



Clean Harbors Environmental Services, Inc.
N104 W13275 Donges Bay Rd
Germantown, WI 53022
www.cleanharbors.com

March 10, 2021

Attn: Mr. Tim Last
City of West Allis - Sanitation & Street
6300 W. McGeoch Ave
West Allis, WI 53219

Quote #3699891

Dear Mr. Last:

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,

Joshua M. McCollum
Field Service Specialist
Phone: 262.474.6399
mccollum.joshua@cleanharbors.com



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QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Estimate is for the decontamination of one mercury impacted used oil tank and transportation and disposal of all associated wastes.

- A signed quote and associated PO# issued to Clean Harbors (CHES) will be required prior to start of work.
- Work shift includes portal to portal travel time.
- CHES will have unobstructed access to the jobsite and immediate work areas.
- All non-fixed equipment and materials will be removed from the work area prior to CHES site arrival.
- A water source and electricity will be available to the crew for the duration of the project; if water and electric cannot be provided, applicable equipment charges may be incurred (i.e. generators, water tanks, pumps, etc.).
- Quote assumes the tank will be pumped / drained to the extent possible prior to CHES arrival.
- Quote assumes the City of West Allis will scrap the tank once it has been decontaminated by CHES.
- Quote is structured in an estimated quantity format (time and materials); actual invoice will reflect labor, equipment and materials utilized during the project.
- Schedule is assumed to be structured in a Monday through Friday business work week; if deviations are made from scheduling (i.e. weather disruptions, requested weekend or after-hours work) applicable labor and equipment charges may be incurred.
- Waste disposal pricing is an estimate only; waste must meet the outlined waste criteria. Actual waste volumes/tonnage will be invoiced accordingly.
- All wastes generated during the project will remain onsite until applicable profiles and shipping papers are reviewed and approved.
- A generator representative will be available to sign all bill of lading/manifests prior to any wastes being removed from the site.



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QUOTE SUMMARY

Description	Amount
TASK 1: TANK DECON	\$2,936.00
TASK 2: ESTIMATED DISPOSAL	\$14,891.00
Subtotal	\$17,827.00
→ Estimated Recovery Fee	\$2,228.38
→ Estimated Waste Fee	\$1.56
QUOTE TOTAL	\$20,056.93



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TASK 1: TANK DECON

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
2	Field Technician	8 hour	1	\$52.00	\$832.00
1	Supervisor	8 hour	1	\$76.00	\$608.00
3	Level C w/CPF3 or Saranex Suit/Changeout	1 each	n/a	\$77.00	\$231.00
1	Lumex RA915+ Mercury Vapor Analyzer	1 day	n/a	\$528.00	\$528.00
1	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	1 each	n/a	\$107.00	\$107.00
2	Absorbent Pad (101 Grade) 100/bale	1 bale	n/a	\$131.00	\$262.00
1	HGX Absorbent (Mercury absorbent)	1 pounds	n/a	\$21.00	\$21.00
3	Mercury Cartridges	1 pair	n/a	\$56.00	\$168.00
1	Misc. Handtools	1 day	n/a	\$50.00	\$50.00
1	Poly Sheet, 6mil 20ft x 100ft	1 each	n/a	\$129.00	\$129.00
Total					\$2,936.00

*Includes portal-to-portal travel time

TASK 1: TOTAL ESTIMATE	\$2,936.00
Estimated Recovery Fee	\$367.00
Estimated total, including Fees	\$3,303.00

TASK 2: ESTIMATED DISPOSAL

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
CCSM	DEBRIS FOR MICROENCAPSULATION	1	55 gallon plastic/fiber drum	\$221.00	\$221.00
CHGI	HIGH SUBCATEGORY MERCURY FOR INCINERATION	9	55 gallon drum	\$350.00	\$3,150.00
CHGI	HIGH SUBCATEGORY MERCURY FOR INCINERATION	6	tote tank < 300g	\$1,750.00	\$10,500.00
Total					\$13,871.00



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TRANSPORTATION

Dispatch Location	Qty	Price UOM	Total
Milwaukee ServiceCenter	34	\$30.00 container	\$1,020.00

Minimum charge \$301.00 per trip.

A demurrage charge of \$107.00 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 20	1 hour(s)
21 to 35	1.25 hour(s)

TASK 2: TOTAL ESTIMATE

	\$14,891.00
Estimated Recovery Fee	\$1,861.38
Estimated Waste Fee	\$1.56
Estimated total, including Fees	\$16,753.93

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
COSM	<p>Debris For Microencapsulation</p> <p>Intended for treatment using the alternate treatment standard for debris Must be less than 3' by 3' No cyanides above LDR standards No free liquids or non debris organic solids Flashpoint greater than 140 F PRIMARY DISPOSAL METHOD: MICROENCAPSULATION</p>
CHGI	<p>High Subcategory Mercury For Incineration</p> <p>Mercury bearing waste suitable for incineration Less than 400 ppm Mercury as calculated per 500 pound drum Must not be Inorganic Metal Bearing Hazardous Waste Source of PCB less than 50 ppm</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 60 days.
- Terms: Net 15 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 12.5%, 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.



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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

David Weprking
Signature

DAVID WEPKING
Print Name

3/19/21
Date

414-302-8832
Phone

#144315
Purchase Order Number

CUMIS
Customer Insurance Carrier

Clean Harbors Environmental Services, Inc.

Josh McCollum
Signature

JOSH MCCOLLUM
Print Name

04/06/2021
Date



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

- 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.
- 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.
- 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.

- 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.

- 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.
- 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.
- 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 cost 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.