

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR HOUSEHOLD  
CHEMICAL WASTE CENTER TRANSPORTATION & DISPOSAL SERVICES

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CHEMICAL WASTE CENTER TRANSPORTATION & DISPOSAL SERVICES, made and  
entered into by and between the Lee County Board of County Commissioners, a political  
subdivision of the State of Florida ("County") and Clean Earth of Alabama, Inc. ("Vendor"),  
collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of household chemical  
waste center transportation & disposal services through Solicitation No. B190129JJB with Vendor  
on the 20<sup>th</sup> day of June, 2019 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the purchase of  
transportation and disposal of chemical waste materials; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 18<sup>th</sup> day of  
June, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI.  
MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL  
COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 18<sup>th</sup> day of June, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing  
Fee Schedule table in Exhibit B of the Agreement:


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| Item Number              | Category Title  | Unit of Measure                           | Unit Price  |
|--------------------------|---|---|-------------|
| <b>CHEMICAL</b>          |   |   |             |
| 1                        | Flammable Liquid, Bulk  | Per Lb                                    | \$0.51      |
| 2                        | Flammable Liquid / Solid, Lab Pack  | Per Lb                                    | \$0.62      |
| 3                        | Corrosives, Bulk - Base/Acid  | Per Lb                                    | \$0.82      |
| 4                        | Corrosives, Lab Pack - Base/Acid  | Per Lb                                    | \$0.72      |
| 5                        | Pesticides Bulk - Liquid/Solid  | Per Lb                                    | \$1.03      |
| 6                        | Pesticides, Lab Pack - Liquid/Solid   | Per Lb                                    | \$1.13      |
| 7                        | Non-Regulation - Liquid/Solid   | Per Lb                                    | \$0.31      |
| 8                        | Hazardous Waste -Liquid/Solid   | Per Lb                                    | \$1.03      |
| 9                        | Explosives/Reactive/Non-Routine Cyanides and Sulfides / Low Level, Amines and Isocyanates, Lab Pack/ DOT hazard class 4.1 49 CFR 173.170. | Per Lb                                    | \$3.59      |
| 10                       | Lead Paint Lab Pack   | Per Lb                                    | \$0.62      |
| 11                       | Oxidizer - Solid/Liquid, Lab Pack   | Per Lb                                    | \$3.59      |
| 12                       | PCB's Lab Pack  | Per Lb                                    | \$0.82      |
| 13                       | Mercury, Lab Pack   | Per Lb                                    | \$5.13      |
| 14                       | Oil Based Paint   | Per Lb                                    | \$0.62      |
| 15                       | Aerosols  | Per Lb                                    | \$0.82      |
| 16                       | Organic Peroxide  | Per Lb                                    | \$3.59      |
| 17                       | Hydrofluoric Acid   | Per Lb                                    | \$0.72      |
| 18                       | Self-Heating Solids, Lab Pack   | Per Lb                                    | \$3.59      |
| 19                       | Sodium Hydrosulfite   | Per Lb                                    | \$3.59      |
| 20                       | Flourescent Tubes   | Per LF                                    | \$0.26      |
| 21                       | Batteries: Single/Rechargeable  | Per Lb                                    | \$0.82      |
| 22                       | Compact Flourescent Bulbs   | Each                                      | \$0.36      |
| 23                       | Latex Paint   | Per Lb                                    | \$0.36      |
| <b>MATERIAL SUPPLIES</b> |   |   |             |
| 1                        | 55 Gallon Drum  | Each                                      | \$32.80     |
| 2                        | 30 Gallon Drum  | Each                                      | \$46.13     |
| 3                        | 5 Gallon Drum   | Each                                      | \$10.25     |
| 4                        | Cubic Yard Box  | Each                                      | \$57.40     |
| <b>OTHER</b>             |   |   |             |
| 5                        | Setup (Mobilization and Demobilization per household Event)   | Each                                      | \$14,350.00 |
| 6                        | Additional Related Services   | To be negotiated on an "as-needed" basis. |             |

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective Parties hereto.

DATED this 7 day of May, 2021 by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

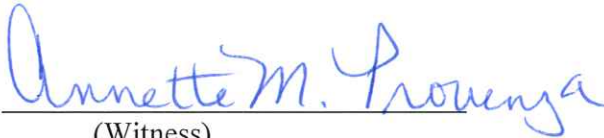
BY:   
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

BY:   
County Attorney's Office

DATED this 5<sup>th</sup> day of March, 2021 by Clean Earth of Alabama, Inc.

ATTEST:

  
(Witness)

BY:   
Authorized Signature

Jeffrey R. Saal  
Authorized Signature Printed Name

VP of Sales, Haz Division  
Authorized Signature Title

CORPORATE SEAL: