

For Recording Stamp Only

DOCUMENT NO. 2021-555
AMENDING DESCHUTES COUNTY CONTRACT NO. 2020-461

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2020-461 dated August 5, 2020, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Clean Harbors Environmental Services, Inc. ("Contractor"), 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 August 1, 2020 August 1, 2021, 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, 2021 July 21, 2022, 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.

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.

Paul Van Der Bosch
Authorized Signature

Dated this 9 of July, 2021.

COUNTY:

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair

Phil Chang, Vice Chair

ATTEST:

Recording Secretary

Patti Adair, Commissioner

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

1. FACILITY STAFFING AND OPERATION-KHW FIXED FACILITY

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		22	Lump Sum	\$816.29	\$17,958.38
Site Supervisor	Regular Time	352	/hour	\$56.43	\$19,863.36
	Overtime	0	/hour	\$84.65	\$
Chemist	Regular Time	352	/hour	\$48.98	\$17,240.96
	Overtime	0	/hour	\$74.97	\$
Hazardous Waste Technician	Regular Time	352	/hour	\$43.54	\$15,326.08
	Overtime	0	/hour	\$65.31	\$
Per Diem ²	---	66	/staff person	\$130.61	\$8,620.26
				TOTAL	\$71,251.04

¹ Assumptions: 22 events/year, 3 staff persons/event (1 supervisor, 1 chemist, 1 hazardous waste technician), 16 hours/event/staff person (8 hours/day), no overtime included for fee evaluation (overtime will be compensated for if incurred).

² 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.

2. FACILITY STAFFING AND OPERATION-TEMPORARY HHW EVENTS

Fee Category		Estimated Annual Quantity ¹	Unit	Unit Price	Extension (Estimated Annual Quantity X unit price)
Mobilization		3	Lump Sum	\$2,333.99	\$7,001.97
Site Supervisor	Regular Time	24	/hour	\$56.43	\$1,354.32
	Overtime	0	/hour	\$84.65	\$
Chemist	Regular Time	24	/hour	\$48.98	\$1,175.52
	Overtime	0	/hour	\$74.97	\$
Hazardous Waste Technician	Regular Time	144	/hour	\$43.54	\$6,269.76
	Overtime	0	/hour	\$65.31	\$
				TOTAL	\$15,801.57

¹ Assumptions: 3 events/year, 8 staff persons/event (1 supervisor, 1 chemist, 6 hazardous waste technicians), 8 hours/event/staff person, no overtime included for fee evaluation (overtime will be compensated for if incurred).

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Paint Related Materials (Includes paints and stains not acceptable for Oregon Paint Recycling Program)	Loosepack	Fuel Blend/ Energy Recovery LPTP	CY box	35	/box	\$353.72	\$12,380.20
			55-gal drum	60	/drum	\$88.43	\$5,305.80
Flammable/Combustible Liquids (Fuels, lubricants, solvents, etc.)	Bulk	Fuel Blend/ Energy Recovery FB1/FB2	275-gal IBC Tank	18	/tank	\$516.98	\$9,305.64
			55-gal drum	30	/drum	\$103.40	\$3,102.00
Combustible Liquids (Oils, fuels etc.)	Bulk	Fuel Blend/ Energy Recovery FB2	55-gal drum	4	/drum	\$103.40	\$413.60
Antifreeze Solutions (Ethylene Glycol, etc.)	Bulk	Recycle B35	55-gal drum	4	/drum	\$103.40	\$413.60
Toxic Liquids, Organic, Flammable	Labpack	Destructive Incineration LCCR	55-gal drum	150	/drum	\$190.47	\$28,570.50
Toxic Solids, Organic	Loosepack	Destructive Incineration LCCR	CY box	20	/box	\$571.40	\$11,428.00
Aerosols, Flammable (paints, adhesives, etc.)	Loosepack	Destructive Incineration LCCRQ	CY box	25	/box	\$571.40	\$14,285.00
Compressed Gas, Flammable (propane)	Loosepack	Recycling/ Energy Recovery LCY1	5-gal tank packaged in CY box	35	/box	\$380.94	\$13,332.90
			16 oz. +/- cylinder packaged in 55-gal drum	12	/drum	\$95.23	\$1,142.76
Corrosive Liquids, Acidic, Inorganic	Labpack	Destructive Incineration LCCRA	55-gal drum	15	/drum	\$212.24	\$3,183.60
Corrosive Liquids, Basic, Inorganic	Labpack	Destructive Incineration LCCRB	55-gal drum	15	/drum	\$212.24	\$3,183.60
Oxidizing Solid	Loosepack	Destructive Incineration LCCRO	30-gal drum	2	/drum	\$244.88	\$489.76
Oxidizing Liquid	Labpack	Destructive Incineration LCCRO	30-gal drum	6	/drum	\$244.88	\$1,469.28

3. HHW PACKAGING, TRANSPORTATION AND MANAGEMENT (Cont'd)

Waste Type	Packing Method	Management Method	Container Size	Estimated Annual Quantity	Unit	Unit Price	Extension (Estimated Annual Quantity X Unit Price)
Organic Peroxide	Labpack	Destructive Incineration LRCTO	5-gal pail	3	/pail	\$163.26	\$489.78
Hypochlorite Solutions	Labpack	Destructive Incineration LCCRO	55-gal drum	13		\$282.12	\$3,667.56
Mercury	Labpack	Recycle LCHG2	5-gal pail	2	/pail	\$389.84	\$779.68
Fluorescent Tubes	Loosepack	Recycle CFL1	Box	75,000	/lin. ft.	\$0.13	\$9,750.00
Non-DOT Regulated HID/CFL Bulbs	Loosepack	Recycle CFL4/ CFL8	55-gal drum	15	/drum	\$272.10	\$4,081.50
Non-RCRA PCB Waste, Solid (Capacitors, Ballasts)	Loosepack	Recycle CHBD	55-gal drum	2	/drum	\$217.68	\$435.36
Batteries-Lithium	Labpack	Recycle LBBGB	5-gal pail	40	/pail	\$190.47	\$7,618.80
Batteries-Nickel Cadmium	Labpack	Recycle LBD2	30-gal drum	6	/drum	\$244.88	\$1,469.28
Fusees	Loosepack	Destructive Incineration LCCRD	5-gal pail	5	/pail	\$217.68	\$1,088.40
Fire Extinguishers	Loosepack	Recycle LCY2	55-gal drum	8	/drum	\$272.10	\$2,176.80
						TOTAL	\$139,563.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property & Casualty Insurance Company	20699
	INSURER C: Indemnity Insurance Company of North America	43575
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W18434115

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO G7145387A	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			ISA H25310871	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> MA8-90						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			G4682586A 004	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C67459817 (AOS)	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Employers Liability			WLR C67459854 (CA, MA)	11/01/2020	11/01/2021	E.L. EACH ACCIDENT \$2,000,000
	Per Statute						E.L. DISEASE - EA EMP \$2,000,000
							E.L. DISEASE-POL LMT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of work: All operations of the Named Insured.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Deschutes County Department of Solid Waste Attn: Chad Centola 61050 SE 27th Street Bend, OR 97702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SR ID: 20245301

BATCH: 1863362



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Deschutes County, its officers, agents, employees and volunteers are named as Additional Insureds for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is further agreed that the General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.