

**AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
GENERAL ENVIRONMENTAL MANAGEMENT, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2006, by and between COUNTY OF SAN MATEO, hereinafter called "County," and GENERAL ENVIRONMENTAL MANAGEMENT, 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 to package, transport, and dispose of waste from the County's various household hazardous waste facilities on November 9, 2004; and

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

1. Paragraph 3, **Payments**, is amended to read as follows:

"3. Payments

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payments to Contractor based on the rates and in the manner specified in Exhibit "B". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE MILLION SIX HUNDRED SIX THOUSAND DOLLARS (\$1,606,000.00) collectively for the terms of all the contracts approved under one resolution. The amount the County is obligated to collectively pay shall not exceed \$453,860 in FY 2005-06."

2. Exhibit "A", **Services to be Performed by Contractor**, Paragraph 4, is amended to read as follows:

"Permanent facilities are located at:

Half Moon Bay, Pacifica, San Bruno, San Carlos, San Mateo,
South San Francisco

25 lab pack pick ups per year estimated

25 flammable liquid and loose pack pick ups per year estimated."

3. All other terms and conditions of the assignment of the Pollution Control Industries agreement to General Environmental Management by Resolution No. 67033 dated November 9, 2004, between the County and Contractor shall remain in full force and effect until it terminates December 1, 2006

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____

Jerry Hill

President, Board of Supervisors

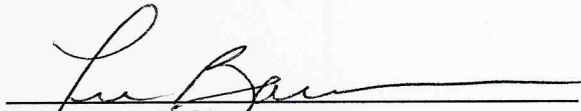
Date: _____

ATTEST:

By: _____

Clerk of Said Board

GENERAL ENVIRONMENTAL MANAGEMENT, INC.



Contractor's Signature

Date: 12-15-05