

**AGREEMENT Model Agreement**

CONTRACT NUMBER	AM.NO.
TAXPAYER'S FEDERAL IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996 in the State of California, by and between the Trustees of The California State University, an agency of the State of California, through its duly appointed, qualified and acting

TITLE OF OFFICER ACTING FOR TRUSTEES	Trustees of The California State University
CONTRACTOR'S NAME	_____ , hereafter called the CSU, or University and _____ , hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the CSU hereafter expressed, does hereby agree to furnish to the CSU services and materials as follows:

Contractor agrees to furnish the CSU with comprehensive hazardous waste materials/products disposal services including packaging, transportation and ultimate disposal of such material in accordance with the following documents, which, by this reference, are made a part of this Agreement:

- Rider A: Supplemental Terms and Conditions, consisting of 3 pages;
  - Rider B: Scope of Work - Hazardous Waste Disposal Services, consisting of 8 pages;
  - Rider C: Summary of Hazardous Waste Materials/Products Covered by the Agreement, consisting of 1 page;
  - Rider D: Hazardous Waste Disposal Price Schedule, consisting of 8 pages;
  - Rider E: Hazardous Waste Markings, consisting of 1 page; [Optional]
  - Rider F: Hazardous Waste Disposal Services Insurance Coverage Requirements, consisting of 3 pages;
  - Rider G: Approved Hazardous Waste Treatment, Storage & Disposal Facilities (TSDf), consisting of 1 page;
  - Exhibit A: Request for Cost Estimate for Additional Waste Disposal Services, consisting of 1 page;
  - Exhibit B: Contractor's Estimate for Additional Work, consisting of 1 page
- IFB-XXXX, consisting of \_\_\_\_\_ pages;  
 Contractor's proposal in response to IFBXXXX, consisting of \_\_\_\_\_ pages.  
 The term of this Agreement shall be from {insert date} through {insert date}

The total amount to be expended under this Agreement shall not exceed \_\_\_\_\_ .  
 Contractor shall report to {INSERT NAME OF CAMPUS EH&S DIRECTOR}

CONTINUED ON \_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CSU		CONTRACTOR			
Trustees of The California State University		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY AUTHORIZED SIGNATURE			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME OF PERSON SIGNING			
TITLE		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE TITLE)	General			
\$ _____	Hazardous Waste Disposal Services				
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$ _____	6610-001-001				
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$ _____					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	

State of California

CSU STANDARD AGREEMENT (Reverse)

1. The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials 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 by the Contractor in the performance of this Agreement.
2. The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The CSU may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without written consent of the CSU, this Agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence of this Agreement.
6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
8. Contractor, by signing the Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code, Section 10296).
9. The contracting parties in any agreement involving an expenditure of CSU funds in excess of \$10,000 shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the agreement (Government Code, Section 8546.7).
10. **NONDISCRIMINATION**
  - a. During the performance of this contract, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, martial status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - b. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
  - c. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
  - d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - e. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Government Code Section 12990, 11135 et seq.; Title 2, California Code of Regs., Section 8107)
11. Responsive to direction from the State Legislature, (Public Contract Code, Section 10115 et. seq.), Contractor shall cooperate with the CSU as it seeks to increase the statewide participation goals of minority, women, and disabled veteran business enterprises in contract awards. To this end, Contractor shall inform the CSU of any subcontractor or supplier arrangements with minority, women, and/or disabled veteran business enterprises.
12. By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
13. If Contractor is a natural person, Contractor certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69; Title 8, United States Code, Section 1621).

## **RIDER A - SUPPLEMENTAL TERMS AND CONDITIONS**

### **HAZARDOUS WASTE MATERIALS/PRODUCTS DISPOSAL SERVICES**

#### **1. INDEMNIFICATION:**

(a) Contractor and successors agree to defend, indemnify and hold harmless the State of California, the Trustees of the California State University, each campus thereof, and the present and future trustees, officers, employees, volunteers, agents, subcontractors and assignees of each of them from and against any and all liabilities (including strict liability under the Federal Comprehensive Environmental Response, Compensation, and Liability Act, hereinafter called "CERCLA," or any other provision of law), penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by or arise out of breach of any warranties by CSU, or any negligent or willful act or omission of CSU, its employees, agents, or subcontractors in the performance of this Agreement.

(b) CSU shall give written notice to Contractor of a claim for indemnification under this provision within 60 calendar days following CSU's first knowledge of the event or occurrence which gives rise to that claim; provided, however, that if the claim for indemnification involves a third party claim, CSU shall give such written notice within 45 calendar days after such third party claim has been presented to CSU in the manner specified in § 905 of the California Government Code or, if that section is inapplicable, within 60 calendar days after service upon CSU of the complaint, petition or other document commencing proceedings in a court of competent jurisdiction with respect to such third party claim. Upon receipt of notice, Contractor shall retain counsel to defend CSU and will pay such counsel's attorney's fees and other litigation expenses.

(c) The obligation by Contractor to defend, indemnify and hold harmless CSU shall not apply in the event CSU fails to give timely notice under subd. (b).

(d) CSU agrees to defend, indemnify and save harmless Contractor, its present and future officers, directors (or officials), employees, agents, subcontractors and assignees, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the extent such are caused by, or arise out of breach of any warranties by CSU, or any negligent or willful act or omission of CSU, its employees, agents, or subcontractors in the performance of this Agreement.

(e) Contractor shall give written notice to CSU of a claim for indemnification under this provision within 60 calendar days following Contractor's first knowledge of the event or occurrence which gives rise to that claim. In the event of a third party claim, Contractor shall give such written notice within 45 calendar days of first knowledge of the claim. Upon receipt of notice, CSU shall retain

counsel to defend Contractor and will pay such counsel's attorney's fees and other litigation expenses.

(f) The obligation by CSU to defend, indemnify and hold harmless Contractor shall not apply in the event Contractor fails to give timely notice under subd.(e).

(g) The rights and obligations created by this provision shall survive termination or expiration of this Agreement.

## 2. COMMENCEMENT OF WORK:

Work shall not commence under this Agreement until a fully executed Agreement has been received by the Contractor or the Contractor has been given approval by University's Office of Contracts and Procurement to proceed. Any work performed by the Contractor prior to the date of approval or contract execution shall be considered as having been performed at the Contractor's own risk and as a volunteer.

## 3. INVOICING:

Upon completion of Contractor's services to the satisfaction of the CSU and receipt of an invoice, in triplicate, by the CSU, the CSU shall pay Contractor the amount due as promptly as reasonably possible but no later than fifty (50) calendar days after such completion and receipt of invoice.

Upon completion of work, Contractor shall submit an invoice to University's Accounting Office, {INSERT CAMPUS ADDRESS}. Contractor shall include, on each invoice, the Agreement number and Contractor's Social Security or Federal Identification number. Contractor shall mark the final invoice as such.

## 4. DISPUTE RESOLUTION:

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

## 5. TERMINATION:

The CSU reserves the right to cancel this Agreement at any time upon thirty (30) days' written notice to the Contractor. Contractor shall remain obligated to perform services authorized prior to effective date of early termination and CSU shall be obligated to compensate Contractor for said services.

6. INDEPENDENT CONTRACTOR:

Contractor is, for all purposes and performances arising out of this Agreement, an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents and operations. Contractor, its employees or agents shall not represent, act, purport to act or be deemed to be the agent, representative, employee or servant of CSU.

7. COMPENSATION:

Compensation shall be in arrears for services actually performed pursuant to this Agreement computed in accordance with the fee schedule set forth in Rider D - Hazardous Waste Disposal Price Schedule. The fee schedule shall remain in force during the term of this Agreement except as follows:

(a) If legislation or regulations enacted and implemented after the date of execution of this Agreement impose taxes, tariffs, fees, surcharges or other charges upon the storage, transportation, processing, treatment, or disposal of the hazardous waste materials/products covered by this Agreement, CSU shall reimburse the Contractor for such charges upon Contractor's submission of an invoice and evidence that such charges have been levied against and paid by Contractor.

(b) Contractor agrees, that if at any time during the term of this Agreement, Contractor's costs for disposal decline due to the elimination or reduction of independently assessed disposal tariffs, surcharges, fees, etc., Contractor will extend the price decline in the form of a reduction to the CSU of the appropriate fees set forth in Rider D - Hazardous Waste Disposal Price Schedule.

8. INSPECTIONS:

CSU shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Contractor or its subcontractors, that are applicable to the performance of this Agreement and for which no claim of business confidentiality or trade secret is asserted; to inspect and test, at its own expense, transportation vehicles or vessels, containers or facilities provided by Contractor; and to inspect the packaging, handling, loading, transportation, storage, treatment, processing or disposal operations conducted by Contractor in the performance of this Agreement. Such inspections shall not operate to relieve Contractor of its responsibility or liability under this Agreement.

9. NOTICE:

Except as otherwise provided, any notice, report, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by overnight mail, by facsimile transmission or by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective parties below:

CSU:

Contractor:

{Insert Campus Address}

{Insert Contractor address}

10. SEVERABILITY:

If any section, paragraph, subdivision, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, paragraph, subsection, sentence or clause hereof not so adjudged.

## RIDER B

# HAZARDOUS WASTE MATERIALS/PRODUCTS DISPOSAL SERVICES

## SCOPE OF WORK

### I. Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following definitions shall apply.

- a. Applicable Regulations. The term “applicable regulations” means any code, law, statute, regulation, rule, ordinance, decree, directive, edit, mandate, or order emanating from a legislative body, regulatory agency, or person of jurisdiction over the specific elements of this Agreement in effect or as subsequently amended.
- b. Disposal. The term “disposal” means “disposal” as defined in California Health & Safety (H&S) Code § 25113, subd. (a) (1), and in addition the treatment of a unit of Waste Product in such a manner as to exclude it from the definition of “waste” set forth in H&S Code § 25124 or to transform it into a material that is no longer a “hazardous waste” or a “RCRA hazardous waste” as defined in H&S Code § 25117 and § 25120.2 or as such regulations may be subsequently amended.
- c. TSD or TSD Facility means treatment, storage or disposal facility as defined in Title 22 of the California Code of Regulations or as may be subsequently amended, and as follows:
  - i. Disposal Facility. The term “Disposal Facility” means a “Hazardous Waste Management facility” (as defined in 40 CFR § 270.2) that has been issued a “permit” (as defined in 40 CFR § 270.2) to treat, store and dispose of hazardous waste subject to regulations in 40 CFR Part 264 or as such regulations may be subsequently amended.
  - ii. Storage Facility. The term “Storage Facility” means a “hazardous Waste Management facility” (as defined in 40 CFR § 270.2) that has complied with the requirements for “interim status” (as provided in 40 CFR § 270.70) and is authorized to treat, store and dispose of hazardous waste subject to the regulations in 40 CFR Part 265, or a Disposal Facility at which Waste Product is to be stored temporarily pending transportation to a Treatment Facility or Disposal Facility for treatment or ultimate disposal or as such regulations may be subsequently amended.
  - iii. Treatment Facility. The term “Treatment Facility” means a Disposal Facility or a Storage Facility at which Waste Product is to be treated prior to ultimate disposal.
- d. Waste Product. The term “Waste Product” means those solid, liquid, semi-solid, or contained gaseous wastes generated by CSU that is or may be a “hazardous waste” or a “RCRA hazardous waste” as defined in H&S Code § 25117 and § 25120.2 or as they may be subsequently amended. The term “unit of Waste Product” refers to an ascertainable quantity of Waste Product located at a given place at a given point in time.

## II. Specifications for Service

### 2.0 Service to be Provided

The Contractor is to furnish all labor, packaging, materials, tools, vehicles, placards, labels/markings, equipment (including personal protective equipment and safety equipment), expertise, and other means necessary and required to provide services for the pickup, transportation, and disposal of hazardous wastes, in accordance to methods specified in applicable regulations, for {insert campus} under the direction of the Director, Environmental Health and Safety (EHS).

The Contractor shall provide the University a "Certificate of Destruction" after all disposal (other than landfill).

### 2.1 Contractor shall submit to CSU:

- (a) for approval an on-site work plan including emergency contingency plans and response procedures to be followed in performance of this Agreement;
- (b) Contractor shall, within 15 working days of execution of this Agreement, submit to University, for approval, a schedule for hazardous waste pickups (at least once every 90 days) for the term of the Agreement and include in the schedule:
  1. dates by which the Contractor must receive from University hazardous waste inventory lists from which disposal profiles/approvals will be obtained;
  2. dates by which the Contractor will package the hazardous waste on site in preparation for shipment;
  3. dates of hazardous waste pickup for transportation to disposal site(s); the first pickup date shall be no later than { insert date } ; subsequent pickup dates shall be no more than 90 days from the immediately preceding pickup.

### 2.2 **Administrative Specifications:** The Contractor shall report to {insert name} Director, EHS {university} and shall abide by all of the following:

**2.2.1 Communications and Documentation:** All communications and documentation initiated by the Contractor for performance under this Agreement, i.e., actual handling, transportation, disposal of hazardous wastes, shall be made to the Director, EHS, {insert university}, {insert telephone number}.

**2.2.2 Invoicing:** The Contractor shall provide the University with itemized invoices for the categories listed below for those materials disposed as listed on Rider C - Summary of Hazardous Waste Materials/Products Covered by this Agreement, at the rates provided on Rider D - Hazardous Waste Disposal Price Schedule, Section I - Waste Item Description:

- (a) labor
  - 1. travel hours
  - 2. on-campus work hours
- (b) materials
  - 1. DOT containers (number and size)
  - 2. absorbent
  - 3. labels and markings
- (c) vehicle/equipment rates
- (d) profiling/analysis fees
- (e) disposal fees:
  - 1. per manifest, **and**
  - 2. per line entry on each manifest

If the services performed and itemized on a invoice, or the cost thereof differ from the services and cost as provided in this Agreement, the invoice or papers attached thereto shall explain the reasons for such difference.

Invoices shall be submitted, in arrears, to the Accounting Office, {insert university/address}, with a hardcopy to the Director, EHS. The Agreement number and Contractor's Social Security or Federal Identification number shall be included on each invoice. Final invoice shall be marked as such.

**Note:** Invoices shall not be paid by the University until certificates of destruction/treatment are provided by the Contractor (see specification 2.3.3 (b)) and until all copies of the uniform hazardous waste manifests are signed and returned to the University from the permitted treatment, incineration and/or disposal facilities.

**2.2.3 Payment by University** shall not, however, relieve Contractor of its obligations under this Agreement and shall not constitute acceptance of any services for which the payment is made.

**2.2.4 Additional Services - Request for Cost Estimate (Exhibit A):** At such time or times during the term of this Agreement the University may require disposal services with respect to any particular unit or units of Waste Product not specifically identified in Rider C, Summary of Hazardous Waste Materials/Products Covered by the Agreement, and Rider D, Hazardous Waste Disposal Services Price Schedule. CSU may issue to Contractor a Request for Cost Estimate in that form specified in Exhibit A, which is attached hereto and made a part hereof. Promptly upon receipt of such Request for Cost Estimate, Contractor shall complete and submit to CSU a Price Quotation in that form specified in Exhibit B, Contractor's Estimate for Additional Work, which is attached hereto and made a part hereof, itemizing the estimated cost, using the applicable Fee Schedule set forth in Rider D or additional fees to be appended to Rider D.

**2.2.5 Receipts for Service:** A completed and signed receipt for service must be left (prior to departure) with the Director, EHS, at the end of each work visit to the University. The receipt must show the number of hours worked and the materials used.

**2.2.6 Quarterly Reporting:** The Contractor shall report to the University the quantities\* of hazardous wastes shipped for disposal by the following categories:

- (a) Recycled
- (b) Non-RCRA Regulated
- (c) Extremely Hazardous
- (d) Restricted Waste
- (e) Hazardous Waste  
Transported out-of-state

\*Quantity must be expressed both as manifested/shipping quantity and the actual quantity within labpack; the quantity must be expressed at least in units of tons based on the conversion factors used by the State Department of Toxic Substances Control.

## **2.3 Handling/Transportation/Disposal**

### **2.3.1 On-site Handling of Wastes**

The Contractor shall ensure that its employees handle, segregate, label, mark all hazardous materials and hazardous wastes in compliance with all federal and state laws and regulations pertaining to occupational safety, environmental protection, and hazardous materials management. The Contractor employee who will remain on-site throughout the process of packaging the wastes prior to transportation shall have at least one year experience in supervising the labpacking of hazardous wastes.

**2.3.1 (a) Labpackaging:** The Contractor must use Department of Transportation approved shipping containers for labpack. Prior to the placement of any container of hazardous waste into the labpacked shipping container, the Contractor must first label and mark the shipping container with the DOT labels and hazardous waste markings. The hazardous waste markings (Rider E) shall be completely filled out before any container of waste is placed into the shipping container.

The accumulation start date for the shipping container will be the earliest date of any single container of hazardous waste that will be placed into the labpack. The accumulation start date will not be the date that the Contractor packs the labpack. The accumulation start date will be determined from the University Hazardous Waste Pickup Summary (Rider F).

University wastes shall not be labpackaged, re-labpackaged, or otherwise commingled, in any manner whatsoever, in the same shipping container drum, or shipment with hazardous wastes from any other CSU or other waste generator.

**2.3.1 (b) Emergency Response:** The Contractor shall ensure that its employees do not proceed with any handling of hazardous materials or hazardous wastes on campus until they have received an Emergency Response/Contingency Plan orientation by the Director, EHS, and have submitted to the Director and received approval of its on-site work plan that will include emergency procedures.

**2.3.1 (c) Sampling/Profiling/Analysis:** If the Contractor obtains samples of specific hazardous waste for the purpose of analysis/profiling, then the Contractor must provide University with duplicate samples of those sent for analysis, and send the original samples to an analytical lab selected based on mutual Agreement between the Contractor and the Director, EHS, and in accordance with applicable and approved sampling and analysis methods identified and specified in U.S. EPA "Methods for Analyzing Solid Wastes, SW846," and California EPA methods.

**2.3.1 (d) Hazardous Waste Handling Location and/or Building:** The Contractor shall ensure that at the end of each workday on-site that proper aisle space is restored within the hazardous waste pick-up location and/or building, that any trash and/or tripping hazards in the building are picked up, and that there is easy access to emergency exits, emergency equipment, and between rows of shipping containers or secondary containers of hazardous materials.

### **2.3.2 Manifesting/Transportation**

**2.3.2 (a) Manifesting:** All hazardous waste shipments must be accompanied by a Uniform Hazardous Waste Manifest. The Contractor shall prepare all manifests, land disposal restriction forms, notices, certifications, registrations, and other required documentation necessary to manage university waste in accordance with this Agreement. Appropriate handling codes are to be identified in Item K of the Uniform Hazardous Waste Manifest for all waste listed on each manifest prior to transporting off-site for disposal. Certificates of Destruction must be provided for all material sent for incineration. The Director, EHS, will review and sign the manifest. The Director is the only CSU employee authorized to sign the manifest. The Contractor shall not transport hazardous waste off-site with a manifest signed by someone other than the Director on behalf of the University, unless the Director has provided the Contractor with written authorization to do so.

Box 9 of the Uniform Hazardous Waste Manifest shall bear the name and address of the ultimate permitted treatment, incineration, or disposal site. University generated wastes shall not be manifested to a transfer station and subsequently re-manifested.

All TSDF manifest copies, profiles, and written correspondence shall be addressed to:

Director, EHS  
[university]  
[street]  
[city, state, zip]

**(b) Transportation:** The Contractor is not authorized to subcontract for the transportation of hazardous wastes generated by the University. If a

Transporter #2 is listed in box 7 of the hazardous waste manifest, then the company name must match that of the Contractor, and the reason for the listing is due to a change in vehicles, thus, necessitating a corresponding change in the State Transporter's ID number, boxes C & E.

Contractor shall certify that all drivers who service CSU sites, have current, valid California Drivers License with current Hazardous Waste Haulers endorsements. The endorsement must meet the criteria for each type of vehicle driven (air brakes, dual axles, etc.). Each driver must be enrolled in the California Department of Motor Vehicles "Pull Notice Program," and must maintain these records for the term of the Agreement.

Contractor shall be financially responsible for all the labor, materials, transportation, analytical laboratory fees, final disposal and other related costs incurred on any waste rejected at the disposal sites regardless of reason(s) for the rejection.

Contractor may be required to transport waste in residential areas. Contract drivers shall follow all Federal and State laws and local ordinances. Contractor shall notify the university of any accidents while transporting its wastes.

Each vehicle or trailer used to haul the university's wastes must have the proper hazardous waste hauler permit.

Each vehicle or trailer used to haul the university's wastes must be equipped with the proper quantity and type of emergency response equipment and materials to handle a spill of the type being transported on each trip.

### 2.3.3 Disposal

**Disposal:** The Contractor shall arrange for the recycling, incineration, treatment and/or disposal of University hazardous waste in accordance with all applicable federal and state laws. All university hazardous wastes materials will be manifested directly to the ultimate disposal facility.

(a) Contractor warrants that the TSDF sites utilized are in compliance with any and all applicable federal, state and local laws, rules and regulations, and are suitable to receive and may lawfully receive the specific hazardous materials and wastes delivered to it.

(b) Contractor agrees that it shall immediately notify the University if a TSDF at any time fails to comply with any of the laws, rules or regulations under this section, or becomes unsuitable to receive the hazardous materials and waste delivered to it.

(c) Contractor agrees to notify the University if:

- i. Contractor is served with notice of a violation of any law, regulation, permit or license which relate to service(s) performed under this Agreement;
- ii. Proceedings are commenced which could lead to revocation of permits or licenses which relate to those service(s);
- iii. Permits, licenses or other governmental authorization relating to these service(s) are revoked;
- iv. Litigation is commenced against Contractor which could affect these service(s);
- v. Contractor becomes aware that its equipment or facilities are not in compliance with applicable laws, regulations, permits or licenses.
- vi. Alternative disposal methods become available.

(d) Contractor warrants that in the event of an accidental discharge of hazardous materials and wastes, Contractor shall, with due diligence, take immediate steps required by all federal, state, and local laws and regulations, including but not limited to EPA regulations per 40 CFR sections 263.30, 263.31; DOT hazardous material regulations, per Title 49 CFR; California Highway Patrol regulations and the Comprehensive Environmental Response Compensation and Liability Act, 42 USC sections 9601 to 9657. Contractor shall immediately notify the university of all details regarding the accidental discharge. Contractor shall only permit appropriate personnel with its company to make public statements, or issue news releases regarding the accidental discharge and Contractor specifically agrees that on all such occasions, it shall consult with the University before making any public statements or issuing any press releases which would identify the University.

(e) The Contractor shall transport University generated hazardous wastes only to those permitted treatment, incineration, or landfill sites approved by the University. The Contractor shall submit (within 10 working days of award of the Agreement) to the University a list of proposed treatment, incineration, or landfill sites. The University shall provide the Contractor with a response to the proposed list within five (5) CSU working days of receipt of the list.

(f) The Contractor shall provide the University with certificates of destruction/treatment from the corresponding recycling, incineration, treatment and/or disposal sites. Invoices will not be paid by the University until certificates of destruction/treatment are provided.

#### **2.4 Discovery Waste Product is Not Acceptable for Disposal**

Contractor shall have the right, but not the obligation, to sample, analyze, test or otherwise inspect at any time any unit or units of Waste Product. If Contractor discovers that any such unit or units are nonconforming in accordance with this Agreement, Contractor shall immediately notify CSU. Such notice shall specify with particularity the manner in which the unit or units are nonconforming and why they are not acceptable for disposal at such disposal facility or facilities.

#### **2.4.1 Discovery Before Removal**

If the discovery occurs before Contractor has removed the unit or units from CSU premises, this subdivision shall apply. Contractor shall be excused from further performance with respect to the unit or units discovered to be nonconforming and not acceptable for disposal. Unless Contractor proves that the unit or units are different (by reason of adulteration, substitution or other similar act by some person or entity other than Contractor or its agents) from the unit or units to which Contractor was given access in connection with its preparation or subsequent use of the Waste Material Profile Sheet, Contractor shall be deemed to be in breach of its contractual obligations. If Contractor proves that the unit or units are different (by reason of adulteration, substitution or other similar act by some person or entity other than Contractor or its agents) CSU shall reimburse Contractor for Contractor's reasonable expenses.

#### **2.4.2 Discovery After Removal.** If the discovery occurs after Contractor has removed the unit or units from CSU's premises, this subdivision shall apply. If Contractor proves that the unit or units are both:

- (i) different (by reason of adulteration, substitution or other similar act of some person or entity other than Contractor or its agents) from those to which Contractor was given access in connection with its preparation or subsequent use of the Waste Material Profile Sheet, and
- (ii) the same as those that Contractor removed from CSU's premises

then Contractor shall be deemed to be responsible, as between the parties hereto, for the nonconformity and shall continue to perform all its obligations (including, when necessary, additional treatment and with respect to such unit or units for the compensation specified in Rider D - Price Schedule ; provided that, if the cost of such performance is greater than it would be if the unit or units were as described in the Waste Material Profile Sheet, Contractor shall bear such increased cost

If Contractor proves both of the matters specified in items (i) and (ii) above, Contractor shall be excused from further performance with respect to such unit or units and shall return the unit or units to CSU at the CSU point of origin, and CSU shall accept such unit or units and shall reimburse Contractor for its reasonable expenses, in connection with such unit or units.

**RIDER C**

**SUMMARY OF HAZARDOUS WASTE MATERIALS/PRODUCTS COVERED BY  
THIS AGREEMENT**

The attached summary represents a quantitative and qualitative approximation of the hazardous wastes that could be generated by the University within any given Agreement term. Actual hazardous wastes generated during the Agreement term could vary, qualitatively and/or quantitatively, from the summary.

**[To be completed by University(s) participating in the Agreement]**

**RIDER D**

**HAZARDOUS WASTE DISPOSAL PRICE SCHEDULE**

**COST BREAKDOWN FOR MATERIALS IN CONTAINERS**

The total cost for packaging, materials, pickup, transportation, and disposal of hazardous wastes for the following categories shall be as noted below:

**Note:** The purpose of this pricing schedule is to deter opportunistic charges to the University for specific kinds of hazardous waste(s) generated by the University but not otherwise covered in this Agreement. Should waste material disposal services be required for waste material not specifically identified in this Rider C, University shall obtain pricing for such additional services in accordance with Section 2.2.4 using Exhibit A - Request for Cost Estimate for Additional Waste Disposal Services. If additional disposal services are to be subsequently authorized by CSU, this Agreement shall be amended or University shall issue a service order incorporating all provisions of this Agreement to cover the additional disposal services on a one-time basis.

<u>I. Waste Item Description</u>	<u>Price</u>
1. Batteries, Ni-Cad, alkaline, lithium, bulk	
5 gal DOT container	_____
30 gal DOT container	_____
Disposal Method _____	
2. Corrosive liquids, no metals, labpacked	
5 gal DOT container w/ _____ gal waste	_____
30 gal DOT container w/ _____ gal waste	_____
55 gal DOT container w/ _____ gal waste	_____
Disposal Method _____	
3. Corrosive liquids, with metals, bulk	
15 gal DOT container	_____
30 gal DOT container	_____
Disposal Method _____	
4. Corrosive solids, labpacked	
5 gal DOT container w/ _____ gal waste	_____
30 gal DOT container w/ _____ gal waste	_____
55 gal DOT container w/ _____ gal waste	_____
Disposal Method _____	
5. Flammable Liquid (Including Formaldehyde, etc.), bulk	
30 gal DOT container w/28 gal waste	_____
55 gal DOT container w/50 gal waste	_____
Disposal Method _____	

6. Flammable Liquids (Including Formaldehyde, etc.), labpacked
- 5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container w/18 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
7. Flammable Solids, labpacked
- 5 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
55 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
8. Fluorescent light ballasts, with PCB, bulk
- 30 gal DOT container \_\_\_\_\_  
55 gal DOT container \_\_\_\_\_  
Disposal Method \_\_\_\_\_
9. Gases, unidentified, "lecture bottle" size
- Price per cylinder for analysis and disposal \_\_\_\_\_
10. Hazardous liquids, N.O.S., labpacked
- 5 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
55 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
11. Hazardous solids, N.O.S., labpacked
- 5 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
55 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
12. HAZCAT, per analysis \_\_\_\_\_
13. Inorganic acid/aqueous waste w/mercury pH = 0-2
- 5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container 2/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
14. Inorganic acid waste, no metals, labpacked
- 5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container 2/50 gal waste \_\_\_\_\_

Disposal Method \_\_\_\_\_

15. Inorganic acid waste w/metals, ph 0-2  
(chromium, barium, lead, cadmium, magnesium, manganese, others;  
nomercury)

5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container 2/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

16. Inorganic salts, labpacked

5 gal w/8 lbs waste \_\_\_\_\_  
30 gal w/75 lbs waste \_\_\_\_\_  
55 gal w/150 lbs waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

17. Mercury compounds/salts, labpacked

5 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

18. Mercury, elemental, labpacked

5 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ lb waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

19. Organic peroxides & oxidizers, labpacked

5 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
55 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

20. Organic salts/solids, labpacked

5 gal w/8 lbs waste \_\_\_\_\_  
30 gal w/75 lbs waste \_\_\_\_\_  
55 gal w/150 lbs waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

21. Organic solvents, halogenated, labpacked

5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container 2/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_

22. Organic solvents, nonhalogenated, labpacked  
5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/8 gal waste \_\_\_\_\_  
55 gal DOT container 2/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
23. Paint thinner/lacquer thinner, bulk  
30 gal w/28 gal waste \_\_\_\_\_  
55 gal w/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
24. Paint thinner/lacquer thinner, labpacked  
5 gal w/1 gal waste \_\_\_\_\_  
30 gal w/8 gal waste \_\_\_\_\_  
55 gal w/18 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
25. Poison liquids, labpacked  
5 gal DOT container w/1 gal waste \_\_\_\_\_  
30 gal DOT container w/18 gal waste \_\_\_\_\_  
55 gal DOT container w/18 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
26. Poison liquid, bulk  
30 gal DOT container w/28 gal waste \_\_\_\_\_  
55 gal DOT container w/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
27. Poison solid, bulk  
30 gal DOT container w/28 gal waste \_\_\_\_\_  
55 gal DOT container w/50 gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
28. Reactives, labpacked  
5 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
30 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
55 gal DOT container w/\_\_\_\_\_ gal waste \_\_\_\_\_  
Disposal Method \_\_\_\_\_
29. Other, specify \_\_\_\_\_  
\_\_\_\_\_

**RIDER D (Continued)**

**HAZARDOUS WASTE DISPOSAL PRICE SCHEDULE  
COST BREAKDOWN FOR CONTRACTOR PERSONNEL  
AND EQUIPMENT**

II. For the hazardous waste disposal services covered by this Agreement

1.	Labor	Rate
	Labor, field supervisor	_____
	Labor, chemist	_____
	Labor, field technician	_____
	Labor, driver	_____
	Labor, clerical	_____
	Labor, Class B (supplied air)	_____
	TOTAL ESTIMATED LABOR	_____
2.	Overtime labor for emergency response work	Rate
	Supervisor rate/hour	_____
	Chemist rate/hour	_____
	Workers rate/hour	_____
3.	Services:	Rate
	List of Content, per page	_____
	Packaging List, per drum	_____
	Profile Preparation Charge, each	_____
	Labpack Preparation Charge, each	_____
	EH Permit Preparation Charge, each	_____
	<u>Sampling</u>	
	Sample Bottle, 4 oz. Poly	_____
	Sample Bottle, 16 oz. Poly	_____
	Sample Bottle, 16 oz. Glass	_____
	Disposable Coliwasa	_____
	Sampling Rod	_____

4.	Equipment (truck, crew vehicle, drum crusher)	Rate
	Vehicle, Truck	_____ /mi
	Vehicle, Crew	_____ /mi
	Drum crusher	_____ /hr
	Class B Safety Gear	_____ /day
	_____	_____
	_____	_____
	TOTAL ESTIMATED EQUIPMENT	_____
	_____ ea. 55 gal. Drums fiber/steel/poly	_____
	_____ ea. 55 gal. Drums fiber/steel/poly	_____
	_____ ea. 30 gal. Drums fiber/steel/poly	_____
	_____ ea. 30 gal. Drums fiber/steel/poly	_____
	_____ ea. 20 gal. Drums fiber/steel/poly	_____
	_____ ea. 10 gal. Drums fiber/steel/poly	_____
	_____ ea. 05 gal. Drums fiber/steel/poly	_____
	_____ ea. ___ gal. Drums fiber/steel/poly	_____
	_____ ea. ___ gal. Drums fiber/steel/poly	_____
	_____ ea. ___ gal. Drums fiber/steel/poly	_____
	<u>Drums</u>	
	Salvage Drum/85 gal. (Second)	_____
	DOT 17H/55 gal. (Second) Steel Drum	_____
	DOT 17H/55 gal. (New) Steel Drum	_____
	DOT 17H/30 gal. Steel Drum	_____
	DOT 17H/16 gal. Steel Drum	_____
	DOT 17C/06 gal. Steel Drum	_____
	DOT 21C/55 gal. Fiber	_____
	DOT 21C/30 gal. Fiber	_____
	DOT 21C/10 gal. Fiber	_____
	DOT 21C/5 gal. Fiber	_____
	DOT OS/55 gal. Open-top Poly Drum	_____

	DOT O/30 gal. Open-top Poly Drum	_____
	DOT O/20 gal. Open-top Poly Drum	_____
	DOT O/14 gal. Open-top Poly Drum	_____
	DOT PR/55 gal. Closed-top Poly Drum	_____
	DOT 35-65/05 gal. Poly Drum	_____
_____	ea. Vermiculite, 4 cu. ft. bag	_____
_____	ea. EPA Waste Labels	_____
_____	ea. DOT Labels	_____
_____	ea. Level C Ensemble	_____
_____	ea. Tyvek	_____
_____	ea. Clean up IV (Diatomaceous Earth	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
_____	ea. _____	_____
	Tax on packaging materials	7.75%
	<b>TOTAL ESTIMATED MATERIALS</b>	_____

6.	<b>Transportation and Disposal</b>	<b>Rate</b>
_____	ea. Transportation/55 gal.	_____
_____	ea. Transportation/30 gal.	_____
_____	ea. Transportation/20 gal.	_____
_____	ea. Transportation/10 gal.	_____
_____	ea. Transportation/05 gal.	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____
_____	ea. Transportation/_____	_____



**RIDER E**

**HAZARDOUS WASTE MARKINGS  
(Optional)**

In this Model Agreement Hazardous Waste Markings are addressed in  
Rider B - Hazardous Waste Material/Products Disposal Services - Scope of Work

## **RIDER F**

### **HAZARDOUS WASTE DISPOSAL SERVICES INSURANCE COVERAGE REQUIREMENTS**

#### **A. GENERAL REQUIREMENTS**

Contractor shall procure and maintain for the duration of this Agreement at its sole cost and expense the insurance identified in this Rider F against claims which may arise from or in connection with the performance of the work of this Agreement.

#### **B. Mandatory Insurance Coverage/Policies:**

1. General Liability coverage in the minimum amount of \$5,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$10,000,000 aggregate, including premises/operations, personal injury, broad form property damage, products/completed operations, contractual liability, independent contractors and \$500,000 fire legal liability. A Waiver of Subrogation is required.
2. Environmental Impairment (pollution) Liability coverage in the minimum amount of \$5,000,000 CSL bodily injury and property damage each occurrence and \$10,000,000 aggregate, including clean-up costs.
3. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
4. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000. CSU, its Trustees, officers, employees or agents, shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph.
5. Transporters shall maintain the following policy:  
  
Transporter's Auto Liability (\*\*\*\* Standard policy terms \*\*\*\*). In addition to coverage noted under Contractor's auto liability, transporter must also have an MCS-90 endorsement and Sudden & Accidental Pollution Insurance endorsement. The Sudden & Accidental Pollution Insurance must have minimum limits of \$2,000,000 per occurrence, \$2,000,000 total. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.
6. Contractor shall furnish to University certificates of insurance evidencing coverage under paragraphs 1,2 and 3 of this subdivision "B" which shall state the name of the carrier, show the expiration date of the policy, and must exactly state the following word-for-word:

a. "The State of California, the Trustees of the California State University, the University, and the employees, officers, agents, and volunteers of each of them are included as additional insureds."

b. The insurer will not cancel insured's coverage without 30 days prior written notice to the University in accordance with Section 9. Notice of Rider A - Supplemental Terms and Conditions."

c. The State of California, the Trustees of the California State University, the University, and the employees, officers, and agents of each of them shall not be responsible for any premiums or assessments of the policy."

#### C. Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CSU. Insurer shall reduce or eliminate such deductibles or self insured retentions as respects the University, its Trustees, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to the CSU guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The General Liability, Automobile Liability, Environmental Impairment (Pollution) Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CSU, its Trustees, officers, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations;
2. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the CSU, its Trustees, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the CSU, its Trustees, officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### D. Insurance Requirements

1. All insurance obtained by Contractor pursuant to this Agreement shall be issued by a company or companies authorized to transact business in the State of California. All Insurance must be issued by companies licensed to write insurance policies in the State of California, which have a BEST rating of A:VII.
2. The policies shall be primary and non-contributing with any insurance coverage by the CSU and shall contain a severability of interests clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each.
3. All insurance required by this Agreement shall be in effect at all times during the term of this Agreement. In the event any insurance coverage is to expire during the term of this Agreement, Contractor shall provide at least 30 days prior to the expiration date, a new certificate of insurance with itemization of exclusions evidencing coverage as provided herein for the remaining time of the Agreement term. New insurance policies are subject to the approval of the CSU, and

Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein required, the CSU may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

4. CSU shall be notified immediately when claims (paid and reserved) are within \$5,000,000 of any annual aggregate insurance limit. Additional coverage must be purchased to meet limits requirements if the aggregate insurance limit is exceeded.
5. For any of the insurance coverages which are “claims made”, Contractor must either purchase tail (extended reporting period) coverage for a period of 5 years after expiration or termination of this Agreement or maintain coverage with the same insurance company for a period of 5 years after expiration or termination of this Agreement.
6. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude CSU from taking any other actions available to it under any other provisions of this Agreement or otherwise in law. Contractor shall be solely responsible and liable for payment of any deductibles or self-insured retentions applicable to its insurance coverage for claims arising from operations under the provisions of this Agreement.
7. Except for Workers’ Compensation, the CSU, its Trustees, offices, employees, agents and volunteers are to be named as “additional insured” with respect to work done by Contractor under the terms of this Agreement on all policies required.
8. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after 60 calendar days’ written notice has been given to CSU.
9. Contractor shall provide CSU with the following insurance documents on or before the effective date of this Agreement:
  - a. Certificates of insurance for all required coverages; and
  - b. Full copies of all liability policies, which are to include additional insured endorsements and 30 days’ notice cancellation clause endorsements.

## Exhibit A

### REQUEST FOR COST ESTIMATE FOR ADDITIONAL WASTE DISPOSAL SERVICES

[CAMPUS NAME]

REQUEST FOR COST ESTIMATE UNDER AGREEMENT NO \_\_\_\_\_  
DATED \_\_\_\_\_, 19\_\_\_\_.

Date:  
Project Name:  
Service Location:

Request No.:

1. The CSU {campus} requires additional waste disposal services, not specifically provided for in Rider C - Pricing of Agreement Number [insert Agreement Number] and/or Rider D, Hazardous Waste Disposal Price Schedule. Therefore, Contractor shALL complete an "Estimate" Work Sheet for these additional waste materials generally described below, located at the service location identified above. In accordance with the terms and conditions of the Agreement.
2. Waste Product(s):
3. Send completed Work Sheet to:  

[Campus Name]  
ATTN.: Director, Environmental Health & Safety  
[Address]
4. Refer technical questions to \_\_\_\_\_ [phone number]. Refer all others to \_\_\_\_\_ [phone number].

\_\_\_\_\_  
University's Agreement Administrator

#### Distribution

[CONTRACTOR NAME] (original)

Contractor should complete a detailed cost estimate below in the same format as Rider C - Summary of Hazardous Waste Materials/Products Covered by this Agreement and return to requestor as noted above.

**Exhibit B**

**CONTRACTOR'S ESTIMATE FOR ADDITIONAL WORK**

Date  
Project Name  
Service Location

1. Contractor agrees to provide the hazardous waste disposal services described below in accordance with the terms and conditions of Agreement [insert Master Agreement #], and referencing Request No.:\_\_\_\_\_.

2. Waste Products: List each product/material to be disposed

Waste Item Description	<u>Qty</u>	<u>Price</u>	<u>Extended Price</u>
1. 5 gal			
30 gal			
55 gal			
2.			
3.			

Disposal Method & Site:\_\_\_\_\_