

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
12.2
(ID # 6178)

MEETING DATE:

Tuesday, January 30, 2018

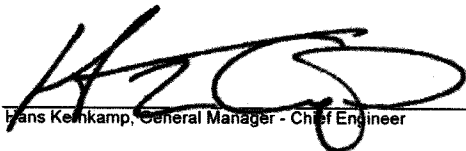
FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Ratify and Approve Amendment Nos. 1 through 5 and Execute Amendment No. 6 for Final Year of Current Professional Services Agreement with Clean Harbors Environmental Services, Inc., for Household Hazardous Waste (HHW) Collection and Disposal Services for Countywide HHW Collection Program. All Districts [\$1,074,720.41] 100% Department of Waste Resources Enterprise Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Amendment Nos. 1 through 5 for Household Hazardous Waste (HHW) Collection and Disposal Services Agreement with Clean Harbors Environmental Services, Inc.
2. Approve and execute Amendment No. 6 to authorize a 1.9% rate increase equivalent to the annual percentage change in the Consumer Price Index (CPI) and extend the period of performance to cover the fifth and final year of the current agreement.


ACTION: Policy


Hans Kerkamp, General Manager - Chief Engineer 1/17/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: January 30, 2018
xc: Waste

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 537,360.20	\$ 537,360.20	\$ 1,074,720.41	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department of Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	17/18-18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Household Hazardous Waste (HHW) Collection Program began in 1988. First operated by the Environmental Health Agency's Hazardous Material Division, the program was transferred to the Waste Management Department (Department) on July 1, 2006.

In compliance with California Government Code § 25502.5 County Counsel has recommended that any amendments for service agreements with an annual aggregate cost exceeding \$100,000 be ratified or executed exclusively by the Board.

This is the fifth and final year of the agreement. Services will be let to bid again before contract expiration in December 2018.

Impact on Residents and Businesses

In Fiscal year 2016/2017, 20,968 households were served and 1.69 million pounds of HHW was collected. The Household Hazardous Waste Collection Program provides free HHW collection to Riverside County residents. The collection of HHW provides a needed service for County residents and helps protect the public health and environment by ensuring proper management of this hazardous waste stream. CHES has satisfactorily performed these services for Riverside County for the last decade.

Additional Fiscal Information

Contractor services provide supplies, staffing, collection and management of HHW collected at four permanent and 17 temporary HHW collection sites. For FY 2016/2017, contractor costs were \$964,969.44 down from \$1.1 million in previous years.

Even with the 1.9% rate increase in Amendment No. 6 the annual maximum contract amount is not expected to be exceeded because over the life of the contract we have consistently operated under budget.

Contract History and Price Reasonableness

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

In August 2013, County Purchasing released Request for Proposal (RFP) WMARC-226, soliciting proposals for HHW Collection and Disposal Services on behalf of the Department. RFPs were sent to potential bidders, advertised on the County Purchasing website and the e-Procurement service was used to attract bids. A total of three (3) contractors submitted proposals. A comprehensive analysis was performed by County Purchasing and the Department.

Of the three proposals received, PSC Environmental Services and Clean Harbors Environmental Services both showed experience and infrastructure capable of performing all requirements for the County's HHW Program. As the most responsive, responsible proposals with the lowest cost, County Purchasing requested best and final offers from these two bidders. Each qualified proposer was evaluated based on criteria set forth in the RFP (overall response to the RFP, experience and ability, overall cost, references, and licenses and certifications). Each bidder's proposed cost for services were applied to actual program activity for FY12/13 to determine best pricing, the results of which are shown below:

CHES	PSC	ACT
\$ 1,074,720.41	\$ 1,218,151.00	\$ 1,453,663.00

Based on the analysis of the proposals submitted, Purchasing and the Department selected the lowest responsive/responsible vendor: Clean Harbors Environmental Services, Inc.

On December 17, 2013 (M. O. 12-1c), the Board of Supervisors approved the Professional Service Agreement with Clean Harbors Environment Service, Inc. in the annual amount of \$1,074,720.41 and authorized the Purchasing Agent to:

- a) execute ministerial amendments on behalf of the County;
- b) exercise the option to renew the agreements annually for up to four (4) additional one-year periods; and
- c) approve annual increases to the contractor's fee schedule, attached to the agreement as Exhibit B, not to exceed the Consumer Price Index (CPI).

Amendment History:

No 1: Amendment executed to adjust the price for a 55 gallon sharps to \$72.00

No 1: Amendment executed for the annual renewal to 12/10/2015

No 3: Amendment executed for the annual renewal to 12/10/2016

No 4: Amendment executed for 1.1% increase as allowed per contract terms, added CESQG rates, and added a truck stop fee of \$75 per pick up for used motor oil

No 5: Amendment executed for the annual renewal to 12/10/2017

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Teresa Summers, Director of Purchasing

1/22/2018


Gregory V. Priamos, Director County Counsel

1/23/2018

COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE AGREEMENT
WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Original Contract Term:	December 17, 2013 through December 10, 2014
Contract Term Extended To:	December 9, 2018
Effective Date of Amendment:	December 10, 2017
Original Annual Maximum Contract Amount:	\$1,074,720.41
Amended Annual Maximum Contract Amount:	Not Applicable
Original Contract ID:	WMARC-92645-002-12/14
Amended Contract ID:	WMARC-92645-002-12/18

Amendment No. 1 executed on 6/24/14 adjusted the price for 55 Gal. sharps to \$72.00;
Amendment No. 1 executed on 12/10/14 extended the period of performance through 12/10/15;
Amendment No. 3 executed on 12/11/15 extended the period of performance through 12/10/16;
Amendment No. 4 executed on 08/26/16 amended Exhibit B to include a price increase of 1.1%;
added CESQG rates, and added a truck stop fee of \$75 per pick up for used motor oil; and
Amendment No. 5 executed on 1/11/2017 extended the period of performance through 12/10/2017.

The Agreement between County of Riverside (COUNTY) and Clean Harbors Environmental Services, Inc. (CONTRACTOR), entered into as of December 17, 2013, is amended as follows:

1. Contract ID Number is changed from WMARC-92645-002-12/14 to WMARC-92645-002-12/18.
2. COUNTY and CONTRACTOR agree to exercise the fourth, one-year renewal option provided for in Subsection 2.1 of Section 2. Period of Performance. As a result, the period of performance is hereby extended to December 9, 2018.
3. All rates in Exhibit B (Payment Provisions) as previously amended to include a 1.1% increase are hereby further amended to include an additional increase of 1.9% in accordance with Section 3.2 Compensation.
4. All rates in Exhibit B-1 (Payment Provisions for Added CESQG Rates) are hereby amended to include an additional increase of 1.9% in accordance with Section 3.2 Compensation.
5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

[SIGNATURES ON NEXT PAGE]

JAN 30 2018 12.20

COUNTY OF RIVERSIDE
AMENDMENT NO. 6 TO THE AGREEMENT
WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: *Chuck Washington*
Chuck Washington
~~John F. Tavaglione~~, Chairman
Board of Supervisors

Dated: JAN 30 2018

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

By: *Gary Burns*
Gary Burns, Vice President of Operations
Southern California District

Dated: 1-10-18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Dated: JAN 30 2018

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: *Synthia M. Gunzel*
Synthia Gunzel, Chief
Deputy County Counsel

Dated: 1-23-18

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
Clean Harbors Environmental Services Inc.**

CONTRACTOR: Clean Harbors Environmental Services Inc.
Contract Term: Dec. 11, 2014 through Dec. 10, 2015
Effective Date of Amendment: December 17, 2015
Annual Maximum Contract Amount: \$ 1,074,720.41
Contract ID: WMARC-92645-002-12/15

The Agreement between Riverside County, herein referred to as COUNTY and Clean Harbors Environmental Services Inc. (CHES), herein referred to as CONTRACTOR, is amended as follows:

1. On page 3 of the Agreement, amend Section 2.1 the "Period of Performance":
To amend all reference to the Period of Performance from expiration of 12/10/2014 to a Period of Performance of 12/11/2014 through 12/10/2015, unless terminated as specified in Section 9 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
County of Riverside Purchasing and Fleet
Services
2980 Washington Street
Riverside, CA 92504

By: Walter Mack
Name: Walter Mack.
Title: Senior Procurement Contract
Specialist
Date: 12/10/14

Contractor
Clean Harbors Environmental Services Inc.
1715 E Denni Street
Wilmington, CA 90744

By: Ronald L. Meeks
Name: Ronald L. Meeks
Title: Vice President
Date: 12/3/14

14 JUN 26 AM 10:41

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

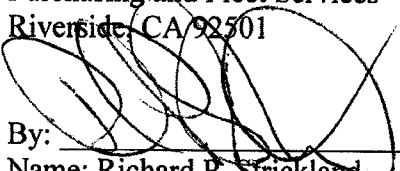
CONTRACTOR: Clean Harbors Environmental Services, Inc.
Contract Term: December 17, 2013 through December 10, 2014
Effective Date of Amendment: June 18, 2014
Annual Maximum Contract Amount: \$1,074,720.41

1. The Agreement between Riverside County, herein referred to as COUNTY and Clean Harbors Environmental Services, Inc., herein referred to as CONTRACTOR, is amended as follows:
2. On page 31 of the Agreement, change price for 55 Gal "Sharps (Home generated), DI/LO to the following: 55Gal \$72.00 including transportation, disposal and 55 gallon drums for the treatment method of Autoclaving and Landfill.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

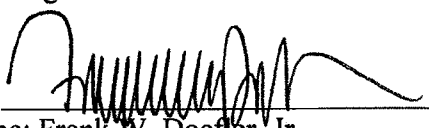
County

County of Riverside
Purchasing and Fleet Services
Riverside, CA 92501

By: 
Name: Richard P. Strickland
Title: Procurement Contract Specialist
Date: JUNE 24, 2014

Contractor

Clean Harbors Environmental Services, Inc.
1715 East Denni Street
Wilmington CA 90744

By: 
Name: Frank W. Doefler, Jr.
Title: Technical Services General Manager
Date: 6/19/14

COUNTY OF RIVERSIDE
WASTE MANAGEMENT
14 JUN 20 PM 2:00

COUNTY OF RIVERSIDE
AMENDMENT NO. 3
TO THE AGREEMENT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

COUNTY OF RIVERSIDE
WASTE MANAGEMENT

15 DEC -9 PM 2:30

The Professional Service Agreement for Household Hazardous Waste Collection Services, executed on December 17, 2013 between Riverside County, herein referred to as COUNTY, and Clean Harbors Environmental Services, Inc., herein referred to as CONTRACTOR, is amended as follows:

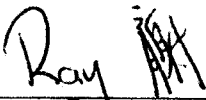
Original Contract Term: Through December 10, 2014, with the option to renew for four (4) years.
Effective Date of Amendment: December 11, 2015.
Annual Maximum Contract Amount: \$1,074,720.41


1. On page 3 of 38 of the Agreement, amend Section 2 "Period of Performance" 2.1: To amend all reference to the Period of Performance "through December 10, 2014, with the option to renew for four (4) additional years", to a Period of Performance of December 11, 2015 through December 10, 2016, unless terminated earlier as specified in Section 5 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
County of Riverside
Department of Waste Resources
14310 Frederick St
Moreno Valley, CA 92553

Contractor
Clean Harbors Environmental Services, Inc.
1715 E Denni Street
Wilmington, CA 90744

By: 

By: 

Name: Ray Hsieh

Name: Mark Mooney

Title: Procurement Contract Specialist

Title: Regional Vice President of Sales

Date: 12-11-15

Date: 12/7/2015

COUNTY OF RIVERSIDE
 AMENDMENT NO. 4
 TO THE AGREEMENT WITH
 CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

The Professional Service Agreement for Household Hazardous Waste Collection Services, executed on December 17, 2013 between Riverside County, herein referred to as COUNTY, and Clean Harbors Environmental Services, Inc., herein referred to as CONTRACTOR, is amended as follows:

Original Contract Term: December 17, 2013 through December 10, 2014
 Effective Date of this Amendment: August 1, 2016
 Annual Maximum Contract Amount: \$1,074,720.41
 Summary of Previous Amendments:

Amendment No. 1[a] executed on 12/10/14 extended period of performance through 12/10/15.
Amendment No. 1[b] executed on 6/24/14 adjusted the price for 55Gal sharps to \$72.00.
Amendment No. 3 executed on 12/11/15 extended period of performance through 12/10/16.

1. All rates in Exhibit B (Payment Provisions) are amended to include a price increase of 1.1% in accordance with Section 3.2 Compensation.
2. Exhibit B (Payment Provisions): Amend last column on pages 29 through 32 to add attached Exhibit B-1 in accordance with Exhibit A (Scope of Service) Section A6 Implementation of Conditionally Exempt Small Quantity Generators (CESQGs).
3. Exhibit B (Payment Provisions): Add the following to page 34 of 38.

Equipment/Materials Not Otherwise Specified	Unit Cost	Unit of Measure	Notes
Truck Stop Fee	\$75.00	Per Pick-Up	For used motor oil

4. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
 County of Riverside
 Department of Waste Resources
 14310 Frederick St
 Moreno Valley, CA 92553

Contractor
 Clean Harbors Environmental Services, Inc.
 1715 E Denni Street
 Wilmington, CA 90744

By: Ray Hsieh

By: Mark Mooney

Name: Ray Hsieh

Name: MARK MOONEY

Title: Procurement Contract Specialist

Title: VP TECHNICAL SERVICES WEST

Date: 08-26-16

Date: 8/24/2016

EXHIBIT B-1
PAYMENT PROVISIONS for Added CESQG Rates*

Waste Category, Disposal & Packaging Method	CESQG Per lb Rates
Acidic, Liquid/Solid, Inorganic, DI / LP	\$1.38
Acidic, Liquid/Solid, Organic, DI / LP	\$1.38
Aerosols, DI / LO	\$1.33
Antifreeze, R / BU	\$0.07
Asbestos – friable, F / BU	N/A
Basic, Liquid. Solid, Inorganic, DI / LP	\$1.38
Basic, Liquid. Solid, Organic, DI / LP	\$1.38
Batteries, Lead Acid, R / LO	N/A
Butane Lighters, DI/LO	\$7.10
Butane Lighters, FI / LO	\$7.10
Compressed Gas Cylinders: MAPP /gas, FI / LO	N/A
Compressed Gas Cylinders: CFCs, R / LO	N/A
Crushed Broken Fluorescent Tubes, R / LO	N/A
Neutral Oxidizer, DI / LP	\$2.04
Cyanide, Liquid/Solid, DI / LP	\$7.10
Empty Drum, Non-RCRA (greater than 5 gallon in size), R / N/A	N/A
Flammable Liquid, DI / LO	\$1.22
Flammable Liquid, Toxic, DI / LO	\$1.63
Flammable Solid, DI / LO	\$0.55
Freon (aerosol can size), DI / LO	N/A
Fusee (Road Flares), DI / LO	\$7.09
Latex Paint (PaintCare Approved), R / LO	N/A
Latex Paint (Not Accepted by Paint Care)DI / LO	N/A

Waste Category, Disposal & Packaging Method	CESQG Per lb Rates
Latex Paint, PCB Contaminated, DI / LO	N/A
Lead Paint Waste, DI / LO	N/A
MAPP Gas Cylinders, R/ LO	N/A
Mercury Compounds, DI / LP	\$6.66
Mercury Compounds, N / LP	\$6.66
Mercury, Elemental and devices, R / LO	\$6.66
Nitric Acid, N / LP	\$7.10
Non PCB Ballasts/Transformers, R / LO	\$0.48
Non RCRA Liquids/Solids, DI / LO	N/A
Non RCRA Liquids/Solids, LF / LO	\$1.14
Non-RCRA Semi- Solids, DI / LO	N/A
Non-RCRA Semi- Solids, LF / LO	N/A
Non-RCRA Oily Liquids/Solids, DI / LO	N/A
Non-RCRA Oily Liquids/Solids, LF / LO	N/A
Oil Filters, R / LO	\$0.26
Oil Base Paint (Paint Care Approved), FI / DI / LO	N/A
Oil Base Paint (Non-PaintCare) FI/DI / LO	\$0.41
Organic Peroxide, Type D, Liquid/Solid, DI / LP	\$7.10
Oxidizing Liquid/Solid, Acidic, DI / LP	\$2.04
Oxidizing Liquid/Solid, Basic, DI / LP	\$2.04
Oxidizing Liquid/Solid, Neutral, DI / LP	\$2.04

Waste Category, Disposal & Packaging Method	CESQG Per lb Rates
PCB Ballast / Transformers, R / LO	\$1.20
PCB Ballast / Transformers, LF / LO	N/A
Propane Cylinders (BBQ Style), R / PA	N/A
Propane Cylinders (small Coleman style), R / LO	\$3.50
Self-Heating Substances, DI / LP	\$7.10
Sharps (Home Generated), DI / LO	N/A
Toxic Liquid, Flammable, DI / LO	\$1.63
Toxic/Liquid Solid, DI / LO	\$1.63
Used Motor Oil, R / BU	\$0.04
Used Motor Oil Contaminated with Chlorinated Substances, DI / BU	\$0.41
Used Motor Oil and diesel Mixtures, FI / BU	\$0.38
Used Motor Oil and diesel Mixtures, DI / BU	\$0.38
Used Motor Oil and diesel Mixtures, R / BU	\$0.38
Water Reactive Liquid/Solid, DI / LP	\$7.10

UNIVERSAL WASTE	CESQG Per lb Rates
Batteries – Alkaline, R / LO	\$0.88
Batteries – Alkaline, LF / LO	N/A
Batteries – Lithium, R / LO	N/A
Fluorescent Bulbs (linear foot), R / LO	N/A
Fluorescent Bulbs - CFL, R / LO	\$0.35
Fluorescent Bulbs – U-Shape, R / LO	\$0.35
Fluorescent Bulbs - Circular, R / LO	\$0.35
Crushed Broken Fluorescent Tubes, R / BU	N/A
Light Bulbs - HID, R / LO	N/A
Light Bulbs – Mercury Vapor, R / LO	N/A
Light Bulbs - Neon, R / LO	N/A
Light Bulbs – Sodium, R / LO	\$2.01
Mercury Containing Devices (specify any exclusions), R / LO	N/A

* Rates already include agreed upon CPI increase of 1.1% effective August 1, 2016.

COUNTY OF RIVERSIDE
AMENDMENT NO. 5
TO THE AGREEMENT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

The Professional Service Agreement for Household Hazardous Waste Collection Services, executed on December 17, 2013 between Riverside County, herein referred to as COUNTY, and Clean Harbors Environmental Services, Inc., herein referred to as CONTRACTOR, is amended as follows:

Original Contract Term: December 17, 2013 through December 10, 2014
Effective Date of this Amendment: December 11, 2016
Annual Maximum Contract Amount: \$1,074,720.41

Summary of Previous Amendments:

Amendment No. 1[a] executed on 6/24/14 adjusted the price for 55Gal sharps to \$72.00.
Amendment No. 1[b] executed on 12/10/14 extended period of performance through 12/10/15.
Amendment No. 3 executed on 12/11/15 extended period of performance through 12/10/16.
Amendment No. 4 executed on 8/26/16 price increase of 1.1% and CESQG rates added.

1. Amend Period of Performance from December 11, 2015 through December 10, 2016 to December 11, 2016 through December 10, 2017.
2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County

County of Riverside
Department of Waste Resources
14310 Frederick St
Moreno Valley, CA 92553

By: 

Name: INES MARK

Title: SR. PROCUREMENT CONTRACT SPECIALIST

Date: 1/11/17

Contractor

Clean Harbors Environmental Services, Inc.
1715 E Denni Street
Wilmington, CA 90744

By: 

Name: Mark Mooney

Title: VP Technical Services, West

Date: 12/19/2016