum rate

30 gallon drums – 75% of 55 gallon drum rate

Cubic yard box – triple the 55 gallon drum rate

Negative numbers indicate payment to the District for the waste stream

C. Temporary Collection Events

The District will pay the Contractor a lump sum for each one-day collection event in accordance with the following table:

| Event Size | Fixed Cost |
|---------------------|-------------------|
| 1 - 50 cars | \$3,313.00 |
| 51 - 100 cars | \$3,884.00 |
| 101 - 200 cars | \$5,322.00 |
| 201 - 300 cars | \$7,128.00 |
| 301 - 425 cars | \$10,176.00 |
| 426 - 575 cars | \$13,321.00 |
| 576 - 675 cars | \$16,370.00 |
| 676 - 775 cars | \$20,228.00 |
| 776 - 875 cars | \$24,454.00 |
| 876 - 975 cars | \$30,287.00 |
| 976 cars and higher | \$37,234.00 |

The fixed costs shall cover all supply, equipment, and staffing costs associated with conduction a HHW collection event as described in Exhibit B, Part D, Items 2-5 of this Agreement.

D. Additional Items

Upon written approval of the District, the District will pay Contractor the following amounts for the additional items listed below:

| Service | Unit | Unit Rate |
|---|---|------------------------------------|
| 40-Hr HAZWOPER Refresher Training | PSC established training session | \$0.00 |
| 8-Hr HAZWOPER Refresher Training | PSC established training session | \$0.00 |
| DOT Training | PSC established training session | \$0.00 |
| Door-to-Door Service | Hourly portal | \$120.00 per hour portal to portal |
| Hourly Rate for Truck, 1 Chemist and 1 Technician | Pick-up, pack & transport of abandoned waste and storage clean outs | \$120.00 per hour portal to portal |

| Service | Unit | Unit Rate |
|--|--|------------------------------------|
| Hourly Rate for Truck and 1 Technician | Pick-up, pack & transport of universal waste from recycling partners | \$120.00 per hour portal to portal |
| Emergency Response Services | | See <u>Exhibit D</u> |
| Faithful Performance Bond | annual surcharge | 2.5% of contract amount |
| Services not otherwise specified | | Cost + 15% |

E. Annual Cost Adjustment

Beginning on July 1, 2022, and on each July 1 thereafter, the unit rates then in effect in Sections B, C and D of this Exhibit shall be adjusted by any increase in the Consumer Price Index ("CPI") during the 12-month period ending on the April 30 immediately preceding the July 1 when the adjustment to the unit rates will take effect. Unit rates \$10 and over will be rounded to the nearest dollar and rates under \$10 will be rounded to the nearest cent. If there is a decrease or no change in a CPI calculation, the unit rates shall remain unchanged. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, West, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100).

EXHIBIT D

ADDITIONAL INSURED - FORM 17

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured Harsco Corporation | | | Endorsement Number 3 |
| Policy Symbol HDO | Policy Number G71449294 | Policy Period 06/30/2020 TO 06/30/2021 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| Any organization with whom you have agreed under written contract, executed prior to loss, to include as an additional insured with the specific terms set forth in this endorsement. Such insureds will be reported to us on a quarterly basis. Failure to report any specific additional insured will not invalidate coverage hereunder provided the insured has endeavored to report all additional insureds to the best of their knowledge. | All locations where you are performing work for such additional insured |
| | |

- A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the schedule, for loss occurring after the date the written contract was executed, but only with respect to liabilities for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and performed pursuant to the written contract.
- B. With respect to the insurance afforded to the additional insured, the insurance provided hereunder shall be limited by and not inconsistent with the indemnification obligations as set forth in the written contract.
- C. Notwithstanding anything to the contrary contained herein or in paragraph B. above, this endorsement is not intended to, and all parties hereby agree, that in no way shall it be construed as providing coverage greater than provided under the terms of the policy.