



Clean Harbors Environmental Services, Inc.  
3300 Cummings Road  
Chattanooga, TN 37419  
www.cleanharbors.com

October 13, 2022

Attn: Mr. Chris Justice  
Ashland City Water Treatment  
108 Adkisson St  
Ashland City, TN 37015

Quote #4147370

Dear Mr. Justice:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Michael E Emery  
Field Project Manager  
Phone: 615.499.2162  
emery.michael@cleanharbors.com

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## **QUOTE CONDITIONS**

### **Scope of Work:**

CHES will pump out approximately 1000 gallons of off sec product and place it into 250 gallon totes. The totes will be transported to CHES Cleveland, OH for proper treatment and disposal. CHES will prepare all necessary EPA and DOT documentation.



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**QUOTE SUMMARY**

Description	Amount
TASK 1: OFF SPEC PRODUCT TANK PUMP OUT	\$5,864.00
TASK 2: DISPOSAL OF TOTES	\$5,992.00
<b>Subtotal</b>	<b>\$11,856.00</b>
<b>Estimated Recovery Fee</b>	<b>\$2,608.32</b>
<b>Estimated Waste Fee</b>	<b>\$10.01</b>
<b>QUOTE TOTAL</b>	<b>\$14,474.33</b>



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**TASK 1: OFF SPEC PRODUCT TANK PUMP OUT**

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour*	1	\$65.00	\$520.00
1	Equipment Operator, Overtime	6 hour	1	\$97.50	\$585.00
1	Field Technician	8 hour*	1	\$50.00	\$400.00
1	Field Technician Overtime	6 hour	1	\$75.00	\$450.00
1	Foreman	8 hour*	1	\$65.00	\$520.00
1	Foreman Overtime	6 hour	1	\$97.50	\$585.00
1	High Powered Vacuum Truck/Cusco	14 hour*	1	\$120.00	\$1,680.00
2	Hose - Chemical, 2 in X 20 ft	1 day	n/a	\$35.00	\$70.00
3	Level C w/CPF1,2 or Polytyvec/Changeout	1 each	n/a	\$62.00	\$186.00
1	Stake Body/Utility Truck	14 hour*	1	\$37.00	\$518.00
1	Tank Wash	1 each	n/a	\$350.00	\$350.00
<b>Total</b>					<b>\$5,864.00</b>

\*Includes portal-to-portal travel time

**TASK 1: TOTAL ESTIMATE**

	<b>\$5,864.00</b>
Estimated Recovery Fee	\$1,290.08
<b>Estimated total, including Fees</b>	<b>\$7,154.08</b>

**TASK 2: DISPOSAL OF TOTES**

**DISPOSAL**

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
CH2497269 / B36A	AQUA HAWK 61347	4	tote tank < 300g	\$994.00	\$3,976.00
<b>Total</b>					<b>\$3,976.00</b>

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
4	275G / 1100 L Recondition Poly TOTE DOT Based	1 each	n/a	\$360.00	\$1,440.00

TOTAL, DDT RATE	<b>Total</b>	<b>\$1,440.00</b>
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**TRANSPORTATION**

Dispatch Location	Qty	Price UOM	Total
Tennessee Valley T&D	16	\$36.00 container	*\$576.00

\*Minimum charge \$361.00 per trip.

A demurrage charge of \$115.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)

**TASK 2: TOTAL ESTIMATE**

Estimated Recovery Fee	<b>\$5,992.00</b>
Estimated Waste Fee	\$1,318.24
	\$10.01
<b>Estimated total, including Fees</b>	<b>\$7,320.25</b>

**WASTE CLASSIFICATIONS SPECIFICATIONS**

Waste Code	Description
B36A	<p><b>Acidic Wastewater Requiring Heavy Treatment</b></p> <p>pH less than 7                      Neutralization equivalent greater than 5, but less than 20                      Approx. 10-20 percent acid                      Flashpoint greater than 140 degrees F                      Less than 4 percent T.O.C. (Total Organic Carbon)                      Less than 1 percent oil / grease                      Less than 1ppm cyanide / sulfide                      Less than 10ppm hexchrome                      Less than one inch solids in drum                      Less than 1 percent ammonia                      Less than 5 percent total metals                      No solvents                      No chelators                      No pesticides                      PRIMARY DISPOSAL METHOD: Wastewater Treatment</p>



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## GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 22.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/contact-us/customer-resources](http://www.cleanharbors.com/contact-us/customer-resources).
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.



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### GENERAL CONDITIONS

- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.



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**ACKNOWLEDGEMENT**

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED  
REPRESENTATIVE OR AGENT

Clean Harbors Environmental Services, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Customer Insurance Carrier



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## FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

## STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:
 

Worker's Compensation:	Statutory
Employer's Liability:	\$2,000,000
General Commercial Liability:	\$2 million per occurrence
	\$4 million aggregate
Automobile:	\$5 million combined single limit
Contractors Pollution Liability:	\$10 million each Claim
	\$10 million all Claims

The Customer agrees that Clean Harbors' liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is less.

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.
 

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.
5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor

disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



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#### STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.  
Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.  
Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.
9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.
11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

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