

30. Approve an amendment to Agreement No. 30859 with Clean Harbors Environmental Services, Inc. for the safe disposal of laboratory, environmental, biological, and chemical waste within Tulare County through the Tulare County Health and Human Services Agency, Environmental Health Division, to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000, and extend the term for an additional year, through June 30, 2026, effective June 24, 2025.



# Health & Human Services Agency

## COUNTY OF TULARE AGENDA ITEM

### BOARD OF SUPERVISORS

LARRY MICARI  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

EDDIE VALERO  
District Four

DENNIS TOWNSEND  
District Five

**AGENDA DATE:** June 24, 2025

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	N/A
Personnel Resolution attached	N/A
Agreement(s) attached	Yes

CONTACT PERSON: Nilsa Gonzalez PHONE: 559-624-7442

**SUBJECT:** Approve an amendment to Agreement 30859 with Clean Harbors Environmental Services, Inc.

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an amendment to Agreement No. 30859 with Clean Harbors Environmental Services, Inc. to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000, and extend the term for an additional year, through June 30, 2026, for the safe disposal of laboratory, environmental, biological, and chemical waste within Tulare County through the Tulare County Health and Human Services Agency, Environmental Health Division, effective June 24, 2025.
2. Authorize the Chair to sign the amendment.

**SUMMARY:**

The Tulare County Health and Human Services Agency's (HHSA) Public Health Branch Environmental Health Division, is responsible for inspecting facilities that handle, generate, and treat hazardous waste, including underground storage tanks, aboveground petroleum storage tanks, or handle other materials subject to the California Accidental Release Program to promote and support hazardous waste disposal services across Tulare County.

Clean Harbors Environmental Services, Inc. (Clean Harbors) has over 40 years of expertise in hazardous waste management and will provide services including waste classification, segregation, transportation, and disposal in accordance with State and Federal regulations. Clean Harbors is the only vendor in the State of California that can provide these services. This amendment benefits Tulare County residents directly

**SUBJECT:** Approve an amendment to Agreement 30859 with Clean Harbors Environmental Services, Inc.

**DATE:** June 24, 2025

through the Household Hazardous Waste (HHW) program and the regulatory work of the Environmental Health Division. The amendment also satisfies the needs of the Tulare County Public Health Lab.

The Tulare County Board of Supervisors approved Agreement No. 30859 on September 13, 2022, through Resolution No. 2022-0796. HHSA is now requesting to amend Agreement No. 30859 to include the Pricing Schedule for Fiscal Year 2025/2026, to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000 to cover the costs for Fiscal Year 2025/2026, and extend the term for an additional year, through June 30, 2026. The pricing schedule is effective as of March 1, 2025, but will not impact the budget amount for Fiscal Year 2024/2025. The updated rates will be included in the proposed budget for the fiscal year 2025/2026.

If the proposed amendment to extend the agreement with Clean Harbors is not approved, the Tulare County HHSA Public Health Branch may face serious operational and financial consequences. Clean Harbors provides essential services for collecting, transporting, and disposing HHW, which is strictly regulated under California hazardous waste laws.

According to Title 22 of the California Code of Regulations and the Department of Toxic Substances Control (DTSC) guidelines, HHW must be properly managed and removed within specific timeframes. For instance, HHW collected at a permanent HHW facility must generally be removed within 90 days, and temporary collection events may require waste removal within as little as 10 days. A lapse in the agreement with our hazardous waste hauler would compromise HHSA's ability to meet these deadlines.

Failure to comply with these accumulation time limits can result in violations of the facility's permit conditions and state compliance schedules. This may lead to enforcement actions from the DTSC or the local Certified Unified Program Agency (CUPA), which could include significant fines, administrative penalties, and potential restrictions on future operations. In addition to financial liability, the County may face reputational harm and risks to public and environmental health.

This amendment allows the Environmental Health Division to conduct HHW events throughout the County. The Environmental Health Division provides collection, disposal, and recycling of HHW for the residents of Tulare County, including, but not limited to, used motor oil, lamps, batteries, and paint. Collection facilities include a permanent HHW collection center operated on Saturdays at the City of Visalia Corporation Yard and recycling collection sites located at Pena's Disposal in Cutler and Porterville. Mobile HHW collection events are held throughout the County during the year. The HHW program provides for appropriate classification, segregation, transportation, and disposal of HHW in accordance with federal and state laws.

Through this proposed amendment, the Environmental Health Division will also be able to safely and effectively dispose of chemical waste generated within the Tulare County Public Health Lab. The Public Health Lab performs tests related to Tuberculosis, COVID-19, and other infectious diseases. The Public Health Lab is required to properly classify, segregate, transport, and dispose of waste through proper channels, per the Medical

**SUBJECT:** Approve an amendment to Agreement 30859 with Clean Harbors Environmental Services, Inc.

**DATE:** June 24, 2025

Waste Management Act. This amendment would provide all required disposal services without contamination of groundwater or other waste systems. This service would be provided on a quarterly basis as needed.

The original agreement contains the following provisions that deviate substantially from County contract protocols and which will remain in effect for the term of the amendment:

1. Article 3C, which provides vendor to seek attorney fees from the County in any action for collection of payments pursuant to the agreement.
2. Article 3E, assigning the rights to County insurance payments to the vendor.
3. Article 6B, which caps the vendor's liability in litigation related to the agreement at \$2,000,000.
4. Article 6C, which limits the types of damages recoverable by either party in litigation related to the agreement.
5. Article 6E, which requires the County to give written notice to the vendor of any demand for indemnity within 30 days of receipt, and which gives vendor the right to retain counsel and settle any such claims on behalf of County.
6. Article 11F, which allows the vendor to assign their contractual duties but requires the County to seek the vendor's consent before assigning any of the County's contractual duties.
7. Article 11L, which requires the parties to file any claims related to the agreement in Massachusetts and be governed by Massachusetts law.

**FISCAL IMPACT/FINANCING:**

The maximum amount of this amendment is not to exceed \$1,070,000. Funding distribution in the amount of \$275,000 was included in Fiscal Years 2022/2023, 2023/2024, and 2024/2025. \$245,000 will be included in the proposed budget for Fiscal Year 2025/2026. \$20,000 will be funded through the Tulare County Public Health Lab Federal funding, and \$225,000 will be funded through the Environmental Health Unit budget.

The Public Health Branch Environmental Health Division has an established budget to fund this amendment in the Fiscal Year 2025/2026. There is no net County cost to the General Fund.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the Quality of Life initiative that Provides for the safety and security of the public. This agreement provides a safe and effective way to dispose of bio-medical and bio-environmental waste and promotes a healthy environment.

**ADMINISTRATIVE SIGN-OFF:**

/s/Karen Elliott

Karen Elliott

Director of Public Health

**SUBJECT:** Approve an amendment to Agreement 30859 with Clean Harbors  
Environmental Services, Inc.

**DATE:** June 24, 2025

Cc: County Administrative Office

Attachments: Amendment

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF Approve an )  
amendment to Agreement 30859 with ) Resolution No. 2025-0501  
Clean Harbors Environmental Services, ) Agreement No. 30859  
Inc. )  
)

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approve an amendment to Agreement No. 30859 with Clean Harbors Environmental Services, Inc. to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000, and extend the term for an additional year, through June 30, 2026, for the safe disposal of laboratory, environmental, biological, and chemical waste within Tulare County through the Tulare County Health and Human Services Agency, Environmental Health Division, effective June 24, 2025.
2. Authorize the Chair to sign the amendment.

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30859**

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**THIS FIRST AMENDMENT** ("Amendment") to Tulare County Agreement Number 30859 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **Clean Harbors Environmental Services, Inc.**, ("CONTRACTOR") as of July 1, 2022, with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement as of September 13, 2022, for the safe disposal of laboratory, environmental, biological, and chemical waste within Tulare County.

B. COUNTY and CONTRACTOR now wish to amend the Agreement to update Exhibit B, Pricing Schedule, to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000, to cover the costs for Fiscal Year 2025/2026, and extend the term for an additional year, through June 30, 2026.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

1. Exhibit B, Pricing Schedule, is hereby amended to include the attached Pricing Schedule, to increase the total budget amount by \$245,000, from \$825,000 to \$1,070,000, to cover the costs for Fiscal Year 2025/2026.
2. The term of the agreement is hereby extended through June 30, 2026.
3. This First Amendment becomes effective upon Board signature.
4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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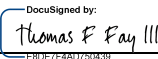
COUNTY OF TULARE  
SERVICES AGREEMENT AMENDMENT FORM  
REVISION APPROVED 01/01/2018

**FIRST AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 30859**


**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**Clean Harbors Environmental Services, Inc.**

Date 5/30/2025

By   
Print Name Thomas F Fay III  
Title District Vice President

Date 5/30/2025

By   
Print Name Michael McDonald  
Title Assistant Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_

By \_\_\_\_\_  
Pete Vander Poel, Chair, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By Matthew C. Pierce  
Deputy

Matter # 2025500



1745 Cebrian Street  
West Sacramento, CA 95691  
www.cleanharbors.com

02-20-2025

Attn: Ms Jessica Gocke  
Tulare County Environmental Health  
335 North Cain Street  
Visalia, CA 93291

Report #78378

Dear Ms Gocke:

Thank you for using Clean Harbors Environmental Services, Inc. (Clean Harbors) for your waste management needs. We are sending you this new quotation with increased pricing based on recent industry changes and market conditions. Existing services agreement terms and conditions apply to this quoted business. This new quotation is based upon submitted waste profiles and previous shipment history.

We remind you that we offer our clients a broad spectrum of environmental services in addition to the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. 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

Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions about our new pricing or need further assistance, you may reach me at the number below.

Sincerely,

Samantha Rivera Flores  
CLH Account Mgr  
Phone: 209.545.1011

**Report ID: 78378**

TULARE-25 - Tulare County HHW Contract

### Clean Harbors House Hold Hazardous Waste Pricing Schedule

#### Labor, Equipment and Materials

Description	UOM		Price (USD)
<b>PER DIEM / SUBSISTENCE</b>			
Per Diem / Subsistence	DAY	no charge	\$0.00
<b>SUPPORT EQUIPMENT</b>			
DOT Rated Heavy Duty Pallet	EA	no charge	\$0.00
<b>DOT SHIPPING CONTAINERS*</b>			
16 Gal / 70 L Closed Poly Drum	EA		\$47.58
16 Gal / 70 L Closed Top Steel Drum	EA		\$85.65
16 Gal / 70 L Steel Drum, Reconditioned	EA		\$115.56
16 Gal Fiber Drum	EA		\$36.70
20 Gal / 80 Litre Closed Top Poly Drum	EA		\$66.62
20 Gal / 80 Litre Fiber Drum	EA		\$36.70
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA		\$78.85
20 Gal / 80 Litre Steel Drum	EA		\$115.56
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA		\$66.62
30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA		\$85.65
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA		\$61.18
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA		\$78.85
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA		\$115.56
4ft Fluorescent Tube Box 4G/Y275	EA		\$15.76
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA		\$18.89
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA		\$21.75
5 Gal / 20 Litre Fiber Drum	EA		\$11.69
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA		\$15.35
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA		\$21.75
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA		\$55.74
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA		\$55.74
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA		\$74.77
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA		\$110.12
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA		\$61.18
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA		\$81.57
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA		\$110.12
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA		\$274.63
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA		\$274.63
8ft Fluorescent Tube Box 4G/Y275	EA		\$39.42
Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA		\$51.66
Drum Liners	EA		\$2.41
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA		\$72.05

**Report ID: 78378**

TULARE-25 - Tulare County HHW Contract

### Clean Harbors House Hold Hazardous Waste Pricing Schedule

#### Labor, Equipment and Materials

Description	UOM	Price (USD)
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$48.94
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$125.08
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	EA	\$36.70
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	EA	\$61.18
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA	\$11.69
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA	\$61.18

#### ABSORBENT MATERIALS\*

Speedi Dry	BAG	\$12.91
Vermiculite 4 cuft	BAG	\$55.74

#### MISCELLANEOUS\*

Transportation to a Clean Harbors Facility	EA	\$1400.80
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#### MISCELLANEOUS

95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	\$323.58
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#### Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A22K	LOW BTU ORGANIC LIQUID	20DM	\$202.70
A22K	LOW BTU ORGANIC LIQUID	30DM	\$202.70
A22K	LOW BTU ORGANIC LIQUID	55DM	\$316.41
CA5	SOLIDS GREATER THAN 20% CYANIDE OR SULFIDE	55DM	\$1742.76
CAXI	OXIDIZERS FOR INCINERATION	05DM	\$421.47
CCRK	SOLIDS FOR INCINERATION	55DM	\$520.35
CCRK	SOLIDS FOR INCINERATION	FBIN	\$1820.62
CFL1	MERCURY BULBS FOR RECLAMATION	FBIN	\$812.05
CFL1	MERCURY BULBS FOR RECLAMATION	FT	\$0.21
CFL4	MISC. MERCURY BULBS FOR RECLAIM	EA	\$8.77
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	\$372.03
CHSI	PCB SOLIDS FOR INCINERATION	05DM	\$300.34
CHSI	PCB SOLIDS FOR INCINERATION	16DM	\$600.69
CHSI	PCB SOLIDS FOR INCINERATION	30DM	\$751.48
CHSI	PCB SOLIDS FOR INCINERATION	55DM	\$1001.16
CNIA	ASBESTOS WASTE	05DM	\$80.34
CNIA	ASBESTOS WASTE	30DM	\$105.06
CNIA	ASBESTOS WASTE	55DM	\$113.71
CNIA	ASBESTOS WASTE	FBIN	\$404.17
CNO	NON HAZARDOUS SOLID	05DM	\$80.34
CNO	NON HAZARDOUS SOLID	30DM	\$105.06
CNO	NON HAZARDOUS SOLID	55DM	\$113.71
D20X	REGULATED MEDICAL WASTE SHARPS	55DM	\$400.46

**Report ID: 78378**

TULARE-25 - Tulare County HHW Contract

### Clean Harbors House Hold Hazardous Waste Pricing Schedule

#### Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
D23	EMPTY DRUMS	05DM	\$80.34
D23	EMPTY DRUMS	30DM	\$105.06
D23	EMPTY DRUMS	55DM	\$113.71
FB1	LIQUID FOR FUEL	05DM	\$51.91
FB1	LIQUID FOR FUEL	30DM	\$133.48
FB1	LIQUID FOR FUEL	55DM	\$177.98
FB2	LIQUID FUEL WITH SOLIDS	30DM	\$257.08
FB2	LIQUID FUEL WITH SOLIDS	55DM	\$437.54
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	55DM	\$194.05
FB3R	LATEX & ALKYD PAINT FOR RECYCLING	FBIN	\$812.05
FB5M	MONOLITHIC ORGANIC SOLIDS	55DM	\$553.72
FB5M	MONOLITHIC ORGANIC SOLIDS	85DM	\$803.40
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$86.52
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$218.77
LAT-A	LABPACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$290.46
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	05DM	\$86.52
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	30DM	\$218.77
LAT-B	LABPACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT	55DM	\$290.46
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	05DM	\$145.84
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	30DM	\$316.41
LAT-O	LABPACK OXIDIZERS FOR AQUEOUS TREATMENT	55DM	\$316.41
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	\$567.32
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	LBS	\$1.00
Minimum Price \$498.10 per 55 gallon drum			
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	\$567.32
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	LBS	\$0.30
Minimum Price \$163.15 per 5 gallon pail			
Minimum Price \$290.46 per 55 gallon drum			
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	\$105.06
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$202.70
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	\$316.41

## Waste Code Disposal Pricing

Minimum Price \$533.95 per 5 gallon pail

**Report ID: 78378**

TULARE-25 - Tulare County HHW Contract

### Clean Harbors House Hold Hazardous Waste Pricing Schedule

#### Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LLFAS	LABPACK ASBESTOS FOR LANDFILL	55DM	\$113.71
LLFAS	LABPACK ASBESTOS FOR LANDFILL	FBIN	\$404.17
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	05DM	\$113.71
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	30DM	\$211.35
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	\$299.11
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	\$786.09
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	05DM	\$113.71
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	30DM	\$211.35
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	55DM	\$299.11
LPTP	PROCESSABLE PAINT & PAINT RELATED MTRL FOR FUEL/INCINERATION	FBIN	\$786.09
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	\$13.10



## Clean Harbors House Hold Hazardous Waste Pricing Schedule

### GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Pricing effective March 1, 2025.
3. Terms: Net 30 Days
4. Interest will be charged at 1.5% per month or maximum allowed by law for all past due amounts.
5. 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.
6. Materials subject to additional charges if they do not conform to the listed specifications.
7. All drums for disposal must be D.O.T. approved containers and in good condition.
8. All containers must be marked with Clean Harbors' profile number.
9. Clean Harbors will provide a manifest and necessary labels for transportation with a charge per label.
10. Clean Harbors will charge \$125 per profile for initial profile approval. An annual re-certification fee of \$35 per profile will apply thereafter.
11. 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 method must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
12. 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 a supplemental invoice.
13. A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 17.0%, is included in our quoted pricing.
14. 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.
15. Pickups that require same day or next day service may be subject to additional charges.
16. Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
17. 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.
18. Out of Service (OSD) for PCB incinerables should be clearly identified in Section 14 of the manifest. Prices for these items are only effective if received within 6 months of the OSD.
19. Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
20. 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.
21. 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.
22. California Generators. CARRAA Fee: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.5% CA RRAA Fee on every invoice for a California generator.
23. 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.
24. Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.