

Contract Start Date:	<u>March 1, 2022</u>	Total Contract Amount:	<u>\$0.00</u>
Original Contract Expiration Date:	<u>February 29, 2024</u>	Original Contract:	<u>\$0.00</u>
Current Contract Expiration Date:	<u>February 29, 2024</u>	Previous Amendment(s) Total:	<u>N/A</u>
Requested Contract Expiration Date:	<u>February 28, 2027</u>	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the **Minnesota Pollution Control Agency** ("MPCA" or "State"), 520 Lafayette Road North, St. Paul, MN 55155, and **Ramsey County**, 2785 White Bear Avenue, Maplewood, MN 55109 (County or Governmental Unit).

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract No.: 203729 ("Original Contract") to provide **hazardous waste inspections for large quantity generators**.
2. This amendment is needed to extend the end date, update Authorized Representatives, and remove Vaccination and Testing clause.
3. The State and the County are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Agreement**" is amended as follows:

- 1.1** Effective Date: **March 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2** Expiration Date: ~~February 29, 2024~~ **February 28, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 6. "**Authorized Representatives**" is amended as follows:

The MPCA's Authorized Representative is ~~Brian Gove~~ **Jason Hawksford**, 520 Lafayette Road North, Saint Paul, Minnesota 55155, ~~651-757-2397~~ ~~651-757-2194~~, ~~brian.gove@state.mn.us~~ Jason.hawksford@state.mn.us, or successor.

Ramsey County's Authorized Representative is ~~Mindy Stepnick~~ **Ahmet Baysal**, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota 55109, ~~651-266-1186~~ ~~651-470-4731~~, ~~mindy.stepnick@co.ramsey.mn.us~~ Ahmet.baysal@co.ramsey.mn.us, or successor.

REVISION 3. Clause 13. "**Vaccination/Testing Requirements**" is amended as follows:

~~**13.1 Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").~~

~~**13.2 Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.~~

~~13.3 Compliance.~~ Contractor is responsible for the following:

- ~~13.3.1~~ Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
- ~~13.3.2~~ Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
- ~~13.3.3~~ Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and
- ~~13.3.4~~ Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 2 Requirements, above.

~~13.4 Reporting.~~ Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

This clause intentionally left blank.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect. The Original Contract, previous amendments and change orders are incorporated into this Contract by reference.

Signatures

Title	Name	Signature	Date
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