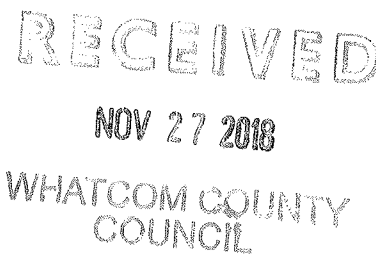


**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2018-374

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/22/18		12/4/18	Finance/Council
Division Head:					
Dept. Head:	DAD				
Prosecutor:	[Signature]	11-14-18			
Purchasing/Budget:	[Signature]	11/19/18			
Executive:	[Signature]	11.27.18			

**TITLE OF DOCUMENT:**  
**Contract Amendment #2 between Whatcom County and Stericycle Environmental Solutions**

- ATTACHMENTS:**
1. Memo to County Executive
  2. Contract Information Sheet
  3. 2 Originals of Amendment

SEPA review required?    ( ) Yes    ( X ) NO SEPA review completed?    ( ) Yes    ( ) NO	Should Clerk schedule a hearing?    ( ) Yes    ( X ) NO Requested Date:
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of this amendment is to extend the agreement for an additional three-year period. The amendment includes a 4% cost increase over the last three-year period to keep in line with increases to the consumer-price index (CPI).

<b>COMMITTEE ACTION:</b>  <div style="text-align: center;">L</div>	<b>COUNCIL ACTION:</b>
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Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:
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**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).



**MEMORANDUM**

RECEIVED

TO: Jack Louws, County Executive  
ADD

FROM: Regina A. Delahunt, Director

RE: Stericycle Environmental Solutions Contract Amendment #2

DATE: November 7, 2018

NOV 26 2018

JACK LOUWS  
COUNTY EXECUTIVE

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Enclosed are two (2) originals of a contract amendment between Whatcom County and Stericycle Environmental Solutions for your review and signature.

▪ **Background and Purpose**

The Whatcom County Hazardous Waste Management Plan calls for hazardous waste education, the collection of moderate-risk waste at a collection and storage facility, and transportation of the collected waste materials to a treatment and/or disposal facility. The purpose of this amendment is to extend the terms of this contract for an additional 3-year period, as allowed by Section 10.2 of the original contract.

▪ **Funding Amount and Source**

The operation of this facility is funded by the Department of Ecology Coordinated Prevention Grant and the Solid Waste Fund. This amendment includes a 4% cost increase to \$374,920 per year or \$1,124,760 for the three year extended contract term. Council approval is required as funding will exceed 10% of the approved 3-year contract total.

Please contact Jeff Hegedus at extension #6044 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
201211014 - 2

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health/854085 Solid Waste Enforcement
Contract or Grant Administrator:	Jeff Hegedus
Contractor's / Agency Name:	Stericycle Environmental Solutions

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201211014

Does contract require Council Approval? Yes  No  If No, include WCC: 3.08.090  
 Already approved? Council Approved Date: 12/04/12 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): 201805005

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): 12-70 Cost Center: 140202, 140204

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 2,131,500  
 This Amendment Amount:  
 \$ 1,124,760  
 Total Amended Amount:  
 \$ 3,256,260

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This contract provides funds for the operation of the Moderate Risk Waste Facility (Disposal of Toxics), maintenance of the three used motor oil and antifreeze stations, and one to two off-site collection events per year.

Term of Contract: <u>3 years</u>	Expiration Date: <u>12/31/2021</u>
----------------------------------	------------------------------------

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>9/14/2018</u>
	2. Attorney signoff: _____	Date: <u>11-14-18</u>
	3. AS Finance reviewed: <u>bberner</u>	Date: <u>11/19/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>10-31-18</u>
	6. Submitted to Exec.: _____	Date: <u>11-26-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.  
201211014 - 2

**WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION**

**Whatcom County # 201211014**

**PARTIES:**

**Whatcom County  
Whatcom County Courthouse  
311 Grand Avenue  
Bellingham, WA 98225**

**AMENDMENT NUMBER: 2**

**CONTRACT PERIODS:**

**Original: 01/01/2013 – 12/31/2015  
Amendment #1: 01/01/2016 – 12/31/2018  
Amendment #2: 01/01/2019 – 12/31/2021**

**AND CONTRACTOR:**

**Stericycle Environmental Solutions  
5151 San Felipe #1000  
Houston, TX 77056**

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

**DESCRIPTION OF EXTENSION:**

1. Extend the duration and other terms of this contract for 3 years, as per the original contract. "General Terms, Section 10.2, Extension".
2. Amend Exhibit A to add a "Non-Specified Container Conversion" table; revised Exhibit A is attached.
3. Amend Exhibit B to reflect a 4% increase in costs for performing this work since the previous contract amendment in 2016.
4. Funding for this contract period (01/01/2019 – 12/31/2021) is not to exceed \$1,124,760.
5. Funding for the total contract period (01/01/2013 – 12/31/2021) is not to exceed \$3,256,260.
6. All other terms and conditions remain unchanged.
7. The effective start date of the extension is 01/01/2019.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

APPROVAL AS TO PROGRAM: John Wolpers 11/9/18  
John Wolpers, Environmental Health Manager Date  
DEPARTMENT HEAD APPROVAL: Regina A. Delahunt 11/13/18  
Regina A. Delahunt, Health Department Director Date  
APPROVAL AS TO FORM: Royce Buckingham 11/14/18  
Royce Buckingham, Civil Deputy Prosecuting Attorney Date

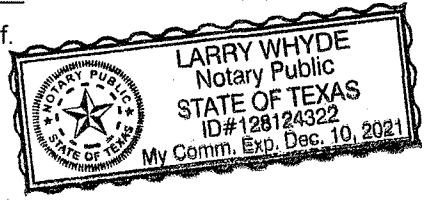
FOR THE CONTRACTOR:

Melinda Rath | Melinda Rath, VP of Sales | 10/31/2018  
Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON )  
Texas )  
COUNTY OF WHATCOM )  
Harris

On this 31 day of October, 2018, before me personally appeared Melinda Rath, to me known to be the VP of Sales and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]  
NOTARY PUBLIC in and for the State of Washington, Texas  
Residing at 5151 San Felipe, Ste 1000, Houston, TX 77056  
My Commission expires: 12/10/2012



FOR WHATCOM COUNTY:

\_\_\_\_\_  
Jack Louws, County Executive Date

STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.

My Commission expires: \_\_\_\_\_

**EXHIBIT "A" Amendment #2**  
(SCOPE OF WORK)  
OPERATION OF THE DISPOSAL OF TOXICS FACILITY

**TASK A.**

Contractor shall operate the Disposal of Toxics facility ('the facility') for the collection, storage, and disposal of moderate risk waste which includes household hazardous waste and small quantity generator (SQG) waste as well as universal waste. . The waste will be collected, sorted, and packed for proper reuse, recycling, or disposal. Contractor will be responsible for disposal. The facility will be operated on a scheduled basis and be also available to service commercial SQGs of moderate risk waste on a user fee basis. Contractor will be responsible for setting up a billing system to collect user fees from commercial SQGs. It is understood that there will be no cash transactions between facility employees and SQG customers. Operation will be in accordance with approved plan of operation by the Whatcom County Health Department. Reusable items including oil, oil-based paint, latex paint, and other household materials will be made available to the public for reuse. Contractor will be responsible for all disposal costs.

Contractor will be responsible for all equipment used to operate the facility, including computer and phone systems, a forklift and truck, other necessary equipment and all utilities including phone, cable/internet services associated with the site. The Contractor will also be responsible for cleaning and waxing office floor, restroom and hazardous waste portion of facility, and all necessary supplies. Contractor will also provide all necessary, miscellaneous, disposable items such as office materials and safety equipment and supplies. Contractor will also be responsible for all required annual maintenance applications such as fire-suppression system certification, back-flow prevention service check and maintenance and commercial scale certification. All existing County property, including phone system and paint can crusher remains the responsibility of Whatcom County.

Whatcom County will be responsible for property taxes and major repairs of County-owned equipment such as the paint-can crusher, as well as landscaping, keeping gutters debris free and other routine maintenance of the grounds. Whatcom County will also be responsible for upgrades to the facility structure including those required by WAC 173-350-360.

**TASK B.**

Contractor shall be responsible for maintenance, service, transportation and disposal of used oil and antifreeze from these three satellite locations:

1. Cedarville Transfer Station
2. Birch Bay Transfer Station
3. Nooksack Valley Disposal

Contractor will also be responsible for receiving used oil from the Pt. Roberts Transfer Station to the Disposal of Toxics Facility. Transportation will be provided by a third party hauler. Contractor will be responsible for recycling or disposal of used oil.

**TASK C.**

At the discretion of the County, Contractor shall hold up to two off-site collection events at various locations throughout Whatcom County.

**TASK D.**

Contractor shall provide quarterly performance reports with the following information:

1. Total number of household hazardous waste and small quantity generator waste customer vehicles using the facility.
2. Total summary of household hazardous waste and small quantity generator moderate risk waste volumes received at the facility per major waste category, as required by the Washington State Department of Ecology.
3. Total volume of used motor oil and antifreeze received at each collection station.
4. Total amount of material diverted for reuse through the "swap shop" located at the fixed facility.
5. Total number of participants at off-site collection events

Reports shall be due within 30 days following the end of the quarter being reported. Payment may be withheld if performance reports are not submitted.

**TASK E.**

Contractor shall produce the Department of Ecology Moderate Risk Waste annual report by April 1st, following the end of the year being reported. Payment may be withheld if year-end report is not submitted.

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	
1-5 gallon	35%	<ul style="list-style-type: none"> <li>• These conversions will apply to all disposal and transportation items priced per container unless quoted separately.</li> <li>• Numbers are expressed as a factor of a 55 gallon drum (e.g. 55 gallon price x 35% = sell price).</li> <li>• The (greater of the conversion factor or location container minimum of \$40 will be applied unless quoted a different rate).</li> <li>• Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.</li> <li>• Smaller container sizes can be converted to larger containers using the following steps: 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g. 5 gallon price ÷ 35% = 55 gallon price); 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes.</li> </ul>
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275 gallon totes	5x	
330/350 gallon totes	6x	

**Exhibit B – Amendment #2  
(COMPENSATION)**

Waste Stream	Packaging	Disposal	Profile	CY Box	65G - Drum	5G - Drum	Other	Notes
Acids/Bases	Lab	Treat	SE000850 /8 60		\$203.53	\$58.92		
Bases	Bulk	Treat	SE000870 /8 80		\$208.88	\$58.92		
Aerosol Paint	loose	Energy Rec.	SE000210	\$653.43	\$187.46			
Aerosol-Pesticides	loose	Incin	SE000240		\$241.02			
Alkaline/Orv Cell Batteries	loose	Landfill	SE000825		\$133.90			
Antifreeze	bulk	Recycle	SE000110					cost +15%
Antifreeze - off spec/contaminate	bulk	Energy Rec.	SE000320		\$112.48			
Auto Oil - contaminated with solvents	bulk	Energy Rec.	SE000320		\$112.48			
Flammable Solids	Lab	Incin	SE000410	\$674.86	\$241.02	\$64.27		
Fluorescent Tubes	Loose	Recycle	SE000996					cost +15%
Latex - box	loose	Landfill	SE000192	\$267.80				27 cu ft box
Latex	bulk	Landfill	SE000170		\$139.26			
Lead Acid Batteries	pallet	Recycle	SE000810					no charge
Non Regulated Solids	loose	Landfill	SE000101		\$133.90			
Metallic Mercury Waste	Lab	Recycle	SE000852				\$27.04/lb	gross wt. of container
Mercury Contaminated	Lab	Recycle	SE000853 /8 54		\$936.00	\$208.88		
Ni-Cd batteries (wet)	loose	Recycle	SE000830				\$1.14/lb	gross wt. of container
Oil Based Paint and Related Products	loose	Energy Rec.	SE000350	\$455.26	\$144.61			27cu ft. box
Oil Based Paint and Related Products	Bulk	Energy Rec.	SE000340		\$149.97			
Oil Filters	loose	Recycle	SE000195		\$128.54			
Oil and Water	Bulk	Treatment	SE000109					cost +15%
Organic Peroxides	Lab	Incin	SE000530		\$246.38	\$80.34		\$180.25 /10g-dm
Oxidizers	Lab	Treat/ Incin	SE000520		\$246.38	\$80.34		
PCB Ballasts (<91bs. Non-leakinal	loose	Landfill	SE000130		\$166.04			
PCB Ballasts (>91bs. Leaking)	loose	Incin	SE000920		\$803.40	\$80.34		
PCB Liquids	bulk	Incin	SE000930		\$546.31	\$69.63		
Pesticide Liquids	Lab	Incin	SE000610		\$208.88	\$64.27		
Pesticide Solids	loose	Incin	SE000610	\$674.86	\$208.88	\$64.27		
Pesticide Solutions	bulk	Incin	SE000615		\$246.38			
WA DW Pharmaceuticals	Bulk	Incin	WATCOM-PHARMA-02			\$83.20		
Photographic Fixer	bulk	Recycle	SE000890		\$246.38			
Span. Combust/Reactives	Lab	Incin/ Treat	SE000430 /4 40		\$294.58	\$91.05		
Solvents and flammable liquids	bulk	Energy Rec.	SE000320		\$112.48			
<b>Transportation</b>					<b>Cost</b>			
Regular material Pick-up					N/C		28/40" Box van requires	



<b>Labor Assistance</b>				<b>Rate - Per Hour</b>			
Facility Staff Supervisor				\$45.53			
Facility Support Staff				\$40.71			
PSC Renton Staff Support Labor				\$40.71			
PSC Renton, WA Staff Travel				\$27.85			
1. Drum Supplies delivered only in conjunction with waste pick-up							
2. Labor costs based on three dedicated toxics facility employees, full-time. Overtime will be invoiced at 1.5 times regular rate.							
3. \$114 surcharge for 85 Gallon Overpack drums - cost of drum and handling fee in Kent.							
4. 30G drums at 75% of 55G rate							
Alkaline Batteries	bulk	Recycle	SE000822				\$1.07/lb
Lithium Batteries (non recycle)	bulk	Incin	SE000847				\$6.97/lb
Liquids/Sludges - Haz	bulk	Stab	SE000107	\$192.82			
Liquids/Sludges - non Haz	bulk	Stab	SE000106/108	\$155.32			

**Whatcom County Facility Costs**

<b>Program Support Services</b>	<b>Billing Cycle</b>	<b>Rate</b>	<b>Comments</b>
Misc Disposable Supplies – Office paper, haz waste reference materials, postage, envelopes, fax/printer cartridges, can crush maintenance (not repair), disposable PPE including Tyvek, respirator cartridges, gloves (nitrile, labpack, chemical, cold weather): testing equipment (chlor-d-tect, pH, Oxidizer, Organic Peroxide) Spill Supplies, Absorbent Pads, Paint processing disposables, tarps, tape, aerosol puncturing machine maintenance, drum dollies, drum grabbers	Monthly	\$0	Cost + 15%
Computers – (see utilities below)	Monthly	\$0	\$0
Forklift – On-site forklift for operations including maintenance, repairs and fuel	Monthly	\$755.20	\$9,062.35
Liftgate Truck – Truck with liftgate to service remote collection sites, includes service, insurance and fuel	Monthly	\$937.30	\$8,435.70
Mileage (invoiced at Federal mileage rate for vehicle type – fluctuates)	Per mile		Variable
Utilities – including water, sewer, electric, trash (cost + administrative fee)			Cost + 15%
<b>Additional Disposal Items:</b>			<b>Rate</b>
Antifreeze recycling			Cost + 15%
Oil and Water mixture			
Light tube recycling			
Not included: Property Taxes or Permits Service or repair of can crush unit Building(s) repair, service or upgrades Electrical repair, service or upgrades Envirostars promotion or advertising	NOTES: This total is a not-to-exceed amount on an annual basis. Monthly invoices shall reflect actual costs of time, materials, and disposal based upon unit prices shown in this exhibit. However, the total of \$360,500 annually shall not be exceeded unless and until a change order for the excess amount is issued by the County, subject to the discretion of the County.		