

MA 18P 2204040000000000103
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/26/22

Expiration Date: 09/26/24

Master Agreement Description: Pharmaceutical and Medical Hazardous Waste Disposal Services

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Requestor Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Agreement Reporting Categories

Reason For Modification: To extend the master agreement until 9/26/2024. Added a first amendment for the extension until 9/26/2024.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000017219

Vendor Name

CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Alias/DBA

Vendor Address Information

42 LONGWATER DR

NORWELL, MA 02061

US

Vendor Contact Information

KRISTIE FORTIE
781-792-5281 ext. 247
ACCOUNTSRECEIVABLE@CLEANHARBORS.COM

Commodity Information

Vendor Line #: 1

Vendor Name: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Commodity Line #: 1

Commodity Code: 47500

Commodity Description: Pharmaceutical and Medical Hazardous Waste Disposal Services

Commodity Specifications: As per the specifications attached and made part of this MA.

Commodity Extended Description: Pharmaceutical and Medical Hazardous Waste Disposal Services

Quantity 0.00000	UOM Free On Board	Unit Price 0.000000
Contract Amount 0.00	Service Start Date 09/26/22	Service End Date 09/26/24
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

The purpose of this master agreement is to procure hazardous waste disposal services, per the specifications attached and hereby incorporated into this contract. Any State of Maine agency is authorized to utilize this master agreement to submit delivery orders for hazardous waste disposal services. All quotations and delivery orders will be subject to the prices, terms and conditions of this master agreement. When State of Maine agencies submit delivery orders, each individual delivery order will include the shipping address specifying the location where hazardous waste removal services are required by the agency.

Clean Harbors will perform hazardous waste disposal services for various types of waste, including but not limited to the following:

- Pharmaceuticals
- Chemicals, such as acetone, isopropyl alcohol, methylene chloride, inorganic salts, RCRA-regulated sample solids, and hexanes
- Explosive classes 1.1, 1.2 and 1.3
- Radioactive material
- NORM/TENORM radioactive material
- Recyclables
- Xray film
- Aerosols
- Liquid sanitizer
- Gel sanitizer
- Hand sanitizer
- Wipes
- Expired products
- Miscellaneous Products: Clean Harbors shall quote hazardous waste removal services for other miscellaneous product categories on a per occurrence situation.

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a.* The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b.* The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c.* The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d.* The term “Division” shall refer to the State of Maine Division of Purchases.
 - e.* The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f.* The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a.* That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - b.* That such articles are of good quality, and free from defects whether patent or latent in material and workmanship, and
 - c.* That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - d.* That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work to the extent caused thereby, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified. No charges for boxing, carting, or storage shall be assessed unless agreed upon, in writing, by the parties. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not reasonably obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: Neither party shall be responsible for failure to perform an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, epidemic, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases. All payments shall be made within thirty (30) days of receipt of an error-free invoice.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. NON-CONFORMING WASTE: If the work involves the transportation and disposal of waste, the Division shall provide Vendor with a description of said waste ("Waste Profile"). Upon approval by Vendor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Vendor to be non-conforming, if in Vendor's possession, shall be prepared for lawful transportation by Vendor and returned to the District within a reasonable time after rejection by Vendor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The District shall pay Vendor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. In the event that Vendor discovers non-conforming waste, Vendor shall, unless required to do otherwise by its permit or applicable law, notify the District prior to incurring additional costs. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with the District. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, Vendor shall be solely responsible for 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 the District may hereafter incur, 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 arising out of or related to non-conforming waste materials.

11. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, provided that Contractor does not cure any such failure within 15 days of written notice, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

12. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement. The Department will use best efforts to ensure that funds have been duly appropriated when executing a Purchase Order, and, to the extent possible, will notify Provider upon learning of an event of non-appropriation impacting a Purchase Order executed pursuant to this Agreement..

13. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Contractor shall comply with applicable regulations pertaining to copyrights and rights in data. Contractor shall provide access to the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871).

14. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

15. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract.

16. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent, which shall not be unreasonably withheld. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

17. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses

accruing or resulting to any person, firm or corporation who may be injured or damaged to the extent caused by any negligent act or omission, willful or reckless misconduct, or fraud of the Contractor in the performance of this Agreement.

18. LIMITATION OF LIABILITY: The Contractor's liability to the Division, for damages sustained by the Division, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be limited to three times the value of the Product or Service that is the subject of this Agreement. Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages.

19. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

20. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

21. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

22. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

23. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C
EXCEPTIONS

NA

Debarment, Performance, and Non-Collusion Certification

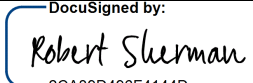
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Robert Sherman	Title: District Vice President
Authorized Signature: 	Date: 9/16/2022

DocuSigned by:
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Report ID: 61800

MAINE0XM22 - Maine State of

Clean Harbors Disposal Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
FIELD PERSONNEL		
Chemist	HR	\$66.00
Chemist Overtime	HR	\$98.00
Lead Chemist	HR	\$97.00
Lead Chemist Overtime	HR	\$147.00
SUPPORT EQUIPMENT		
Box Truck	HR	\$70.00
DOT SHIPPING CONTAINERS*		
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$121.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA	\$132.00
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$32.00
Drum 15 Gal / 60 Litre Poly (1H1/Y1.8/100)	EA	\$76.00

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A11	METHYLENE CHLORIDE	30DM	\$463.00
A22K	LOW BTU ORGANIC LIQUID	05DM	\$174.00
A40	ORGANIC LIQUID WITH HALOGENS	55DM	\$361.00
B22N	NITRIC ACID SOLUTIONS LESS THAN 40%	30DM	\$293.00
B28	OXIDIZER SOLUTIONS	15DM	\$247.00
B29A	LOW PH CYANIDE / SULFIDE SOLUTIONS	05DM	\$395.00
B36A	ACIDIC WASTEWATER REQUIRING HEAVY TREATMENT	30DM	\$273.00
CBP	SOLIDS TO HAZARDOUS LANDFILL	05DM	\$100.00
CBP	SOLIDS TO HAZARDOUS LANDFILL	55DM	\$329.00
CCRC	CORROSIVE INCINERABLES	30DM	\$974.00
CCRK	SOLIDS FOR INCINERATION	05DM	\$188.00
CCRK	SOLIDS FOR INCINERATION	30DM	\$681.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	05DM	\$179.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	30DM	\$656.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	55DM	\$875.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	05DM	\$97.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	30DM	\$312.00
CHG	MERCURY DEBRIS FOR STABILIZATION OR RETORT	30DM	\$788.00
D20	REGULATED MEDICAL WASTE	45BX	\$150.00
D20A	RCRA REGULATED MEDICAL WASTE	55DF	\$518.00
FB1	LIQUID FOR FUEL	30DM	\$122.00



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Clean Harbors Disposal Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
FB2	LIQUID FUEL WITH SOLIDS	30DM	\$191.00
FB3	SEMI-LIQUID FOR FUEL	30DM	\$276.00
LCCR	LABPACK FOR INCINERATION	05DF	\$123.00
LCCR	LABPACK FOR INCINERATION	30DM	\$307.50
LCCR	LABPACK FOR INCINERATION	55DM	\$410.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	\$552.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	\$202.00
LCCRS	LABPACK SCINTILLATION VIALS FOR INCINERATION	05DM	\$262.00
LCCRS	LABPACK SCINTILLATION VIALS FOR INCINERATION	30DM	\$725.00
LCCRS	LABPACK SCINTILLATION VIALS FOR INCINERATION	55DM	\$968.00
LCCS	LAB PACKS FOR STABILIZATION	30DM	\$528.00
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	\$29.00
Minimum Price \$300.00 per 5 gallon pail			
RXHZ	RCRA PHARMACEUTICALS	55DM	\$266.00
RXNH	NON RCRA PHARMACEUTICALS	55DM	\$207.00

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
CH1392652	RESIDUE FROM LEAD WIPE ANALYSIS	05DF	\$140.00
CH2312331	REGULATED MEDICAL WASTE	45BX	\$120.00
CH271222	METHYLENE CHLORIDE W/ MIXED FLAMMABLES	05DM	\$151.00
CH51724	SCINTILLATION VIALS	05DF	\$262.00
CH971720	WASTE ACID NOS	30DF	\$293.00
CH975464	PHOSPHORIC ACID WASTE WITH SODIUM PERSULFATE	05DF	\$140.00
ST006-001	MIXED FLAMMABLES	05DF	\$48.788
ST006-001	MIXED FLAMMABLES	15DM	\$97.60
ST006-009	CHLORIDE WASTE WITH HG & TKN	05DF	\$389.503
ST006-010	GC VIALS W/METHYLENE CHLORIDE/HEXANE	05DF	\$179.00



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Clean Harbors Disposal Pricing Schedule

Surcharge Pricing

Waste Code – Profile(s)	Rate	Rate UOM	Lower Limit	Upper Limit	Range UOM
<i>(CCRC) - ST006-009</i>					
Drum surcharge for weight					
	\$2.22	Pounds	500.00	501.00	Pounds
	\$4.44	Pounds	501.10	502.00	Pounds
	\$6.66	Pounds	502.10	503.00	Pounds
<i>(CCRK)</i>					
\$0.94 per pound over 500 pounds					
	\$1.44	Pounds	500.00	0.00	Pounds
<i>(CCRKS) - ST006-010</i>					
CCRKS Drum Weight Surcharge					
	\$1.44	Pounds	500.00	501.00	Pounds
<i>(D20) - CH2312331</i>					
Weight Surcharge					
	\$1.75	4.5 cubic foot box	65.00	66.00	Pounds
	\$3.50	4.5 cubic foot box	67.00	68.00	Pounds
	\$5.25	4.5 cubic foot box	69.00	70.00	Pounds
<i>(D20A)</i>					
Drum weight surcharge					
	\$2.10	Pounds	300.00	301.00	Pounds
	\$4.20	Pounds	301.10	302.00	Pounds
	\$6.30	Pounds	302.10	303.00	Pounds
<i>(RXHZ)</i>					
Drum Weight Surcharge					
	\$1.32	Pounds	200.00	201.00	Pounds
	\$2.64	Pounds	201.10	202.00	Pounds
	\$3.96	Pounds	202.10	203.00	Pounds
<i>(RXNH)</i>					
Drum Weight Surcharge					
	\$0.80	Pounds	200.00	201.00	Pounds
	\$1.60	Pounds	201.10	202.00	Pounds
	\$2.40	Pounds	202.10	203.00	Pounds

Drum Transportation Rates

\$41.00 per container. Minimum \$438.00 per trip. Maximum \$0.00 per trip.
\$158.00 /hour demurrage rate applies after 0.50 hours.



Clean Harbors Disposal Pricing Schedule

GENERAL CONDITIONS

1. Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
2. Prices active 09/15/2022.
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 of \$1.25 per label.
10. Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
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 22.5%, will be applied to the total invoice.
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. 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.
22. CARRAA: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) 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% CARRAA 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.



FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into and dated September 22, 2023 and is to be attached to and made a part of that certain Master Agreement dated September 26, 2022 (the “Agreement”) by and between the State of Maine (“Customer”) and Clean Harbors Environmental Services, Inc. (“Clean Harbors”)

WHEREAS, Customer and Clean Harbors wish to amend the Agreement to extend the term of service.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Clean Harbors agree that the Agreement shall be amended as follows:

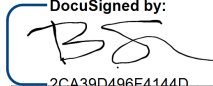
1. The Service End Date is hereby extended through September 26, 2024.
2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
3. This First Amendment shall inure to the benefit of and be binding upon the successors and assigns of Customer and Clean Harbors and their heirs, executors and administrators.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree that this Amendment may be electronically signed and/or executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Amendment and related documents are the same as original handwritten signatures for all purposes.

[Signatures on the following page]



IN WITNESS WHEREOF, the Customer and Clean Harbors executed this First Amendment as of the date first written above.

Clean Harbors Environmental Services, Inc.

By: 
2CA39D496F4144D...
Name: Robert Sherman
Its: District Vice President
Date: 9/29/2023

State of Maine

By: 
2A644AF5681F482...
Name: David Morris
Its: Acting Chief Procurement Of
Date: 9/30/2023