



## MASTER CONSULTANT SERVICES AGREEMENT MCSA (add the PO #)

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THIS MASTER CONSULTANT SERVICES AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between US Ecology, an Idaho corporation ("USE") and \_\_\_\_\_ ("Consultant"), a corporation of the State of \_\_\_\_\_ and anticipates the issuance of various written work orders, under which the consultant will provide USE with independent professional engineering technical, analytical and consulting services at various locations.

### WITNESSETH:

**WHEREAS**, USE desires Consultant to be available to provide professional advice, consultation and engineering services in connection with matters which may subsequently be described by authority in the form of the project work authorization attached hereto as **Exhibit A** ("Project Work Authorization"); and

**WHEREAS**, USE desires to acquire the professional advice, consultation and engineering services of a qualified consultant to conduct investigation and work at the location to be described in Exhibit A (the "Site"); and

**WHEREAS**, Consultant has trained and qualified personnel with experience in providing such services; and

**WHEREAS**, Consultant desires to perform the work and related activities pursuant to and in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Basic Services.** Consultant agrees to provide all services and equipment necessary to perform the work (as the same may be described in any given Project Work Authorization) within the time period set forth therein, pursuant to the Standard Fee Schedule (the "Standard Fee Schedule") which is attached hereto and incorporated herein by this reference as **Exhibit B**. The services set forth in the Project Work Authorization, in the scope of work section, shall hereinafter be referred to as the "Basic Services." Compensation for Basic Services shall be paid to Consultant in accordance with the Standard Fee Schedule, subject to any limitation or maximum or other qualifications thereof set forth in the Project Work Authorization.

2. **Additional Services.** Changes in Basic Services may be accomplished after the execution of this Agreement and any given Project Work Authorization pursuant to a "Change Order" (as defined in Section 3 below) in addition to or different from the Project Work Authorization. Any and all work performed outside the scope of the Basic Services shall be hereinafter referred to as "Additional Services" and shall only be performed pursuant to an accepted Change Order. Additional Services shall include, without limitation, any additional work which may be required by USE. The price of the Additional Services shall be computed based on the Standard Fee Schedule, Change Order and/or the Project Work Authorization subject to any limitation, or maximum or other qualification set forth in these aforementioned documents. In the event the Standard Fee Schedule does not set forth the unit price of a particular task or service and is not set forth in the subject Project Work Authorization or Change Order, the price of such service or task shall be that unit price for that service or task as determined by USE to be appropriate.

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The Basic Services and the Additional Services are collectively referred to herein as the "Services." Amendments to the Standard Fee Schedule shall be concurred and acknowledged by USE in writing prior to commencement of revised a revised fee schedule.

**3. Change Orders.** A Change Order is an instrument in form and content substantially similar to the form attached hereto as **Exhibit C** and shall specify (a) the Additional Services to be performed; (b) the price of the Additional Services; (c) any changes in the work schedule to perform the Additional Services; and (d) such other information as USE may reasonably request. An accepted Change Order is a Change Order which has been signed by the Consultant and USE. Only authorized persons who may sign this Agreement on behalf of Consultant and USE may sign change orders on behalf of their respective organizations. This duty may be delegated to a subsequent person within their respective organization. However, notice of this delegation must be made in writing to the other party. Each accepted Change Order shall be incorporated herein by reference and shall be subject to all of the terms and conditions contained herein. The parties acknowledge and agree that this Agreement, the Project Work Authorization and any accepted Change Order shall establish the Consultant's scope of work.

**4. Compensation.** Consultant shall perform the Basic Services for a price not to exceed the amount to be set forth in the Project Work Authorization (the "Contract Price"). The Consultant shall perform the Additional Services for a total price not to exceed the amount set forth in the accepted Change Order covering those Additional Services.

**5. Payment.** The Consultant's invoices for work performed shall be submitted monthly and shall include the number of this Agreement and the applicable Work Authorization(s) number(s). The terms are net cash, payable within 45 days in U.S. dollars from USE's satisfactory review of said invoices. Invoices shall be submitted to USE at:

US Ecology  
Attn: Accounts Payable  
17440 College Parkway Ste. 300  
Livonia MI 48152

USE shall either acknowledge that the work invoiced has been performed satisfactorily in accordance with this Agreement by processing the invoices for payment, or by notifying the Consultant within twenty-one (21) days of the invoice submission of any objection(s) thereto (the "Notice of Objection").

A Notice of Objection shall specify the basis for the objection to the Consultant's performance and to the extent possible, shall state practicable steps to be taken to resolve the objection. If the objection is based on poor workmanship or that the invoiced Services were not performed in accordance with this Agreement, any and all work performed by the Consultant to remedy the objection shall be performed at the Consultant's sole expense and shall not be invoiced to USE. Once the work which is the subject of an objection has been completed, the Consultant shall resubmit the invoice covering such Services performed (exclusive of any costs or fees incurred or charged to remedy the objection raised by USE.)

Pursuant to a Notice of Objection, USE may, in good faith, dispute Consultant's fees or other charges set forth on any invoice. In the event of such dispute, the parties will act in good faith to try to resolve the dispute as soon as reasonably practical. Such disputed amounts shall not be deemed to be past due accounts for purposes of this Agreement unless, and until, the parties mutually agree on such determination in writing or such is determined in accordance with this Agreement. If it is determined that USE did not owe such disputed amounts, such amounts shall not be required to be paid by USE.

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**6. Lien Wavier.** Upon request of USE, Consultant shall execute on behalf of itself and obtain from any of Consultant's subcontractors, material men, mechanics, laborers, and any other persons, firms, corporations, or entities possessing any right to any lien under applicable law, interim or final affidavits and lien waivers for any performance or work done hereunder and for any items sold hereunder or services performed hereunder in exchange for interim or final payment for USE, its successors and assigns from all costs and expenses, including reasonable attorneys' fees, damages or claims arising out of any of said items or services. Consultant hereby agrees to pay promptly any lien and Consultant shall indemnify, protect and hold harmless USE, its successors and assigns from all costs and expenses, including reasonable attorneys' fees, damages or claims arising out of Consultant's subcontracts or disputes between Consultant and its subcontractors or other said entities or from failure of Consultant to pay promptly its subcontractors and other entities possessing any right to any lien.

**7. Progress Reports.** Invoices shall be submitted on a monthly basis accompanied by a schedule of values and a progress report dated as of the date of the invoice specifying the status of the Services performed and such other information as USE may reasonably request.

**8. Schedule (Time of Performance).** The Consultant shall perform the Services in accordance with the schedules set forth herein and in the Project Work Authorization and any accepted Change Orders. Upon the occurrence of an event causing, or which may cause, a delay in the performance of the Services, or the discovery of any unforeseen circumstance while performing the Services which may increase the price of the Services, the Consultant shall promptly notify USE of such fact and shall: (a) specify the nature of the delay; (b) explain whether and why the delay was or may be caused by an event beyond the Consultant's control, (c) state what actions were taken or will be taken to minimize damage and/or delay; (d) state how further damage or delay can be avoided; (e) state the anticipated length of the delay and the effect the delay will have upon the performance of the Services.

If an unforeseen circumstance should have been reasonably anticipated by a contractor exercising the skill and judgment required hereby, or if the delay was caused by a failure of the Consultant (or any subcontractor thereof) to perform the services with the skill and judgment required hereby, the Consultant shall bear the costs required to regain the schedule or costs resulting from suffering the delay and of the additional work necessitated by the unforeseen circumstance or event which will or may cause a delay in the performance of the Services. Otherwise, the parties hereto shall negotiate in good faith to address the increased costs of such delay or unforeseen circumstance.

If USE does not promptly receive within seven (1) days the notification described in this Section 8, the Consultant shall bear any increase in costs arising out of the delay or unforeseen circumstance caused by this Consultant.

**9. Confidentiality; Non-Competition; Non-Solicitation.**

**(a) Confidentiality.** The Consultant hereby agrees that the Consultant shall consider all work performed for USE and the results thereof, including, but not limited to, any reports or test results (hereinafter "Confidential Information"), as confidential and proprietary to USE to be shared only with USE and USE's legal counsel. The Consultant agrees that any and all proprietary information or any private information provided to the Consultant in connection herewith shall also be considered Confidential Information which shall not be disclosed to others.

The Consultant further agrees that it will not, without the prior written consent of USE, publish or otherwise divulge or disclose, or discuss with anyone, the Confidential Information irrespective of the source of such Confidential Information, other than publications thereof to USE and USE'S legal counsel, and parties designated by either USE or USE's legal counsel. The Consultant shall take all reasonable precautions to assure that such Confidential Information is not used by or disclosed to others, directly or indirectly, other than as provided herein. Said precautions shall include, but not be limited to, the following: (a) advising all of the Consultant's directors, officers, agents, employees and representatives, including,

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but not limited to, subcontractors, laboratories, technicians, engineers and consultants retained by the Consultant, of such privileged, confidential, and proprietary status, and securing verbal or written agreements to honor same, and (b) refraining from publishing or divulging any such information in breach of the intent hereof.

Notwithstanding the above, the Consultant may comply with all legally binding judicial orders or governmental directives, and federal, state and local laws, rules, regulations and ordinances mandating the reporting to the appropriate public agencies the Consultant's knowledge of findings which indicate that there exists a danger to public health, safety or the environment; provided, however, that in the event the Consultant determines that it is required to disclose any Confidential Information under such circumstances, the Consultant shall, unless precluded by applicable law, judicial orders or governmental directives, notify USE in writing at least 24 hours prior to disclosure and USE may, but shall not be obligated to, interpose all objections it may have to the disclosure of such information, including, but not limited to, the right to seek an appropriate protective order. If Consultant is required to disclose such Confidential Information by legally binding judicial orders or governmental directives, and federal, state and local laws, rules, regulations and ordinances mandating the reporting to the appropriate public agencies, the scope of Consultant's disclosure of such Confidential Information shall be as narrow as is legally permitted by such applicable laws, provided, that USE may waive such limitation, in its sole discretion, by providing Consultant with written notice of such waiver.

The obligation of the Consultant to maintain the Confidential Information in confidence shall continue indefinitely except with regard to any Confidential Information that, after the date hereof, through no action on the part of the Consultant, becomes generally available to the public. Furthermore, regardless of whether the information shall be a part of public record or is generally available to the public or to governmental officials, the Consultant shall refrain from and avoid any additional publicity or notoriety with respect to USE, this Agreement or environmental matters pertaining to any of them.

**(b) Non-Competition; Non-Solicitation.** During the term of this Agreement and for a period of two (2) years thereafter (the "Restricted Term"), Consultant shall not (i) directly or indirectly engage, whether or not such engagement shall be as an employee, partner, stockholder, equity holder, affiliate or other participant, in any business that is competitive with USE or its affiliates in the markets in which USE or its affiliates operate (whether currently or in the future), (ii) interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the USE or any of its affiliates and any customer, supplier, or employee of USE (or any of its affiliates) or any other third party, or (iii) induce any current employee or former employee (whose employment with USE or any its affiliates was terminated (by such employee or USE) within one (1) year of the date of such inducement) of USE or any of its affiliates to terminate their employment with USE or any of its affiliates or cause, in any way, any employee's separation from USE or any of its affiliates.

**(c) Enforceability.** Sections 9(a) and (b) are intended, among other things, to protect the confidential information and businesses of USE and their employees. If for any reason a court determines that any part of Sections 9(a) or (b) are unreasonable in scope or otherwise unenforceable, such provisions will be modified and fully enforceable, as so modified, to the maximum extent the court determines lawful and enforceable under the circumstances. The undertakings and provisions under this Agreement are related to matters which are of a special and unique character, and a violation of any of the terms of this Agreement, including the matters described in this Section 9, will cause irreparable injury, the amount of which will be difficult, if not impossible, to determine and cannot be adequately compensated by monetary damages alone. Therefore, if Consultant breaches or threatens to breach any of the terms of this Agreement, in addition to any other remedies that may be available under this Agreement, applicable law or equity, USE will be entitled, as a matter of course, to specific performance, an injunction, a restraining order, or any other equitable relief from any court of competent jurisdiction, requiring compliance with this Agreement or restraining any violation or threatened violation of any such terms by Consultant or by such other persons as the court may order, without being required to prove irreparable harm or post bond.

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**10. Insurance.** Unless otherwise agreed by the parties, the Consultant shall maintain insurance coverage in the forms and in at least the amounts specified below during the term of this Agreement and until two (2) years after the completion of the Services to be performed hereunder.

Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Automobile Liability	
Each Occurrence	\$1,000,000
Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$500,000
Disease - Ea. Employee	\$500,000
Disease – Policy Limit	\$500,000
Professional Errors and Omissions	
Each Occurrence	\$1,000,000

Consultant's Commercial General Liability and Commercial Automobile Liability shall name US Ecology and Affiliated Companies Attn: Purchasing Dept. 17440 College Parkway Ste. 300, Livonia, MI 48152 as an additional insured certificate holder. All policies shall be primary and non-contributory, and include a Waiver of Subrogation in favor of US Ecology and Affiliated Companies. The above insurance limits are minimum requirements and do not constitute limits on the Consultant's liability.

All insurance shall be written by companies with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by the Consultant and USE.

As set forth in Section 19(b) below, the Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverages furnished for subcontractors shall be subject to all of the requirements stated herein.

If the Consultant neglects or refuses to provide any insurance required herein, or if any insurance is canceled, USE may, at its option, procure such insurance and adjust the Contract Price downward by the reasonable amount of premiums paid or to be paid.

**11. Dispute Resolution.** The parties agree to conduct good-faith negotiations over disputes arising under or relating to this Agreement, and during the course of those negotiations the Consultant shall continue to perform those Services at the Site which are not in dispute. The parties further agree that any dispute arising under or relating to this Agreement which the parties are unable to resolve within thirty (30) days by good faith negotiations may, upon mutual agreement, be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The parties further agree that, if arbitration is invoked as provided for herein, the dispute shall be submitted to an arbitrator selected from the panels of arbitrators of the American Arbitration Association experienced in the matter(s) which are the subject of the dispute. If arbitration is invoked as provided for herein, the parties further agree that they will faithfully observe this Agreement and all applicable rules of the American Arbitration Association, and the results of such arbitration shall be final and binding. If the arbitration procedures are not invoked, then mediation maybe pursued if the parties mutually agree. The mediator shall be a neutral third person acceptable to both parties. If the parties do not mutually agree to such mediation, Section 25 shall apply.

**12. Indemnification.** The Consultant shall indemnify, hold harmless and, at USE's

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option, defend USE, its affiliates and subsidiaries and their respective officers, directors, shareholders, their employees, representatives, agents, successors and assigns from and against any and all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement, reasonable attorneys' fees and litigation costs) for death of or bodily injury to any person, destruction of or damage to any property, loss of any property rights or entitlements, contamination of or adverse effects on the environment, or violation of governmental laws, regulations or orders, if and to the extent they result from, arise out of or are in connection with (a) any negligent or willful act, error or omission of the Consultant, its employees, agents, representative and its subcontractors, (b) the Consultant's breach of any term or provision of this Agreement or any accepted Change Order(s), or (c) the Consultant's exacerbation of any Preexisting Conditions (as defined in Section 14). The Consultant shall not be responsible for any claim, loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of USE, its employees, representatives or agents. The obligations of indemnification imposed by this section shall survive the termination of this Agreement and the completion of the Project Work Authorization.

USE shall indemnify, hold harmless and, at Consultant's option, defend Consultant, its affiliates and subsidiaries and their respective officers, directors, shareholders, their employees, representatives, agents, successors and assigns from and against any and all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement, reasonable attorneys' fees and litigation costs) for death of or bodily injury to any person, destruction of or damage to any property, or violation of governmental laws, regulations or orders, if and to the extent they result from, arise out of or are in connection with (a) any negligent act, error or omission of the USE, its employees, agents, representative and its subcontractors, (b) USE's breach of any term or provision of this Agreement or any accepted Change Order(s), or (c) any Preexisting Conditions; provided, however, that USE shall have no obligation to indemnify Consultant whatsoever with regard to such Preexisting Conditions if Consultant exacerbates such Preexisting Conditions. Notwithstanding the foregoing, in order to preserve such claim that Consultant may have for indemnification pursuant to this Section 12, Consultant must promptly notify USE of such indemnifiable claim in writing. If Consultant does not provide USE with written notice of any such indemnifiable claim within sixty (60) days of the event or events giving rise to such claim, USE shall have no obligation to indemnify Consultant on account of such claims.

**13. Termination.** USE may terminate this Agreement in whole or from time to time in part, as well as any outstanding accepted Change Order(s), at any time by written notice to the Consultant. Upon such termination, except as otherwise provided in Section 11, the Consultant agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, USE shall pay the Consultant in accordance with Subsection 13(c) below.

(a) Upon receipt of any such notice, the Consultant shall, unless the notice otherwise directs, immediately discontinue the Services on the date and to the extent specified in the notice; place no further orders or contract with subcontractors for material, equipment, services, or facilities, except as may be necessary for the completion of such portion of the Services as is not discontinued, if any; promptly make every reasonable effort to procure cancellation upon terms satisfactory to USE of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Services and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

(b) Upon such termination, the obligation of the consultant under the Agreement shall continue as to that portion of the Services already performed and as to bona fide obligations assumed by the Consultant under the Agreement prior to the date of termination.

(c) Upon termination, the Consultant shall be entitled to be paid the full price of all Services properly completed by the Consultant to the date of termination. Payment of the final amounts due hereunder shall be made in accordance with Section 5 hereof.

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**14. Professional Standards.** The Consultant is providing professional services to USE as specified in this Agreement, any accepted Change Order(s) or under any related agreement, and in accordance therewith the following provisions shall apply:

(a) The Consultant represents to USE that: (1) it knows the nature and scope of the Services and that it is familiar with the type of problems and hazards typically encountered in conducting the Project Work Authorization at a parcel such as the Site; (2) that it has the capability, experience and resources to perform the Services as required hereunder; (3) that the Services will be performed in a timely, professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Consultant shall, without additional compensation, correct or revise any of its designs, drawings, specifications, reports, and other deliverables, not complying with the foregoing standard of care, which are made know to Consultant by USE within one (1) year after submission to USE of the deliverable; (4) that all Services shall be performed safely and shall comply with: (i) all applicable federal, state and local laws, ordinances, regulations, orders and directives; (ii) all written policies made available to the parties by the United States Environmental Protection Agency ("USEPA") or the "Environmental Protection Agency" of the State in which each of the work sites are located; (5) that all cost estimates, approvals, recommendations, opinions, and decisions by the Consultant have been and shall be made on the basis of the Consultant's experience, qualifications, and professional judgment; and (6) the Contract Price is a fair and adequate price for the performance of the Basic Services.

(b) The Consultant warrants that if any of its completed Services fail to conform to the professional standards set forth in Section 14(a) above, the Consultant will, at its sole cost and expense, perform corrective services of the type originally performed as may be required to correct such acts, errors, and omissions.

**15. Independent Consultants.** It is expressly understood that the Consultant is an independent contractor and that neither Consultant nor its employees or subcontractors are servants, agents, employees or representatives of USE. USE shall not be held as a party to any subcontract entered into by the Consultant to perform the Services. The Consultant shall have sole responsibility and control in implementing and supervising the performance of the Services. The Consultant shall be liable for the acts and omissions of its subcontractors.

**USE is a federal contractor and as a Consultant you may be required to comply with the requirements of Executive Order 11246, Executive Order 13496, and regulations thereunder. which includes that "[t]his contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**16. Handling and Disposal of Generated Waste.** Consultant hereby represents and warrants that such Consultant, in rendering the Services, shall comply with all applicable laws, regulations, and ordinances. Consultant shall store, transport, manage and/or disposal of waste or sample materials generated in the course of the performance of the Services. "Waste Materials" as used in the Agreement shall include, but shall not be limited to, all hazardous substances, contaminated samples, discarded safety equipment, safety apparel, decontamination wash waters and well purge waters. USE acknowledges that, to its knowledge without inquiry or investigation, Consultant has neither created nor contributed to the creation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or to the release thereof or the

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violation of any law or regulation relating thereto, at the Site prior to the date on which the performance of the Services is commenced hereunder (collectively, "Preexisting Conditions.")

**17. Retention of Records.** The Consultant shall maintain records and documents relating to performance of the Services hereunder for a period of six (6) years after completion of the Services. Sixty days prior to the termination of the Consultant's obligation to maintain the records and documents, the Consultant shall notify USE of the impending termination of the storage obligation. If so requested, the Consultant shall deliver copies of such requested documents to USE. Consultant shall be entitled to keep one complete copy of all work product created during the course of this Agreement in Consultant's confidential archives.

**18. Assignment.** The Consultant shall not assign any of its rights or obligations under this Agreement or any document executed in connection herewith, including, without limitation, Change Orders, without the prior written consent of USE. USE may assign this Agreement without the written consent of Consultant. This Agreement shall be binding on the parties' permitted successors and assigns.

**19. Subcontractors.**

**(a) Engagement of Subcontractors.** The Consultant shall not employ the services of or hire any subcontractor which has not first been approved of in writing by USE. The Consultant represents and warrants that it shall not present a subcontract to USE for review and approval unless after due diligence the Consultant shall in good faith believe that the subject subcontractor has sufficient minimum assets and the necessary ability, experience and equipment to satisfactorily perform the services required of it under its subcontract and that the subcontract itself meets the obligations herein imposed.

**(b) Insurance** Consultant shall include in all subcontracts the minimum coverages (as set forth in Section 10 hereof) along with a Waiver of Subrogation in favor of US Ecology, Inc. and Affiliated Companies, limits of liability to be provided by the subcontractor during the term of said subcontractor's engagement hereunder and until two (2) years after completion of the Services. Insurance provisions contained in all subcontracts, as well as all certificates of insurance provided by any subcontractor, shall be subject to review and approval by USE, which approval will not be withheld unreasonably. Except as USE shall otherwise approve, all such subcontractors shall provide to the Consultant and USE certificates of insurance as required by their subcontract, and such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by the Consultant and USE. In the event either the Consultant or USE receives any such notification, it shall promptly notify the other party. If an insurance policy is canceled or reduced in coverage by any subcontractor performing Services at the Site, the Consultant shall immediately suspend the Services of that subcontractor, and allow the subcontractor seven (7) days within which to secure insurance coverage identical to that provided in the canceled or reduced policy. If the subcontractor fails within seven (7) days to secure insurance coverage identical to that provided in the canceled or reduced policy, the Consultant shall terminate the particular subcontract or assignment at issue and, if necessary, replace the defaulting subcontractor with a separate subcontractor approved by USE. To the extent a temporary stoppage of work is caused by the reduction or cancellation of insurance coverage by a subcontractor or assignee, USE shall not be responsible for any costs related to that work stoppage. The Consultant agrees that it will indemnify and hold USE and its subsidiaries and affiliates and their respective officers, directors, shareholders, agents, representatives, employees, successors and assigns harmless in the event any subcontractor fails to maintain the coverages shown in its certificates of insurance while that subcontractor is performing any Services.

**20. Laboratory Subcontractors.** The laboratories, or any subcontractor that Consultant subcontracts with to perform Services related to this Agreement shall be approved by USE. USE shall

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retain the right to withdraw approval as to any particular laboratory subcontractor upon any reasonable basis. Upon such withdrawal of approval, the Consultant shall terminate said subcontract and hire a new laboratory subcontractor as herein provided.

**21. Notices Received by Consultant.** The Consultant shall immediately notify USE of its receipt of any report, citation, notice or other writing (and deliver a copy thereof to USE) by or from any governmental or quasi-governmental authority or from any third party relating to the Site and/or the condition thereof not being in compliance with any applicable law. The Consultant shall also immediately notify USE of any release or threatened release of any hazardous material (as such term is defined under any federal, state or local law) which occurs on the Site during the term of this Agreement.

**22. Samples.** Samples may be collected during the course of the Services which may contain substances defined as hazardous by federal or state regulations. The Consultant agrees to dispose of such samples in compliance with all applicable federal, state and local laws unless such samples have been delivered to USE upon USE's written request therefore.

**23. Records and Documents.**

(a) USE shall provide to Consultant all the reports, data, studies, plans, specifications, documents and other information which, to its knowledge, are relevant to the Services. Consultant shall be entitled to reasonably rely upon the reports, data, studies, plans, specifications, documents and other information provided by USE in performing the Services. Notwithstanding the foregoing, Consultant shall not be entitled to reasonably rely on such reports, data, studies, plans, specifications, documents and other information if Consultant knew or should have known that such reports, data, studies, plans, specifications, documents and other information contained inaccuracies or were not reliable

All reports, documents, information, and any materials generated by or furnished to the Consultant under this Agreement or any accepted Change Order(s), as well as any plans, specifications or other similar materials provided to the Consultant or any subcontractor by USE, shall be and remain the property of USE and shall be returned to USE immediately upon USE's request therefore. The Consultant shall not use any such reports, documents or information developed during performance of the Services nor any such materials for any other purpose other than performance of the Services without the prior written consent of USE. USE shall have the exclusive right to make any use that is ethical and appropriate of such reports, documents, information and/or similar materials.

(b) USE shall have the exclusive right to make any use that is ethical and appropriate of such reports, documents, information and/or similar materials.

**24. Hazardous Waste Training Requirement.** Consultant and/or Consultant's personnel and/or subcontractor personnel prior to performing services at the Site shall receive a training described per 29 CFR 1910.120 for Hazardous Waste Operations, as applicable. The amount of training required shall be governed by the type of site where the services are performed. For an uncontrolled site, as defined per 29 CFR 1910.120, forty (40) hours of training will be required. Otherwise, twenty-four (24) hours of training will be required of all personnel as described above. Consultant and/or his subcontractors will furnish current certification and/or other documentation as required by USE as proof of having received this training, as applicable.

(a) All personnel, as described above in this section, shall become familiar with USE's site specific health and safety plan for each controlled site; controlled as defined per 29 CFR 1910.120.

(b) Consultant shall complete and return applicable safety documents with requested attachments to the USE Representative, Project Manager or to the QEHS Manager, prior to beginning any work.

(c) Consultant shall review and understand the rules and policies of the Environmental Health and Safety procedures as directed by the USE Representative, Project Manager or QEHS Manager.

(d) Consultant and Consultant's employees, subcontractors and associates maybe asked to participate in a safety orientation.

(e) Consultant shall take reasonable steps to erect and maintain safeguards for the protection of workers and eliminate or abate safety hazards created by or otherwise resulting from performance of the Work.

(f) Consultant shall take all precautions reasonably necessary for the safety and health of, and shall use efforts to prevent damage, injury or loss to: (1) all persons working at the Site, (2) all materials and equipment, whether in storage on or off the Site, under the care, custody or control of Consultant or any subcontractor, and (3) other property at the Site or adjacent to the Site.

**25. Applicable Law; Forum.** This Agreement shall be interpreted and the rights and obligations of the parties shall be determined in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. The parties acknowledge that in the event that the parties do not mutually agree to arbitrate or mediate any dispute arising out of this Agreement as described in Section 11, the United States District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Oakland shall have exclusive jurisdiction over any case or controversy arising out of, or relating to, this Agreement and that all litigation arising out of, or relating to, this Agreement shall be commenced in the United States District Court for the Eastern District of Michigan or in the Oakland County (Michigan) Circuit Court. Each of the parties consents to be subject to personal jurisdiction of the courts of Michigan, including the federal courts in Michigan

**26. Section Headings.** The section headings contained herein are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

**27. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**28. Non-Exercise of Rights.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

**29. Notice.** Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing, and delivered personally or by courier, express mail, telefax or certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is signed by the receiving party) as follows:

If to USE:

(USE Company cited on the Work Authorization)  
(Address cited on the Work Authorization)  
(Address cited on the Work Authorization)  
Attn: (cited on the Work Authorization)

*US Ecology*  
*Master Consultant Services Agreement*  
*(Name of Consultant)*

*The electronic version of this document is the controlled version. Each user is responsible for ensuring that any document being used is the current version.*

Phone: (cited on the Work Authorization)  
Fax: (cited on the Work Authorization)  
Email: (cited on the Work Authorization)

If to the Consultant:

(Firm name)  
(Street Address)  
(City, State ZIP)  
Attn:  
Phone:  
Fax:  
Email:

**30. Entire Agreement.** This Agreement, together with all Exhibits and executed Project Work Authorizations and accepted Change Orders thereunder represent the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein. This Agreement may only be modified by both parties hereto. Any modification must be signed either by the individual executing this Agreement or by the individual executing the Project Work Authorization pursuant to which the work is being performed, or in any event, by a corporate officer of USE.

**31. Separability.** If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

**32. Conflict.** In the event of any conflict or inconsistency between the terms of this Agreement and the Project Work Authorization and/or any accepted Change Orders, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

\_\_\_\_\_ (“Consultant”)

**US Ecology (“USE”)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

US Ecology  
Master Consultant Services Agreement \_\_\_\_\_  
(Name of Consultant)

*The electronic version of this document is the controlled version. Each user is responsible for ensuring that any document being used is the current version.*

## **EXHIBIT A - PROJECT WORK AUTHORIZATIONS:<sup>1</sup>**

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Project Work Authorization's shall contain the following data and are awarded by USE in the form of one of more line items on an USE purchase order, and finalized in the form of Consultant's written acceptance and acknowledgment.

- Master Consultant Services Agreement Number
- Work Authorization No. (Purchase Order Number) and scope of services
- Work Authorization Schedule and Work Authorization Price. Scope of Services will be provided to USE at a schedule and a price not to exceed price stated in the Work Authorization.

## **EXHIBIT B - STANDARD FEE SCHEDULE:<sup>1</sup>**

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- Consultant shall provide a fee and rate schedule for personnel and expenses, including subcontractor fees if applicable) specific to work conducted for USE and it family of companies.
- Unless otherwise noted in the Work Authorization, the standard fee schedule shall apply.

## **EXHIBIT C - CHANGE ORDERS:<sup>1</sup>**

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Change Orders shall address the following and shall be awarded in the form of one or more line items of an USE purchase order:

- Master Consultant Services Agreement and date; affected Work Authorization and Project Name; USE internal project number
- Change Order number and date; Requested By; Site Location; reason for additional services; description of change order; price of additional services; total price of change order.

<sup>1</sup> Work Authorizations, Standard Fee Schedules, and Change Orders are part of and incorporated into the Master Consultant Services Agreement between USE and Consultant. All work performed pursuant to Work Authorizations, Standard Fee Schedules, and Change Orders shall be performed in accordance with and shall be governed by the terms and conditions of said Master Consultant Services Agreement