

**FOURTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Clean Harbors Environmental Services, Inc., hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for medical waste disposal services on December 14, 2021, for the term of January 1, 2022 through December 31, 2022, in an amount not to exceed \$200,000; and

WHEREAS, the parties amended the agreement on January 25, 2022 to extend the term of the agreement through December 31, 2024, and increase the amount by \$400,000, to an amount not to exceed \$600,000; and

WHEREAS, the parties amended the agreement on December 15, 2023 to increase the amount by \$25,000, to an amount not to exceed \$625,000; and

WHEREAS, the parties amended the agreement on December 9, 2024 to extend the term of the agreement by 2 months through February 28, 2025; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by 22 months through December 31, 2026, and increase the amount by \$442,000 to an amount not to exceed \$1,067,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3, Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SIXTY-SEVEN THOUSAND DOLLARS (\$1,067,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Safety Officer or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term of the Agreement is amended to read as follows:


Subject to compliance with all terms and conditions, the term of this Agreement shall be from

January 1, 2022 through December 31, 2026.

3. **All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Clean Harbors Environmental Services, Inc.

	<u>1/14/2025</u>	<u>Brandon Beaver</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board