

D402

ENVIRONMENTAL PROTECTION - HAZARDOUS WASTE DISPOSAL

1. Seller will be responsible for performing any and all work under this Purchase Contract Order (PO/Contract) in full compliance with all applicable federal, state, and local environmental laws and regulations.
2. Seller will take all necessary precautions to prevent and mitigate discharges, spills or releases of hazardous substances or materials while performing work under this PO/Contract. Any known or suspected discharge, spill, or release will be immediately reported to the Buyer Procurement Agent by Seller.
3. Seller will promptly, and at its own expense, undertake and complete all corrective and remedial actions as may be reasonably necessary to remedy any existing or threatened discharges, spills, or releases of hazardous substances or materials caused, directly or indirectly, by Seller or its subcontractor(s). Prior to initiating any corrective or remedial action, Seller will submit to the Buyer Procurement Agent for approval a written plan specifically outlining its proposed actions. If obtaining Buyer approval would substantially impede necessary mitigating or emergency measures, Seller will initiate these measures immediately and subsequently provide the Buyer Procurement Agent a written report of actions taken.
4. Seller will handle, store, transport, and dispose of all hazardous waste generated by Seller's (or Seller's subcontractor(s)) activities in accordance with all applicable laws and regulations, including but not limited to, the California Hazardous Waste Control Law, Health and Safety Code Sections 25100, et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901, et seq. Prior to transporting any hazardous waste off Buyer's premises, Seller will submit to the Buyer Procurement Agent, for review and approval, completed hazardous waste manifests and any other documents deemed necessary by the Buyer Procurement Agent to evidence compliance with the terms and conditions of this PO/Contract and applicable laws and regulations. No hazardous substance or hazardous waste resulting from Seller's (or Seller's subcontractor(s)) activities will be left at Buyer's premises after completion of work under the PO/Contract, except as may be specifically provided by this PO/Contract.
5. Seller shall have title to all hazardous waste generated by Seller's (or Seller's subcontractor(s)) activities in the performance of work under this PO/Contract and must use its own EPA ID number for waste disposal purposes. In the event Seller does not dispose of hazardous waste generated by Seller (or its subcontractor(s)), pursuant to the requirements of this PO/Contract, Buyer will dispose of Seller generated hazardous waste at Seller's expense. Buyer reserves the right to either withhold payment from any balance owed to Seller or submit a separate invoice to Seller for the cost(s) incurred to dispose of Seller generated hazardous waste
6. Seller will obtain written approval from the Buyer Procurement Agent prior to any storage of hazardous waste at Buyer's premises.

7. Seller shall release, indemnify and hold Buyer, its directors, officers, agents, and employees harmless from all claims, actions, damages, liabilities and expenses, including counsel fees and expenses, as a result of (i) injury to or death of any person; (ii) loss of or damage to property of any person; (iii) contamination of or adverse effect on the environment or natural resources, or (iv) any violation of any governmental laws, regulations, permits, or orders caused in whole or in part by the acts or omissions of Seller, Seller's subcontractor(s), or anyone directly or indirectly employed by them, arising out of or in any way connected with the performance or breach of this PO/Contract. This indemnification of Buyer by Seller shall survive the termination of this PO/Contract.

8. Any violation of this clause may be grounds for termination of this PO/Contract by Buyer.