



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

---

## **AGENDA REQUEST & STAFF REPORT**

### **For Board Business Meeting of August 1, 2016**

---

**DATE:** July 26, 2016

**FROM:** Chad Centola                      Solid Waste                      x7172

**TITLE OF AGENDA ITEM:**

Consideration of Board authorization and Chair signature for amendment to extend agreement for household hazardous waste management services.

**PUBLIC HEARING ON THIS DATE?** No

**BACKGROUND AND POLICY IMPLICATIONS:**

In June, 2014, the Board of County Commissioners issued a Notice of Intent to award a contract to Clean Harbors Environmental Services, Inc. for the operation of the County's household hazardous waste management program. The program include operation of the hazardous waste facility at Knott Landfill, the operation of rural household hazardous waste collection events in Redmond, Sisters and La Pine, and the management of hazardous wastes received through the program.

The contract includes the option, at the County's discretion, to extend the contract annually for up to two 1-year extensions. This amendment provides for the second 1-year extension of the contract. With the exception of a change in cost for the management of mercury (due to changes in regulatory requirement related to mercury management), Clean Harbors Environmental Services, Inc. has proposed no increases in personnel or hazardous waste management fees related to program operation in FY 2016-17.

**FISCAL IMPLICATIONS:**

Funds in the amount of \$228,000 have been budgeted for the household hazardous waste management program in FY 2016-17. Actual costs and payments to Clean Harbors are contingent on the volume of household hazardous waste managed through the program.

**RECOMMENDATION & ACTION REQUESTED:**

Staff recommends that the Board approve Amendment 2016-259 to Services Agreement 2014-310 with Clean Harbors Environmental Services for the operation of the household hazardous waste management program for FY 2016-17.

**ATTENDANCE:** Consent Agenda Item.

**DISTRIBUTION OF DOCUMENTS:**

Return documents to the Solid Waste Department for distribution.

1/12/16

## **DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:** 07/27/26

**Department:** Solid Waste

**Contractor/Supplier/Consultant Name:** Clean Harbors Environmental Services, Inc

**Contractor Contact:** Mark Hayes  
7397

**Contractor Phone #:** (509)202-

**Type of Document:** Amendment to Services Agreement 2014-310

**Goods and/or Services:** Household and Conditionally Exempt Generator Hazardous Waste Management Program. Services provided include operation of the hazardous waste facility at Knott Landfill, the operation of rural household hazardous waste collection events in Redmond, Sisters and LaPine, and the management of hazardous wastes received through the program.

**Background & History:** In June, 2014, the Board of County Commissioners issued a Notice of Intent to Award a contract to Clean Harbors Environmental Services, Inc. for the operation of the County's household hazardous waste management program. The contract includes the option, at the County's discretion, to extend the contract annually for up to two 1-year extensions. With the exception of a change in costs for the management of mercury (due to federal regulatory requirements) Clean Harbors Environmental Services, Inc. has not change any of the fees related to program operation in FY 2016-17.

**Agreement Starting Date:** July 31, 2016 or the date each party has signed the contract amendment, whichever is later.

**Ending Date:** July 31, 2017

**Annual Value or Total Payment:** \$228,000

☒ Insurance Certificate Received (check box)  
Insurance Expiration Date: 11/01/2016

Check all that apply:

- ☒ RFP, Solicitation or Bid Process  
☐ Informal quotes (<\$150K)  
☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget? ☒ Yes ☐ No

If **No**, has budget amendment been submitted? ☐ Yes ☐ No

**Is this a Grant Agreement providing revenue to the County?** ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

**Departmental Contact and Title:** Chad Centola, Interim Director of Solid Waste  
**Phone #:** x7172

**Department Director Approval:**  7/26/16  
Signature Date

**Distribution of Document:** Return documents to the Solid Waste Department for distribution.

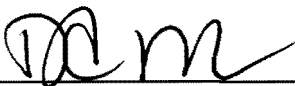
---

**Official Review:**

County Signature Required (check one):

- ☒ BOCC (if \$150,000 or more)  
☐ County Administrator (if \$25,000 but under \$150,000)  
☐ Department Director (if under \$25,000)

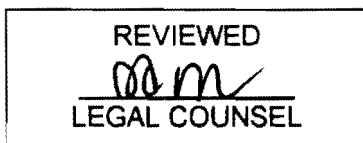
Legal Review



Date

7/26/16

Document Number 2016-259



For Recording Stamp Only

**DOCUMENT NO. 2016-259  
AMENDING DESCHUTES COUNTY CONTRACT NO. 2014-310**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2014-310 dated July 18, 2014 by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be **July 31, 2016** or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **July 31, 2017**, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. At the County's discretion, this Contract is subject to two (2) one-year extensions for up to a total of three (3) years. This Amendment authorizes the first renewal for year 3 of Contract 2014-310.

Clean Harbors Environmental Services, Inc. Household Hazardous Waste Management Program Fee Schedule is hereby amended in accordance with the attached Exhibit 1.


CONTRACTOR: CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

  
\_\_\_\_\_  
Authorized Signatory

Dated this 26<sup>th</sup> of July, 2016

DESCHUTES COUNTY

DIRECTOR OF SOLID WASTE

  
\_\_\_\_\_  
TIMM SCHIMKE

DESCHUTES COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
ALAN UNGER  
Chair, County Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary

**EXHIBIT 1**  
**Clean Harbors Environmental Services, Inc.**  
**Household Hazardous Waste Management Program Fee Schedule**

**FACILITY STAFFING AND OPERATION-KNOTT LE HAZARDOUS WASTE FACILITY**

<b>Fee Category</b>		<b>Estimated Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
Mobilization		22	Lump Sum	<b>\$766.00</b>
Site Supervisor	Regular Time	352	/hour	<b>\$45.72</b>
	Overtime	0	/hour	<b>\$68.58</b>
Chemist	Regular Time	352	/hour	<b>\$40.64</b>
	Overtime	0	/hour	<b>\$60.96</b>
Hazardous Waste Technician	Regular Time	352	/hour	<b>\$35.56</b>
	Overtime	0	/hour	<b>\$53.34</b>
Per Diem <sup>1</sup>	—	66	/staff person	<b>\$96.52</b>

<sup>1</sup> Per diem applies only to Contractor personnel requiring overnight accommodations necessary for operation of the HHW facility. Per diem shall include lodging, food, and other sustenance and incidental charges.

<sup>2</sup> Assumptions: 22 events/year, 3 staff persons/event (1 supervisor, 1 chemist, 1 HW technician), 16 hours/event/staff person (8 hours/day), overtime will be paid at specified unit prices if incurred

**FACILITY STAFFING AND OPERATION-RURAL TEMPORARY HHW EVENTS**

<b>Fee Category</b>		<b>Estimated Annual Quantity<sup>1</sup></b>	<b>Unit</b>	<b>Unit Price</b>
Mobilization		3	Lump Sum	<b>\$766.00</b>
Site Supervisor	Regular Time	28	/hour	<b>\$45.72</b>
	Overtime	0	/hour	<b>\$68.58</b>
Chemist	Regular Time	24	/hour	<b>\$40.64</b>
	Overtime	0	/hour	<b>\$60.96</b>
Hazardous Waste Technician	Regular Time	96	/hour	<b>\$35.56</b>
	Overtime	0	/hour	<b>\$53.34</b>

<sup>1</sup> Assumptions: 3 events/year, 6 staff persons/event (1 supervisor, 1 chemist, 4 HW technicians), 8 hours/event/staff person, overtime will be paid at specified unit prices if incurred

Waste Type	Packing Method	Management Method	Container Size	Unit	Unit Price
Organic Peroxide	Labpack	Destructive Incineration	5-gal pail	/pail	<b>\$108.90</b>
			16-gal drum	/drum	<b>\$187.80</b>
Mercury (in devices)	Labpack	Recycle	5-gal pail	/pail	<b>\$264.21</b>
Mercury (elemental)	Labpack	Long-term Storage	5-gal pail	/pail	<b>\$15.00/month*</b>
Fluorescent Tubes	Loosepack	Recycle	Box	/lin. ft.	<b>\$251.31</b>
HID/CFL Bulbs	Loosepack	Recycle	55-gal drum	/drum	<b>\$251.31</b>
PCB Capacitors, Ballasts	Loosepack	Recycle	55-gal drum	/drum	<b>\$345.25</b>
Batteries (Lithium-ion)	Loosepack	Recycle	5-gal pail	/pail	<b>\$127.00</b>
Batteries (NiCad)	Loosepack	Recycle	30-gal drum	/pail	<b>\$260.40</b>
Fusees	Loosepack	Destructive Incineration	5-gal pail	/pail	<b>\$45.00</b>

\*Elementary Mercury flask purchase \$200.00/lbs container and labeling/shipment fee \$50.00 – storage rental is billed annually

1 ton Keg is \$90.00/month storage rental, keg purchase -\$1500.00 and labeling/shipment fee \$250.00 – storage rental is billed annually

# HHW PACKAGING, TRANSPORTATION AND MANAGEMENT

Waste Type	Packing Method	Management Method	Container Size	Unit	Unit Price
Paint Related Materials (Includes paints and stains not acceptable for Paint Care Program)	Loosepack	Fuel Blend/ Energy Recovery	CY box	/box	\$349.91
			55-gal drum	/drum	\$154.79
Flammable Liquids (Fuels, solvents, etc.)	Bulk	Fuel Blend/ Energy Recovery	55-gal drum	/drum	\$117.17
Combustible Liquids (Oils, fuels etc.)	Bulk	Fuel Blend/ Energy Recovery	55-gal drum	/drum	\$117.17
Antifreeze Solutions (Ethylene Glycol, etc.)	Bulk	Recycle	55-gal drum	/drum	\$132.41
Toxic Liquids, Flammable	Labpack	Destructive Incineration	55-gal drum	/drum	\$154.79
Toxic Solids, Organic	Loosepack	Destructive Incineration	CY box	/box	\$541.77
Aerosols, Flammable (paints, adhesives, etc.)	Loosepack	Destructive Incineration	CY box	/box	\$517.55
Compressed Gas, Flammable (propane, butane)	Loosepack	Fuel Blend/ Energy Recovery	5-gal tank	/tank	\$120.00
Compressed Gas, Flammable (propane, butane)	Loosepack	Fuel Blend/ Energy Recovery	16 oz. +/- cylinder	/cylinder	\$15.24
Corrosive Liquids, Acidic, Inorganic	Labpack	Destructive Incineration	30-gal drum	/drum	\$186.63
			55-gal drum	/drum	\$248.84
Corrosive Liquids, Basic, Inorganic	Labpack	Destructive Incineration	30-gal drum	/drum	\$186.63
			55-gal drum	/drum	\$248.84
Ammonia Solutions	Labpack	Destructive Incineration	30-gal drum	/drum	\$112.50
			55-gal drum	/drum	\$150.00
Hypochlorite Solutions (Pool/Spa Chemicals)	Labpack	Destructive Incineration	16-gal drum	/drum	\$122.40
			30-gal drum	/drum	\$153.00
Oxidizing Solid	Loosepack	Destructive Incineration	5-gal pail	/pail	\$79.25
			16-gal drum	/drum	\$149.30
Oxidizing Liquid	Labpack	Destructive Incineration	5-gal pail	/pail	\$79.25
			16-gal drum	/drum	\$149.30
			30-gal drum	/drum	\$186.63