

### Over and Above Estimate

**Region:**2

**Location:** NY023

**CSS #:** 22995

**Maximo Work Order No.:** 6510

**Asset#:**

**Date Issued:** 12/13/19 4:21 PM

**Original Description:** - Service oil water separator adjacent to high bay, it is nearly full.

**Description of Repairs:** Pump out OWS and Bulk disposal of waste, with recover fee.

#### Non Pre-Priced Estimate:

Quantity	Line Item Number	Description	Labor Hours	Unit	Labor	Materials	Equipment	Total
1		Materials (See attached estimate for line items)				\$3052.33		\$3052.33

*Note: RS Means (Pre-Priced) not used in compiling this estimate.*

*Note: Subcontractor quote attached.*

#### Estimate Summary:

Labor Hours	Labor Cost	Material Cost	Equipment Cost	Total Cost	CE Factor	Total Estimate
1 day -2. Men @20 total Hrs =	\$3965.25	\$3052.33		\$7017.58	90%	\$6315.82

**Please see attached estimate**

**Material cost included Bulk Disposal and Recover Fees, If it exceeds one hour a demurrage charge of \$117.00 per hour will apply in addition to above quote.**

**If option to pump wash will be an additional 300.00 dollars.**





Clean Harbors Environmental Services, Inc.  
60-88 Seabro Ave  
North Amityville, NY 11701  
[www.cleanharbors.com](http://www.cleanharbors.com)

January 3, 2020

Attn: Ms. Michele Dubois  
International Support Group  
9050 Pines Blvd., Suite 150  
Pembroke Pines, FL 33024

Quote #3378001, Ernie Pyle USARC/AMSA #12 (G), Fort Totten, NY

Dear Ms. Dubois:

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,

Brian E Curran  
Field Service Account Manager  
Phone: 631.842.6311



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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.

Clean Harbors will mobilize labor and equipment to pumpout and clean a 1000 gallon OWS at the above referenced location.

Tank will be pumped to lowest level, then power washed from access points. Tank will not be entered.

Following powerwashing, tank will be pumped free of rinsate.

Disposal costs are estimated, actual costs incurred will be based on actual waste generated.



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### QUOTE SUMMARY

Description	Amount
TASK 1: PUMPOUT OF OWS  \$3,965.25 per day, estimated 1 day	\$3,965.25
TASK 2: DISPOSAL	\$2,245.00
	<b>Subtotal</b> <b>\$6,210.25</b>
	<b>Estimated Recovery Fee</b> <b>\$807.33</b>
	<b>QUOTE TOTAL</b> <b>\$7,017.58</b>



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## TASK 1: PUMPOUT OF OWS

<b>TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL</b>		<b>\$3,965.25</b>
\$3,965.25 per day, estimated 1 day		
Estimated Recovery Fee		\$515.48
<b>Estimated total, including Fees</b>		<b>\$4,480.73</b>

## TASK 2: DISPOSAL

### DISPOSAL

<b>Profile / Waste Code</b>	<b>Waste Description</b>	<b>Price/UOM</b>
A32	SPECIFICATION OIL & WATER	\$0.32 / gallon*

\* The following minimum price(s) will apply:

<b>Profile/Waste Code</b>	<b>UOM</b>	<b>Minimum Price</b>
A32	container	\$1,000.00

### TRANSPORTATION

<b>Transportation Hub</b>	<b>Vehicle Type</b>	<b>Unit Rate</b>	<b>Unit of Measure</b>
Clean Water of New York, Inc	Cusco with Operator	\$945.00	Load

(1) A demurrage charge of \$117.00 per hour will apply for each hour in excess of 1 hour(s).

### ACCESSORIALS

Pumping time	\$0.00 per Hour
Tank Wash	\$300.00 Each

### WASTE CLASSIFICATIONS SPECIFICATIONS

<b>Waste Code</b>	<b>Description</b>
A32	<b>Specification Oil &amp; Water</b>  Non-detectable concentration of PCB's (i.e. <2ppm MDL) Organic Halogen less than 1,000 ppm pH between 2-12.5 Must be petroleum-based oil (greater than 5000 BTUs/lb) No pesticides



## WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A32	<p><b>Specification Oil &amp; Water</b></p> <p>Flash point greater than 100°F Cannot be mixed with other hazardous waste Total Cadmium less than 2 ppm Total Chrome less than 10 ppm Total Arsenic less than 5 ppm Total Lead less than 10 ppm Less than one inch of solid in the drum Greater than 10 percent water</p> <p>PRIMARY DISPOSAL METHOD: OIL RECOVERY/WASTEWATER TREATMENT</p>

## 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.



## GENERAL CONDITIONS

- 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 13.0%, 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.
- 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.
- On June 30, 2018 the EPA activated the E-Manifest system. The EPA will charge the receiving TSDF a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 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.
- 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

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Signature

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Print Name

---

Date

---

Phone

---

Purchase Order Number

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Customer Insurance Carrier

Clean Harbors Environmental Services, Inc.

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Signature

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Print Name

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Date



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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 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.