

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: October 7, 2025
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Clean Harbors Environmental Services, Inc. of Norwell, MA, for Household Hazardous Waste Collection Services at Buckman Road Recycling and Transfer Station in the Amount of \$155,000 (RFP No. 25043)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 to the Services Agreement (Agreement) with Clean Harbors Environmental Services, Inc. (Clean Harbors) of Norwell, MA, for continued household hazardous waste (HHW) collection services at Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment increases compensation by \$155,000 to a total amount not to exceed \$290,000.

Funding is available from 810.100700 (Operating Fund Cash Balance).

BACKGROUND

On November 5, 2024, the Agency issued Request for Proposal (RFP) No. 25043 for HHW collection services at BuRRT. On March 20, 2025, the Board approved a Services Agreement with Clean Harbors for \$135,000.

Amendment No. 1 to the Agreement will continue the following HHW collection services for Year 1 of the Agreement:

- Collect and transport HHW to its final destination (e.g., recycling, incineration, or disposal);
- Deliver supplies for the HHW program;
- Provide on-call services for identification and characterization of unknown HHW;
- Offer regulatory and operational training, as requested by the Agency;
- Provide hazardous waste services for very small quantity generators; and
- Assist at HHW collection events, as requested by the Agency.

The increased compensation for Year 1 is based on historical HHW quantities collected at BuRRT and processed by Clean Harbors under their current contracted rates. Actual costs will depend upon the type and amount of HHW collected. Clean Harbors invoices the very small quantity generators separately.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 1 to the Agreement with Clean Harbors for HHW collection services.

The Agency also requests approval to increase the compensation by \$155,000 for a total amount not to exceed \$290,000.

The Agency also requests approval of a budget increase to 8100852.510310 (Service Contracts) from 810.100700 (Operating Fund Cash Balance) in the amount of \$155,000.

Attachments:

- 1) Budget Adjustment Request
- 2) Amendment No. 1 – Services Agreement
- 3) Services Agreement with Clean Harbors

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ATTACHMENT 1

Budget Adjustment Request

ATTACHMENT 2

Amendment No. 1 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, LLC
(HHW Collection Services - 2025)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated March 20, 2025 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Clean Harbors Environmental Services, Inc. ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide household hazardous waste (HHW) collection services at the Buckman Road Recycling and Transfer Station (RFP No. 25043).

Pursuant to Article 20, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Fifty-Five Thousand Dollars and No Cents (\$155,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$135,000.00
AMENDMENT NO. 1	\$155,000.00
CONTRACT TO DATE	\$290,000.00

B. Contractor shall be responsible for payment of New Mexico gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made within thirty (30) days upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in Exhibit A, attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
 Attn: Accounts Payable
 149 Wildlife Way
 Santa Fe, NM 87506
 Email: AccountsPayable@sfswma.org

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Marc Reynolds
Senior Vice President
Clean Harbors Environmental Solutions, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 3

**Services Agreement
with
Clean Harbors**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
(HHW Collection Services)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of March 2025, by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Clean Harbors Environmental Services, Inc. (“Contractor”) to provide household hazardous waste (HHW) collection services (RFP No. 25043) at the Buckman Road Recycling and Transfer Station as described in Exhibit A and below.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFP No. 25043, and all related Contract Documents, including Contractor’s proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement. The Agency is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made within thirty (30) days upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in Exhibit A attached hereto.

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's

decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **DEFAULT**

- A. The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or actual damage incurred by the Agency due to Contractor's default.
- B. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits.

8. **FORCE MAJEURE**

- A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:
 - 1) Acts of God or a public enemy;
 - 2) Acts or omissions of any government entity;
 - 3) Fire, flood or other casualty for which a party is not responsible;
 - 4) Pandemic, epidemic or quarantine restriction;
 - 5) Unanticipated work stoppage or freight embargo;
 - 6) Strike, lockout, labor dispute, or civil disturbance; and
 - 7) Unusually severe weather conditions.
- B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately

notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

- A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

10. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement and for a period of three (3) years after the termination of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval. This Section shall not apply to information that (i) is or becomes a part of the public domain; (ii) was in the possession of or available to Seller by a third party ; (iii) is provided to Seller by a third party without any obligation of confidentiality; (iv) is independently developed without the use of confidential information; or (v) is required to be disclosed by applicable law.

11. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

12. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval, which shall not be unreasonably withheld.

13. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$2,000,000 for each occurrence and \$3,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance

policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain pollution legal liability insurance of \$3,000,000 for each claim throughout the term of this Agreement.

C. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

D. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover \$3,000,000 combined single limit for each accident.

15. INDEMNIFICATION

A. Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its

employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

B. Notwithstanding any term or condition of this Agreement to the contrary and to the greatest extent allowed by law, Agency agrees that Contractor and its directors', officers' and employees' aggregate liability to the Agency, to anyone claiming by, through, or under the agency, and to any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this Agreement, the services, or the services location, shall be limited to the total amount of compensation received by contractor under this agreement in the twelve (12) month period preceding the event giving rise to the claim.

16. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-27 NMSA 1978. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

18. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor at a mutually agreed upon time and place. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

21. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the term of this Agreement, Contractor agrees to abide by all applicable federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

23. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

24. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, as provided below, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: Clean Harbors Environmental Services, Inc.
General Counsel/Urgent Contract Matter
42 Longwater Drive
Norwell, MA 02061-9149

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notices sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

25. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

26. WASTE TRANSPORTATION AND DISPOSAL

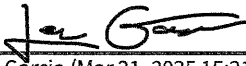
A. Waste materials to be handled pursuant to this Agreement shall be agreed upon in writing, in advance, by Contractor and Agency. At the time Agency requests the Services of Contractor, Agency shall provide a waste profile sheet or similar document (“Waste Profile”) to Contractor describing the waste materials and their characteristics. Waste materials that conform to an applicable Waste Profile shall be referred to herein as “Conforming Waste.” Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Agency to Contractor at the time Contractor takes possession of and removes Conforming Waste from the place of transfer, or at the time Contractor accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.

B. Waste materials shall be considered “Non-Conforming Waste” for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties. Waste materials which are discovered to be Non-Conforming Waste may be rejected by Contractor, and returned to Agency within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the Non-Conforming Waste. . Agency shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste.

C. Nothing contained within this Agreement shall be construed or interpreted as requiring Contractor to assume the status of “Generator,” as that term appears within any federal, state, or local statute or regulation governing the treatment, storage and disposal of waste materials. Agency, as applicable, shall assume the responsibility for compliance with the provisions of any federal, state, or local statute or regulation as such shall apply to “Generators.” Without limiting the foregoing, Agency hereby authorizes Contractor or its designee to act as its agent to prepare and execute documents required for the transportation of hazardous and non-hazardous waste and materials, including but not limited to manifests, notifications, certifications of land disposal restrictions, and other necessary documents, and, per 40 CFR §263.21, to change or add new transporters to shipments already in transit.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:




Lee Garcia (Mar 21, 2025 15:21 MDT)
Lee Garcia
Chairperson, Joint Powers Board

03/21/25

Date:

ATTEST:

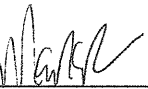


Andrea Salazar
Santa Fe City Clerk

3/24/2025

Date:

CONTRACTOR:




Marc McReynolds
Senior Vice President
Clean Harbors Environmental Services, Inc.

03/19/25

Date:

APPROVED AS TO FORM:



Nancy Long (Mar 18, 2025 08:23 MDT)
Nancy R. Long
Agency Attorney

03/18/25

Date:

EXHIBIT A
Scope of Services
for
Clean Harbors Environmental Services

DISPOSAL

Profile/Waste Code	Waste Description	UOM	Price
A31	SPECIFICATION OILS	pounds	*\$0.24
B35	GLYCOLS	pounds	*\$0.35
CCRN	NON HAZARDOUS MATERIAL FOR INCINERATION	pounds	*\$0.46
CFL1	MERCURY BULBS FOR RECLAMATION	pounds	*\$1.60
CFL2	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL4	MISC. MERCURY BULBS FOR RECLAIM	pounds	*\$7.00
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	pounds	*\$7.00
CFL6	UV LAMPS FOR RECLAIM	pounds	*\$8.00
CFL7	XENON ARC LAMPS FOR RECLAIM	pounds	*\$8.00
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	pounds	*\$6.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	pounds	*\$0.68
D20X	REGULATED MEDICAL WASTE SHARPS	pounds	*\$1.70
D80L	NON-PCB ARTICLES FOR LANDFILL	pounds	*\$0.48
EEE	EQUIPMENT FOR RECLAMATION	pounds	*\$0.68
FB1	LIQUID FOR FUEL	pounds	*\$0.25
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	pounds	*\$6.25
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	pounds	*\$0.95
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	pounds	*\$0.95
LBD3	NICKEL METAL HYDRIDE BATTERIES FOR RECLAMATION	pounds	*\$0.50
LBR	LITHIUM BATTERIES FOR INCINERATION	pounds	*\$6.50
LBRE	LITHIUM BATTERY DEVICES	pounds	*\$6.50
LBRU	DAMAGED, DEFECTIVE, AND RECALLED LITHIUM BATTERY CELLS	pounds	*\$6.50
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	pounds	*\$0.89
LCCRC	LABPACK ORGANICS FOR INCINERATION	pounds	*\$0.89
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	pounds	*\$0.89

Profile/Waste Code	Waste Description	UOM	Price
LCCRQ	AEROSOLS FOR INCINERATION	pounds	*\$0.89
LCHG2	LABPACK MERCURY DEVICES / MERCURY DEBRIS FOR RETORT	pounds	*\$33.76
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	pounds	*\$33.76
LCY1	PROPANE CYLINDERS FOR RECYCLING	small cylinder	\$32.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	medium cylinder	\$81.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	lecture bottle	\$16.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	large cylinder	\$202.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	lecture bottle	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	small cylinder	\$97.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	medium cylinder	\$121.00
LCY13	ACETYLENE CYLINDERS FOR RECYCLING	large cylinder	\$259.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	lecture bottle	\$32.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	small cylinder	\$73.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	medium cylinder	\$81.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	large cylinder	\$202.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	lecture bottle	\$65.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	small cylinder	\$73.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	medium cylinder	\$89.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	large cylinder	\$162.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	large cylinder	\$1,053.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	medium cylinder	\$607.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	small cylinder	\$405.00
LCY6	FLAMMABLE CYLINDERS FOR DISPOSAL	lecture bottle	\$202.00
LLF	LABPACK FOR LANDFILL	pounds	*\$1.35
LRCT	LABPACK REACTIVES FOR INCINERATION	pounds	*\$1.38
LRCTD	LABPACK REACTIVE FLAMMABLES FOR INCINERATION	pounds	*\$1.38
LRCTO	LABPACK REACTIVE OXIDIZERS FOR INCINERATION	pounds	*\$1.38

Profile/Waste Code	Waste Description	UOM	Price
LRCTQ	LABPACK REACTIVE COMPRESSED GAS CARTRIDGE FOR INCINERATION	pounds	*\$1.38

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum UOM	Minimum Qty	Minimum Price
A31	pounds	55 gallon drum	1	\$84.00
B35	pounds	55 gallon drum	1	\$122.50
CCRN	pounds	flex bin	1	\$344.10
CFL1	pounds	pallet	1	\$72.00
CFL2	pounds	pallet	1	\$72.00
CFL4	pounds	pallet	1	\$72.00
CFL5	pounds	pallet	1	\$72.00
CFL6	pounds	pallet	1	\$72.00
CFL7	pounds	pallet	1	\$72.00
CFL8	pounds	pallet	1	\$72.00
CHBL	pounds	55 gallon drum	1	\$238.00
D20X	pounds	30 gallon drum	1	\$323.00
D80L	pounds	55 gallon drum	1	\$168.00
EEE	pounds	flex bin	1	\$884.00
FB1	pounds	55 gallon drum	1	\$111.00
LBBGB	pounds	5 gallon pail	1	\$250.00
LBD1	pounds	30 gallon drum	1	\$180.50
LBD2	pounds	30 gallon drum	1	\$180.50
LBD3	pounds	30 gallon drum	1	\$95.00
LBR	pounds	55 gallon drum	1	\$560.00
LBR	pounds	5 gallon pail	1	\$295.00
LBRE	pounds	55 gallon drum	1	\$560.00
LBRE	pounds	5 gallon pail	1	\$295.00
LBRU	pounds	55 gallon drum	1	\$560.00
LBRU	pounds	5 gallon pail	1	\$295.00
LCCRA	pounds	55 gallon drum	1	\$222.00
LCCRB	pounds	55 gallon drum	1	\$222.00
LCCRC	pounds	55 gallon drum	1	\$222.00
LCCRO	pounds	55 gallon drum	1	\$222.00
LCHG2	pounds	5 gallon pail	1	\$810.30
LCHG4	pounds	5 gallon pail	1	\$810.30
LLF	pounds	55 gallon drum	1	\$243.00
LRCT	pounds	55 gallon drum	1	\$344.10
LRCTD	pounds	55 gallon drum	1	\$344.10
LRCTO	pounds	55 gallon drum	1	\$344.10
LRCTQ	pounds	55 gallon drum	1	\$344.10

LABOR, SUPPLIES, AND EQUIPMENT

Description	UOM	Unit Price
Chemist	hour	\$63.00
Field Technician	hour	\$45.00
Project Manager	hour	\$63.00
Box Truck	hour	\$75.00
Modified Level D (Tyvek and Boots)	each	\$37.05
Pickup/Van/Car/Crew Cab	hour	\$36.10
Tractor w/Box Van	hour	\$106.40
16 Gal / 70 L Closed Poly Drum	each	\$84.55

Description	UOM	Unit Price
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	each	\$83.60
275G / 1100 L Poly TOTE, DOT Rated	each	\$497.80
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	each	\$75.05
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	each	\$102.60
330 G/ 1249 L New Poly Tote, DOT Rated	each	\$665.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	each	\$30.40
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	each	\$22.80
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	each	\$79.80
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	each	\$96.90
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	each	\$114.95
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	each	\$352.45
95 Gal Poly Drum 1H2/Y318/S (Overpack)	each	\$413.25
Absorbent Pad (101 Grade) 100/bale	bale	\$85.50
DOT Rated Heavy Duty Pallet	each	\$38.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	each	\$88.35
Fluorescent Bulb Tubes, 4ft 150bulb capacity	bulb box	\$99.75
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	bulb box	\$101.65
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	each	\$35.15
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	each	\$33.25
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	each	\$19.95
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	each	\$35.15
Poly Absorbent, 12 lb / 5.5 kg	bag	\$108.30
Poly Bags, 6mil, per Roll	each	\$174.80
Poly Sheet, 6mil 20ft x 100ft	each	\$179.79
Shrink Wrap	roll	\$49.40
Smoke Detectors Currie Pack	pounds	\$11.08
Sorbent Bonded 150	roll	\$91.20
Speedi Dry	bag	\$17.10
Vermiculite 4 cuft	bag	\$67.02

TRANSPORTATION

Dispatch Location	Price UOM
New Mexico Cleanpack	*\$36.00 55 gallon drum

*Minimum charge \$361.00 per trip.

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A31	<p>Specification Oils</p> <p>Solids Content less than 6% Ash less than 5% Non-detectable concentration of PCB's (i.e. <2ppm MDL) VOCs less than 1% if lighter than mineral spirits Less than 10% medium boiling hydrocarbons less than 90% high boiling hydrocarbons Viscosity less than 1,000 CPS Organic Chlorine (organic phase) less than 5,000 PPM Flashpoint greater than 141F pH = 4 - = 11 For drum shipments: less than 10 percent water Caustic Coagulation Must pass Silicon less than 200 PPM Phosphorous less than 1,500 PPM if material < 30% water Phosphorous = 150 PPM if material > 30% - = 70% water Vanadium less than 5 PPM PRIMARY DISPOSAL METHOD: OIL RE-REFINING</p>
B35	<p>Glycols</p> <p>Ethylene glycol Minimum yield 25% Must be non hazardous pH 3-11 Flash point greater than 140°F Less than 1 inch solids in drum No pesticides Less than 5 percent oils PCB's non detectable Must be amenable to aqueous treatment Must be compatible with oil and water PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CCRN	<p>Non Hazardous Material for Incineration</p> <p>Must be non-hazardous No pesticides, herbicides or FIFRA regulated material Other specifications to be individually quoted PRIMARY DISPOSAL METHOD: INCINERATION</p>
CFL1	<p>Mercury Bulbs For Reclamation</p> <p>Less than 5 percent broken bulbs Intact 4 foot or 8 foot bulbs Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CFL2	<p>Misc. Mercury Bulbs For Reclaim</p> <p>Misc. shaped bulbs containing mercury for reclaim U tubes, Circular, Incandescent, Quartz, Halogen Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury No D003 bulbs PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL4	<p>Misc. Mercury Bulbs For Reclaim</p> <p>Misc. shaped bulbs containing mercury for reclaim Limited to Shattershields, HID, Hg vapor, High pressure Sodium, Metal halides Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL5	<p>Low Pressure Sodium Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL6	<p>Uv Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL7	<p>Xenon Arc Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CFL8	<p>Compact Fluorescent Lamps For Reclaim</p> <p>Packaged in original bulb boxes or specialty containers Shrink wrapped to pallets No free mercury PRIMARY DISPOSAL METHOD: RECLAMATION</p>
CHBL	<p>PCB Ballasts Or Capacitors For Landfill</p> <p>Less than three pounds of PCB's in each unit Less than 9 pounds gross weight</p>

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CHBL	<p>PCB Ballasts Or Capacitors For Landfill</p> <p>Must be non-leaking Must be intact PRIMARY DISPOSAL METHOD: TSCA LANDFILL</p>
D20X	<p>Regulated Medical Waste Sharps</p> <p>Regulated Medical waste sharps Includes: hypodermic needles, syringes, pasteur pipettes, scalpel blades, blood vials, and needles Less than 3 gallons free liquid Requires packaging in rigid containers Package to Clean Harbors Medical Waste Packaging Guidelines PRIMARY DISPOSAL METHOD: INCINERATION or AUTOCLAVE</p>
D80L	<p>Non-PCB Articles For Landfill</p> <p>Non hazardous Source of PCB < 50 ppm Capacitors, Ballasts, Switches PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>
EEE	<p>Equipment for Reclamation</p> <p>Computer keyboards and terminals Misc equipment (compressors, machinery, refrigeration units) No batteries Refrigeration units limited to Freons only, no Ammonia Other miscellaneous equipment PRIMARY DISPOSAL METHOD: RECLAMATION</p>
FB1	<p>Liquid For Fuel</p> <p>Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION</p>
LBRE	<p>Lithium battery devices</p> <p>All batteries must be sealed, non-leaking & insulated All batteries must be contained in sealed electronic devices All devices must be protected from inadvertent activation</p>

QUOTE CONDITIONS

Please note that this price is based on assumptions made about the actual container sizes and volume of items for disposal. Final billing will be based upon the actual materials packaged for disposal based on the unit rates quoted.

Additional charges may be incurred for cylinders with deficiencies that cannot be identified through the basic on site evaluation. These charges include, but are not limited to:

- Analytical charge for improperly labeled cylinders
- Revalving Fee
- Tapping Fee
- Recontainerization Fee
- Overpack Fee

Prior to packaging and removing the cylinders, our field chemists will inspect them for integrity and transportability. This evaluation will include a leak test to ensure the cylinders are safe to handle and transport. The cylinders must have their original manufacturers label or a surcharge may be applied to your invoice. Cylinders with greater than 5% solids may be subject to surcharge or rejection.

Drum quantity material in containers larger than 5 gallons or 50 pounds will need to be profiled for shipment. Actual disposal pricing will be pending full profile review and approval. The drums are subject to additional charges if they do not conform to their specifications.

Smoke Detector Curie Pack. Minimum disposal charge of \$333.00 per 5df container.

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- 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.
- A Profile Approval Fee of \$125 and Profile Recertification fee of \$35 for recertification will be charged upon profile approval or recertification.
- 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.

GENERAL CONDITIONS

- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- Compressed gas cylinders requiring special handling due to stuck valve cap will be assessed an additional charge of \$25.00 per cylinder. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 17.0%, 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.
- 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.
- Clean Harbors will provide a manifest and necessary labels for transportation with a charge of \$1.80 per label.
- Clean Harbors reserves the right to charge \$50 a day for all transportation equipment not owned or subcontracted by Clean Harbors that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.
- 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.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- 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.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge \$27 per manifest on every invoice.
- 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.