



SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement entered into by and between US Ecology legal entity name, a (state) corporation (USE) and (name of Subcontractor), a (state) Corporation (Subcontractor). The term of this agreement will begin upon execution and automatically renew annually unless terminated by either party under conditions outlined in this Agreement.

1. Authorization of Work

All work to be performed under this agreement will be set forth in separately written documents (purchase orders, quotes, scope of work, amendments) as issued by USE. It is understood and agreed that USE is not obligated in any way to issue any purchase orders or otherwise request Subcontractor to perform any work. Also, any change orders must be approved in writing by USE prior to commencement of such work or USE will not be liable for the payment of such work.

2. Billing and Payments

USE is contracting for the professional services and invoices shall be paid 30 days after USE receives payment from client. All subcontractor invoices shall be presented in an American Institute of Architects (AIA) format, or other format pre-approved by USE and submitted to USE on a monthly basis. Subcontractor shall contact USE's Accounts Payable department if invoice is delayed or if payment is not received within the terms agreed upon. Invoices received after 45 days may result in non-payment if USE is not notified of delay.

It is understood that if there be failure by USE to pay any approved invoice within thirty (30) days after receipt of payment for same services from client, Subcontractor may, without waiving any other claim or right against USE and without liability whatsoever to USE, terminate its performance hereunder. However Subcontractor must notify USE in writing and provide a 3 business day cure period.

3. Release of Liens

Upon completion of articles and after final inspection and approval thereof by USE representative, Subcontractor shall submit invoice together with all required guarantees, permits and certificates plus (if requested by USE), Release of Liens in form satisfactory to

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USE showing that all charges for labor and material have been fully paid. Subcontractor shall furnish USE such documentation as USE may require (including release of liens from any lower tier subcontractor, vendor or supplier of Subcontractor) to show any subcontractor with the above obligation. USE, at its option, may require proof of progress of the work and before interim payments are made to Subcontractor by USE. Approval by USE of Subcontractor's work shall not relieve Subcontractor of its obligation to USE.

Subcontractor agrees that no mechanics' lien whatsoever shall be filed against USE, its Client or properties held by either party by Subcontractor or any subcontractor, supplier of any labor, material, or both, in the performance of the work under this agreement and the right to such lien is hereby waived. Subcontractor agrees to indemnify and hold USE harmless from any and all such costs (including reasonable attorney fees) arising out of the filing of any lien by Subcontractor and any lower tier subcontractors, or supplier of Subcontractor.

If notice is given of any claim or intention to file a lien, by any lower tier subcontractor, or supplier of Subcontractor, or if any liens or claims arising from the work are filed by any lower tier subcontractor, or supplier of subcontractor, against USE, its Client or the plant, site, material, work, or any of them, Subcontractor shall, on being informed thereof, immediately proceed to its best efforts to have such liens or claims paid or stricken from the records and shall, insofar as it is reasonable, protect USE and its Client and such buildings, structures, and Site therefrom. If such liens or claims are not released of record within 30 days from the time Subcontractor is notified thereof, USE shall have the right to take such action as is necessary to have the same done. Should there be any such liens or claims arising after all payments due Subcontractor have been made, Subcontractor, upon demand, shall reimburse USE for all moneys that USE be compelled to pay, including fees and expenses, in discharging or satisfying such liens or claims.

4. Indemnity and Insurance

Subcontractor agrees to indemnify and hold USE, its officers, agents and employees, harmless from any loss, cost, expense, damage, claim, demand, liability or cause of action of whatever kind of nature on account of damage to or destruction of property or injury or death of any person or persons arising out of or resulting from any act or omission, whether willful or negligent, caused by the Subcontractor, its employees, its lower-tier subcontractors, representatives in the performance of the work called for by this Agreement.

Unless otherwise agreed by the parties, the Subcontractor 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	\$2,000,000
General Aggregate	\$2,000,000
Automobile Liability, Combined Single Limit	

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Each Occurrence	\$1,000,000
Umbrella Liability, Each Occurrence	
Each Occurrence	\$2,000,000
Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$500,000
Disease - Ea. Employee	\$500,000
Disease – Policy Limit	\$500,000
Pollution Liability, Each Occurrence	
Each Occurrence	\$1,000,000

Subcontractor's Commercial General Liability and Commercial Automobile Liability shall name US Ecology and Affiliated Companies Attn: Purchasing Dept. 17440 College Parkway, Ste. 300, Livonia, Michigan 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 Subcontractor's liability. All policies shall be subject to 30 days advance written notice of cancellation.

USE shall have the right to recover from the Subcontractor for any loss or damage caused by breach of contract, negligence or bad faith of Subcontractor. If the Subcontractor fails to appear at a site at the specified time, fails to perform the authorized services by the completion date or in any way causes delay so as to cause any liability, liquidated damage claim, loss or damage to USE. Subcontractor shall reimburse USE, Inc. for such losses or damages. However, neither party shall hold the other responsible for damages or delays caused by acts of God or other events which are beyond the reasonable control of the other party and could not have been reasonably foreseen or prevented.

5. Confidentiality & Non-Solicitation

(a) Confidentiality. Subcontractor hereby agrees that Subcontractor 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. Subcontractor agrees that any and all proprietary information or any private information provided to Subcontractor in connection herewith shall also be considered Confidential Information which shall not be disclosed to others.

Subcontractor 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. Subcontractor shall take all reasonable precautions to assure that such Confidential

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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 Subcontractor's directors, officers, agents, employees and representatives, including, but not limited to, subcontractors, laboratories, technicians, engineers and consultants retained by Subcontractor, 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, Subcontractor 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 Subcontractor's knowledge of findings which indicate that there exists a danger to public health, safety or the environment; provided, however, that in the event Subcontractor determines that it is required to disclose any Confidential Information under such circumstances, Subcontractor 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 Subcontractor 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 Subcontractor'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 Subcontractor with written notice of such waiver.

The obligation of Subcontractor 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 Subcontractor, 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, Subcontractor 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-Solicitation. During the term of this Agreement and for a period of two (2) years thereafter (the "Restricted Term"), Subcontractor shall not (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 of 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.

6. Right of Entry

USE hereby grants to Subcontractor and warrants (if site is not owned by USE) that permission

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has been duly granted for a Right of Entry from time to time, by the Subcontractor's personnel staff or Subcontractors upon the site for the purpose of performing and with the right to perform all acts, assessments, and research, including without limitation the making of earth excavations pursuant to the scope of services.

7. Charge of Site

Subcontractor by virtue of providing the services described in the proposal for services assumes the responsibility for reporting to USE, any conditions at the site that may present a potential danger to public health or the environment. Subcontractor shall be responsible for investigation and identification of all utilities servicing the project site and other below or above ground objects, including obtaining permits from Dig Safe, Miss Utilities and other private and municipal utility agencies.

USE agrees to advise Subcontractor promptly of any known hazardous substances or any known conditions existing in, on or near the site presenting a potential danger to human health or the environment.

8. Document and Sample Disposition

Subcontractor will preserve soil and other samples required by the scope of services for such period of time as USE in its sole discretion deems appropriate. No such samples will be discarded before 30 days after completion of the investigation. Samples will be available at Subcontractors offices for inspection by USE and others authorized by USE; samples will be shipped to a location selected by USE if so desired. All reports, field logs, field notes, calculations, and other documents prepared by Subcontractor as instruments of service shall become the property of USE.

Subcontractor will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to USE at Subcontractors offices at all reasonable times. Additional copies will be prepared by a Subcontractor for USE at a reasonable cost for reproduction.

9. Representation and Warranty

Subcontractor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the work under this Agreement as outlined in the specifications. Subcontractor warrants that it will perform the services under this Agreement with the degree of high professional skill and sound practices and judgment that are normally exercised by recognized forms with respect to services of similar nature. Pursuant to the end, Subcontractor agrees to perform the work using its expertise and warrants such work will be accurate and free from defects due to materials, workmanship or design. Subcontractor shall at its own expense reperform work to correct any deficiencies that result from Subcontractors failure to perform in accordance with the foregoing standards.

10. Permits and Licenses

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Subcontractor shall, as required for the performance of the work, obtain and maintain all necessary permits, licenses and other forms of documentation required by Federal, State or local authorities or other governmental authorities which may be affected by the work, pay all fees in connection therewith, and abide by all regulations, ordinances, codes and other rules of such authorities, and give all stipulations and representations required thereby. Subcontractor further agrees to save USE and USE' directors, officers and employees harmless from liability or penalty that might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules. Subcontractor agrees to furnish to USE all applications for permits and licenses for review prior to filing with any authority.

USE reserves the right to modify the estimates of the cost of work to be performed by Subcontractor for the purposes of obtaining or complying with the permits and licenses.

11. Contractor's Status and Related Matters

The relationship of the Subcontractor to USE shall be that of an independent contractor and nothing herein contained shall be construed as creating any other relationship.

The Subcontractor shall accept, in connection with the work called for hereby, exclusive liability for the payment of the taxes or contributions for Social Security, unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Subcontractor to any and all persons employed by it in connection with the performance of the work and comply with all valid Federal and State regulations respecting the assumption of liability for any of the aforesaid taxes or contributions. Subcontractor represents that the Contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold USE and USE' directors, officers and employees harmless from and against any and all liability for the delay or failure of the Subcontractor and its subcontractors to pay any such taxes or contributions.

Subcontractor further represents that the Contract prices incorporated herein include all Federal, State and/or local sales, use, ad valorem, or other taxes that are levied on or incurred as a result of the work performed hereunder.

Subcontractor further agrees to execute any certificate reasonably required by USE pursuant to Federal, State or local laws or regulations.

12. Amendment of Agreement

This agreement may be amended only in writing signed by both USE and the Subcontractor. Additional services may be requested verbally by USE or USE agent and shall be confirmed in writing to Subcontractor.

13. Bonds

If required by USE, the Subcontractor shall furnish labor/materials, performance and payment

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bonds in form and amount satisfactory to USE. The cost of any bonds required by USE will be reimbursed to the Subcontractor upon submission of satisfactory evidence of the payment of premium therefore.

14. Assignment, Lower Tier Subcontractors

The Subcontractor shall not assign this Contract, or any moneys to become due hereunder, without prior written consent of USE. The Subcontractor shall not use any other lower tier subcontractors in the performance of the work unless specifically authorized in writing by USE. In that event, the Subcontractor agrees to insert in all lower tier subcontracts issued hereunder provisions which will conform substantially to each of the provisions of this Contract, Subcontractor shall assure that each lower tier subcontractor fully complies with the terms of this Contract and Subcontractor shall be fully responsible for the lower tier subcontractor's work and activities.

15. Notices

Whenever any notice is required or authorized to be given hereunder, such notice shall for all purposes, be deemed to be duly given and received if giving in writing and sent by registered mail, postage prepaid, to the respective parties at the following addresses. If sent by USE to the Subcontractor, addressed as follows:

**Subcontractor's Name
Address
City, State, Zip
Attn: Contact Name
Email:**

and if sent by the Subcontractor to USE, addressed as follows:

**US Ecology Legal Entity Name
Address of USE location
City, State, Zip
Attn: USE Contact Name
Email:**

16. Equal Opportunity

The Subcontractor will not discriminate against any employee or applicant for employment beca of race, color, religion, sex or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer,

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recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer advising the labor union or workers' representative of the subcontractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Subcontractor will comply with all provisions of the rules, regulations and relevant orders of the Secretary of Labor.

The Subcontractor will include the provisions of paragraph 1 through 4 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontract or vendor.

USE is a federal contractor and as a subcontractor 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.

17. Termination for Convenience of USE.

The performance of work under this Agreement may be terminated by USE in accordance with this Article in whole or, from time to time, in part, whenever USE shall determine that such termination is in the best interest of USE. Any such termination shall be effected by delivery to the Subcontractor by USE of a written notice of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination shall become effective.

Time is of the essence in the performance of the work. Anything in this Article notwithstanding,

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should the Subcontractor fail to prosecute the work with promptness and diligence, or if work is not completed within the time agreed by Subcontractor, or should the Subcontractor be guilty of a substantial violation of any provision of this Agreement, or become insolvent or otherwise be in default, all USE's rights and remedies at law and equity, including, but not limited to, procurement of substitute services, arising directly or indirectly from such default are hereby reserved to USE. In the event of such termination, USE shall pay Subcontractor for all services rendered up to the effective date of termination.

18. Risk of Loss

Title to all materials shall pass to the Owner upon delivery to the work site; however, Subcontractor shall bear the risk of loss of such materials until completion of the work and final payment.

19. Severability

In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and binding upon the parties hereto.

20. Nonwaiver of Defaults

Any failure by USE at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions in any way, or the rights of USE at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

21. Cumulative Remedies

The rights and remedies herein reserved to USE shall be cumulative and additional to any other or further rights and remedies provided in law or in equity. Subcontractor's obligations under this Agreement to indemnify or hold USE harmless shall include, without limitation, all court costs and attorneys' fees incurred by USE including those incurred in enforcing Subcontractor's obligations hereunder.

22. Merger of Negotiations

The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto with respect to the subject matter hereof; including, without limitation, any letters of intent, purchase orders or orders heretofore issued by USE to Subcontractor. No agreement or understanding varying or extending this Agreement will be binding on either party hereto unless in writing, signed by a duly authorized officer or representative thereof, in which writing specific reference is made to this Agreement.

23. Price Warranty

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Subcontractor warrants that the prices/charges/rates set forth or incorporated in the quote to USE are not less favorable than those currently extended to any other customer for the same or similar services, in similar quantities, during the term hereof. In the event Subcontractor reduces any price or prices during the term of this Agreement, Subcontractor shall reduce the prices hereof correspondingly. Subcontractor warrants that the prices shown in this Agreement are complete and no additional charges of any type for the material shall be added without USE prior written consent.

24. Interpretation

It shall be the obligation of Subcontractor to exercise due diligence to discover and to bring to the attention of USE at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts herein or in or between any documents attached hereto or incorporated by reference herein. Ambiguities, inconsistencies, or conflicts will not be strictly construed against the drafter of the Agreement language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

25. Waiver

USE's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or USE's waiver of any breach hereunder shall not thereafter waive any such terms, conditions, or privileges or any other terms, conditions or privileges, whether of the same or similar type.

26. Choice of Laws/Jurisdiction

This agreement will be construed in accordance with the laws of the State of Idaho. Any dispute resulting in legal action shall be adjudicated within the jurisdiction of the state of Idaho.

27. Patent

Subcontractor shall defend any suit or proceeding brought against USE based on a claim that any item or art of an item furnished under this Purchase Order constitutes an infringement of any patent and shall pay all damages and costs awarded against the USE. If the use of an item or part of an item is enjoined, Subcontractor shall at their own expense either procure for USE the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so it becomes non-infringing.

28. Compensation for Completed Services

If the described services are discontinued for any reason after the execution of the agreement, all services performed to date shall be compensated at the rates quoted by Subcontractor and agreed to by both parties prior to commencement of work.

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29. Safety and Protection

The Subcontractor shall place the highest priority on safety and health, and shall be solely responsible for safety in the performance of its services and for all equipment and materials to be used. The Subcontractor shall properly make safe the area of services to protect the health and safety of Subcontractor personnel, USE, personnel and their client's employees, the public and other third parties.

The Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of public bodies having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including, without limitation, the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Subcontractor shall also review and comply with any additional safety plans or directions that may be required by a specific project. Subcontractor shall erect and maintain as required by the conditions and the progress of the work, all necessary safeguards for safety and protection and shall comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.

The Subcontractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Subcontractor's superintendent unless otherwise designated in advance in writing by the Subcontractor.

The Subcontractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when personnel are employed on the work.

If the Subcontractor fails to comply with these and any other safety requirements, USE reserves the right to remove the Subcontractor from the project.

30. Back Solicitation

During the term of this contract and any extension thereof and for a period of two years from the cancellation date of this contract or any extension thereof, Subcontractor agrees that neither it, nor any of its employees or agents, will back-solicit the business of any party with whom it or they come into contract with or become aware of as a result of any services rendered by Subcontractor for USE pursuant to this Agreement. Any violation of this provision shall render Subcontractor liable to USE for actual and special damage as a result of such violation.

31. Trading Partner

The purpose of this agreement is to create an obligation between the parties using e commerce and it ensures that;

- (a) of any electronic equivalent of documents (transactions) referenced or exchanged

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under this agreement shall be deemed an acceptable practice in the ordinary course of business.

(b) Such transactions shall be admissible as evidence on the same basis as customary paper documents.

32. Audit

USE reserves the right to audit Subcontractor's material, equipment, rental and approved lower-tier Subcontractor costs including invoices, bills of sale, rental records, vouchers, receipts, charge slips, and other forms of expense record.

(USE legal entity company)

(Subcontractor)

By _____

By _____

Its _____

Its _____

Date _____

Date

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