

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADVANCED CHEMICAL TRANSPORT, INC. (ACT)**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Advanced Chemical Transport, Inc, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Advanced Chemical Transport, Inc. dated on or about January 25, 2018 (Agreement);
- B. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide hazardous waste services, and the Parties now wish to amend the Agreement as Amended to extend the term and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows: Unless otherwise set forth in the Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2022.
- 2. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed one million one hundred thousand dollars (\$1,100,000) unless this agreement is amended. Contractor shall notify the City 60 days in advance of any changes anticipated to affect future rates. At

such time, Contractor and City may enter into negotiations to amend this agreement to reflect proposed updated rates.

3. Proposal Dated 11/13/2017 shall be deleted and replaced with the attached Exhibit B, Schedule of Fees.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

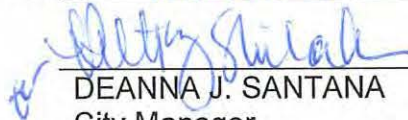
Approved as to Form:



BRIAN DOYLE
City Attorney

Dated: _____

10/21/2020



DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADVANCED CHEMICAL TRANSPORT, INC.
a California corporation

Dated: 4/27/2020

By (Signature): Shawn S. Ball

Name: Shawn S. Ball

Title: VP of Sales

Principal Place of
Business Address: San Jose

Email Address: SBall@ACTEnviro.com

Telephone: (949)607-6379

Fax: ()

"CONTRACTOR"



Exhibit B Schedule of Fees

DATE: 04/27/2020

Diana Shiles
Silicon Valley Power
881 Martin Avenue
Santa Clara, CA. 95050

PROPOSAL #	SVP 04272020NM
------------	----------------

Dear Ms. Shiles:

ACT is pleased to submit this proposal to contract services for your review and approval. ACT will provide requested environmental services including one or more of the following: consulting services, chemical relocations, chemical waste packaging, biological waste packaging, radioactive waste packaging, transportation, and disposal of packaged waste. An estimated cost for services appears below. Modifications to the pricing estimate, or additions to the scope of work which require pricing changes, will be included (as needed) in the form of an addendum titled Revised Pricing Schedule.

Prices will go into effect as soon as April 27/2020 and good through (12) months from this date.

LABOR RATES *

DESCRIPTION	HOURLY CHARGE	HOURS	OVERTIME
Onsite Technician	\$55.00	Hour	\$ 83.00
Chemist	\$ 67.00	Hour	\$ 101.00
Hazardous waste endorsed Driver	\$ 67.00	Hour	\$ 101.00
Tanker Driver (Includes Tanker Truck)	\$ 95.00	Hour	\$ 143.00
Project Manager	\$ 125.00	Hour	\$ 188.00
Project Lead Emergency Response	\$ 210.00	Hour	
Emergency Response (Team of 2)	\$ 300.00	Hour	
Manifest	\$ 30.00	Each	
Profile Fee	\$ N/C	Each	
Per Diem	\$ 125.00	Per Overnight Stay	
*All labor portal to portal from San Jose, CA. Headquarters *Minimum billing hours for onsite service is 2 hours			

TRANSPORTATION*

DESCRIPTION	PER DRUM CHARGE	UOM	
5-20 Gallon	\$ 20.00	Each	

T 408.548.5050
F 408.548.5052

1210 Elko Dr., Sunnyvale CA, 94089
www.advancedchemical.net

CUSTOMER INITIALS	
-------------------	--



30-55 Gallon drum	\$ 33.00	Each	
275 Gallon Totes	\$ 100.00	Each	

MATERIALS

DESCRIPTION	UNIT COST	QUANTITY	
PPE	\$ 8.00	Each	
5 Gallon closed top poly carboy	\$ 16.00	Each	
5 Gallon open top poly drum	\$ 18.00	Each	
30 Gallon open top	\$ 55.00	Each	
55 Gallon Poly closed top drum	\$ 55.00	Each	
55 Gallon Poly Open top drum	\$ 58.00	Each	
55 Gallon Metal closed top drum	\$ 52.00	Each	
55 Gallon Metal Open top drum	\$ 55.00	Each	
Gear Truck	\$ 125.00	Each	
pH Strips	\$ 1.00	Each	
Spilfyters	\$ 9.00	Each	
VOC Sampling (8260B)	\$225.00	Each	
Cam 17 Sampling	\$350.00	Each	
Decontamination Supplies	\$100.00	Per Project	
Pogo Pump	\$50.00	Per Project	
Expendable Material/New Costs/Outside Services	\$TBD	Per Project	
Stabilization Kit	\$200.00	Per Project	

ENERGY,
INSURANCE &
RECOVERY FEE*

DESCRIPTION

Total price does not include applicable sales tax and 8% Fuel and Energy surcharge

SCOPE OF WORK

Scope of work will be:
Transportation and Disposal of drums of waste in the standard box truck. Perform onsite services 1-2 times per week or on an as needed basis.

Disposal prices are estimates based on profile/waste program acceptance and the specified waste disposal programs. In the event, waste material is not accepted to the disposal site waste program specified, another profile will be submitted to a different program.



Upon acceptance of this, the parties agree to be bound by the terms of the attached Service Agreement. The parties understand that the terms of this agreement and the terms of the Service Agreement make up the entire contract of the parties.

Additionally, ACT can and will create a emergency response plan in the event that a situation is to occur. This plan will include a location specific itemized listing as well as a generic plan for the on call team to follow. All Silicon Valley Power electrical stations inclusive, but not limited to the list below will be managed.

1. 1705 Martin Avenue, Santa Clara, CA. 95050
2. 850 Duane Avenue, Santa Clara, CA. 95050
3. Gianera Power Plant-2339 Gianera Avenue, Santa Clara, CA. 95050
4. Cogen Power Plant-524 Robert Avenue, Santa Clara, CA. 95054
5. DVR Gas Compressor Building-850 Duane Avenue, Santa Clara, CA. 95050
6. Stony Gorge Power House – 2550 Co Road, 306, Elk Creek, CA. 95939
7. Black Butte Power House – near Black Butte Reservoir, Newville Road, Orland, CA.
8. High Line Canal – near cemetery, Orland, CA. 95316
9. Field Response to anywhere in the Silicon Valley Power service territory

If the City requests a more detailed, comprehensive emergency response plan for each location, ACT may provide those services at the hourly rate for consulting services.

ACT emergency response times for the Santa Clara location will be approximately 2 hours or less, and the Orland and Willows locations will be approximately 6 hours or less depending on various factors, time of day, traffic, etc.

ACT appreciates your confidence in our abilities. Should you have any questions or if we can be of further service, please do not hesitate to contact us.

Sincerely,

Nicole R. Martinez, MBA

Account Manager
ACTenviro