

**AMENDMENT NO. TWO TO THE AGREEMENT FOR OPERATION
OF THE PESCADERO SOLID WASTE TRANSFER STATION BETWEEN THE
COUNTY OF SAN MATEO AND ALLIED WASTE INDUSTRIES**

THIS AMENDMENT NO. TWO to that certain Agreement, dated August 12, 2008 by and between the County of San Mateo, hereinafter referred to as "County", and BFI Waste Systems of North America, LLC dba Allied Waste Services of San Mateo County, referred to as "Contractor" and is entered into this _____ day of June 2015;

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement dated July 31, 2008 on August 12, 2008, whereby Contractor provides services and certain equipment necessary to operate the Pescadero Solid Waste Transfer Station in San Mateo County and to transport and dispose of solid waste and recyclables from said transfer station in accordance with the terms and conditions of said Agreement; and

WHEREAS, the parties hereto wish to amend said Agreement to extend its term, modify the hours of operation, and modify the Contractor fee schedule.

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

1. Section C. Duration of Contract/Termination, Item 1. is hereby amended to add the following: "Pursuant to these extension provisions, the term of this agreement is extended twelve (12) months to include the time period starting August 15, 2015 and ending on August 14, 2016. Upon expiration of the twelve (12) month extension, this agreement may be extended by the parties' execution of a written amendment consistent with the above extension provisions."
2. Section P. Hours of Operation is hereby amended to read: "The transfer station shall be open from 9:00am to 4:30pm three days a week, Friday through Sunday, except for the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, unless otherwise determined by the County. During the Holiday weeks the Contractor will notify customers two weeks before the scheduled closure by posting a notice at the site and adjusting the schedule listed above to accommodate for providing three days of service per week period. As an example, if Christmas falls on a Friday the Contractor will adjust the three day a week schedule and be open on Saturday, Sunday and Monday. Contractor shall be responsible for unlocking and locking the gate to the site at the opening and closing times. If an emergency occurs at the site which requires the Contractor to close the site, a sign shall be posted in a visible location to notify customers, and the County shall be notified by phone prior to closing. If the County has not been notified, the Contractor is subject to a

reduction in the monthly operating cost fees for the time period in which the TF/MRF has been closed."

3. Exhibit "A" and "B" attached hereto replace the Contractor's fee schedules included as Exhibit "A" and "B" to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Two to Agreement the date first hereinabove written.

COUNTY OF SAN MATEO
"County"

By _____
President, Board of Supervisors,
County of San Mateo

ATTEST:

John L. Maltbie
Clerk of the Board of Supervisors

ALLIED WASTE SERVICES
"Contractor"

By  _____
Evan Boyd, Division Manager
Allied Waste Services of San Mateo County

“Exhibit A”

In consideration of the services provided by Contractor, County shall pay Contractor based on the following fee schedule:

Effective July 1, 2015						
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station						
Service	Minimum	Rate to County per Unit Cost For Transfer & Processing MSW	Maximum	Rate to County per Unit Cost For Transfer & Processing MSW	Rate to County per Unit Cost For Transfer & Processing MSW	Rate to County per Unit Cost For Transfer & Processing MSW
	3 Days a week Operation		5 Day a week Operation (Subject to final approval by the County)			
	Unit		Unit			
	Tons	\$105.16	Tons			\$105.16
	Tons	\$105.16	Tons			\$105.16
	Unit		Unit			
Variable Costs Per Ton for Municipal Solid Waste for Transfer & Processing (This includes: collection, transfer, disposal, fees and taxes.)						
Municipal Solid Waste Delivered to Ox Mountain (750 Tons or above)						
Municipal Solid Waste Delivered to Ox Mountain (380 Tons - 750 Tons)						
Fixed Operating Costs (This includes; equipment, maintenance, improvements of site, operator, operator sorting, insurance, state fees, operating permits, licenses and reuse trailer.)						
Minimum Fixed Operating Costs (750-1200 Tons of Municipal Solid Waste)	Per Year	\$153,561	Per Year			\$181,580
Minimum Fixed Operating Cost (380-750 Tons of Municipal Solid Waste)	Per Year	\$153,561	Per Year			\$181,580

“Exhibit B”

In consideration of the services provided by Contractor, County shall pay Contractor based on the following fee schedule:

Effective July 1, 2015					
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station					
Service:		Minimum		Maximum	
		3 Days a week Operation		5 Days a week Operation (Subject to prior approval by the County)	
Service			Minimum 3-Day a week operation		Minimum 5-Day a week operation
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF		Unit	Rate to County per Unit Cost for Processing Recyclables	Unit	Rate to County per Unit Cost for Processing Recyclables
Commingled Single Stream					
All Paper Fiber, Bottles & Cans		Per Ton	\$113.10	Per Ton	\$113.10
Empty Aerosol Cans		Per Ton	\$113.10	Per Ton	\$113.10
Film Plastic		Per Ton	\$113.10	Per Ton	\$113.10
Aseptic Containers		Per Ton	\$113.10	Per Ton	\$113.10
Aluminum Foil		Per Ton	\$113.10	Per Ton	\$113.10
Single Stream Glass		Per Ton	\$113.10	Per Ton	\$113.10
Metal		Per Ton	\$81.80	Per Ton	\$81.80
Appliances (Washer, Dryers, Dishwasher, Stoves Ovens, Ovens, (Microwave)		Per Ton	\$81.80	Per Ton	\$81.80
Water Heaters 30 gal or less		Per Ton	\$81.80	Per Ton	\$81.80
Water Heaters 30 gal and larger		Per Ton	\$81.80	Per Ton	\$81.80

**Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste
at the Pescadero Transfer Station**

Service:		Minimum	Maximum	
		3-Days a week Operation	5-Days a week Operation (Subject to prior approval by the County)	
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF		Unit	Rate to County per Unit Cost for Processing Recyclables	Rate to County per Unit Cost for Processing Recyclables
Mattress/Box Springs		Per Ton	\$105.16	\$105.16
Sofa/Upholstered furniture		Per Ton	\$105.16	\$105.16
Yardwaste		Per Ton	\$130.28	\$130.28
Wood Waste (Clean)		Per Ton	\$130.28	\$130.28
		Per Ton		
Inerts (Dirt, Concrete, Rock, Asphalt)		Per Ton	\$59.22	\$59.22
Electronic Waste	Included in the Operating Cost of the TS/MRF	Per Ton	\$0-	\$0-
Universal Waste (Fluorescent Tubes & Batteries)	Included in the Operating Cost of the TS/MRF	Per Ton	\$0-	\$0-
Tires		Each	\$8.30	\$8.30
Yardwaste		Per Ton	\$130.28	\$130.28
Food Waste (Agricultural)		Per Ton	\$130.28	\$130.28

Effective July1, 2015					
Allied Waste Rates to the County For Operation, Transferring and Processing of Municipal Solid Waste at the Pescadero Transfer Station					
Service:	Minimum	Maximum			
	3-Days a week Operation	5-Days a week Operation (Subject to prior approval by the County)			
Variable Transfer & Processing Costs Per Ton for Providing Recycling Services at TS/MRF	Unit	Unit	Rate to County per Unit Cost for Processing Recyclables	Rate to County per Unit Cost for Processing Recyclables	
Waste Oil/Filters	Included in the Operating Cost of the TS/MRF Each		\$0-	Each	\$0-
Latex Paint	Included in the Operating Cost of the TS/MRF Lb		\$0-	Lb	\$0-

Exhibit B rates may be reduced if the Contractor and/or the County can identify markets to process and transfer recyclable materials at a lower cost.