

2021\_Vizient HAZ\_V 2\_01 26 21 Sales \

## Vizient SV2425 Exhibit C-4

## **Master Service Agreement**

Billing Information: Customer/Company Name	Natividad M	edical Center	Billing Attention		
Customer Address 1	PO Box 816		Billing Name	AP Supervisor	
Customer Address 2	TO BOX OTO		Contact Phone#	831-783-2368	-
Customer City/State/Zip	Salinas, CA	93912	Contact Fax#		
Contact Title	AP Supervise		Contact Email	accountspayableemail@	natividad.com
	<del></del>		9		
This Agreement is entered into Center and (hereinafter referr Delaware Corporation having Stericycle"). This Agreement # SV2425, by and	ed to as Custom g a place of bus ent is made pur	er), for itself and on siness at 2355 Wauk suant and is subject ycle and Vizient (the	behalf of any of its opera egan Road, Bannockburn to the terms and condition "GPO Agreement").	ting subsidiaries and Ste 1, IL 60015 (hereinafter	ericycle, Inc., a referred to as
	10 July 12	Services t	o be Provided		
Regulated Medical Was Treatment and disposal of Bio-hazardous w	medicaland	Comprehensive p	posal Management roactive sharps disposal eusable containers	Integrated Waste All-encompassing or managemen	n-site waste stream
Pharmaceutical W. Help characterize, segregate properly dispose of pharma	e, transport and	Environmentally s	us Waste Disposal ound and flexible ardous waste streams	Medical Pro On-demand product/s or Mail Back auto rep	
		e referenced in Cor	responding Attachments	included herein.	
Agreement Effective Date:		01010101101011111001111	Mostor Agreeme	nt ID: SV2425 Exhibit	C 4
Terms of Agreement: 60 Mo	onths		S		
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Chief Deputy County Counsel
County Counsel
4/6/2022
County Auditors Office

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#### TERMS AND CONDITIONS

### 1. Hazardous Waste Services and Customer Responsibilities

- (a) Certain capitalized terms as used in this Agreement or any attachment hereto shall have the definitions given to them in Schedule A hereto, Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. Stericycle will manage Customer's Waste that are Hazardous Waste and/or Universal Waste, as more fully described in Attachment C. Customer shall place only Conforming Waste into the containers provided. Customer warrants that the Waste presented for disposal will not contain any Non-Conforming Waste and Customer shall be liable for any injury, loss or damage resulting from violations of such applicable law regarding disposal of Non-Conforming Waste. Stericycle employees may refuse containers that are determined to contain Non-Conforming Waste or otherwise do not comply with Stericycle's Waste Acceptance Policy ("WAP"). Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Conforming Waste shall transfer to and vest in Stericycle at such time as such Waste is loaded onto Stericycle vehicles. Customer shall have title to the Conforming Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.
- (b) Any Waste tendered to Stericycle by Customer or at Customer's locations will conform fully with the applicable Waste Characterization Data for that Waste, be labelled by Customer in conformance with applicable laws and so as to communicate its contents to Stericycle, and be segregated from other Wastes in accordance with the WAP. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to Stericycle only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer agrees to comply with Stericycle's Waste Acceptance Policy set forth in the attachment hereto. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for services.
- 2. Recordkeeping and Compliance with Laws Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, permits, required state registrations, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to generation, storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.
- 3. Term, Pricing and Termination date of execution of this agreement.

  The term ("Term") of this Agreement is established on page one of this document, through 60 months from the
- (a) Customer shall pay Stericycle the prices set forth on the Attachment A of this Agreement. Stericycle may increase the contract price by 4%. Such increase may not be implemented until the date occurring after the first 12 months of the Term with a 36-month agreement, and after 18 months with a 60-month agreement. Thereafter, price increases of 4% may be implemented on each subsequent anniversary date of the initial price increase. Stericycle may adjust the contract price to account for operational changes it implements to comply with changes in law and/or changes in customer's service requirements, or to otherwise cover unforeseen, significant cost escalation.
- (b) Stericycle has instituted a per invoice fuel surcharge to manage and isolate the impact of Diesel fuel price fluctuations. The fuel surcharge is based on the U.S. 'On Highway' Diesel Price Index. A table outlining the Fuel Surcharge can be found in Attachment D of this agreement.
- (c) In the event of breach of any provision of this Agreement, the non-breaching party shall notify the breaching party in writing of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or in equity.
- (d) If Customer breaches this Agreement by terminating Stericycle's collections prior to the expiration of its Term or in any other way violates this agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then Stericycle shall be entitled to collect from Customer an amount in liquidated damages (a) equal to 50% if in first 12 months of agreement (b) equal to 45% if in months 12 through 24, or (c) equal to 40% if past the initial 24 months of the agreement, of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges (i) that Stericycle's damages resulting from the premature termination of collections include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unre coverable sunk training/instruction costs, and other elements of injury, (ii) that such damages are extremely difficult to quantify as they relate to any one customer, and (iii) that the foregoing liquidated damages amount is a reasonable estimate of actual expected damages and is not a penalty. Liquidated damages as described herein is Stericycle's sole remedy for Customer's improper early termination.
- (e) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least six ty (60) days' notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit or required to perform this Agreement or in the event that a change in any law, regulation or ordinance makes it impractical in Stericycle's sole discretion, to continue performing this Agreement.
- (f) Upon 30 days' notice to Stericycle, Customer shall have the right to add or delete mutually acceptable Customer facilities receiving Regulated waste services under this Agreement. This addition or exclusion of any facility participating under this Agreement shall have no effect on the services provided the other participating facilities.
- (g) Customer's payments to Stericycle under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to Stericycle and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event the Customer cancels due to insufficient funds, Section 3(d) will be enforced.

- 4. Survival The term of this agreement is established on page one of the document, If Stericycle is re-awarded a new GPO agreement for medical waste management services, Members having signed a waste service agreement under the previous GPO agreement will continue to have their sales reported and Administrative Fees paid for their Stericycle waste purchase activity on the new GPO agreement without any further action being required, through the term of the Stericycle waste service agreement,
- 5. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay the invoice within 30 days from when the County of Monterey Auditor-Controller receives the invoice.
- 6. Surcharge Stericycle may also impose a 'no waste' surcharge identified in the pricing attachment in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed.
- 7. Liability for Equipment

  Customer shall have the care, custody and control of containers and other equipment placed at Customer's premises which is owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement, except to the extent any such loss or damage to personal property, or personal injury or death is a result of Stericycle's negligence, intentional misconduct, or breach of this agreement. Any damage to such property and equipment, other than normal wear and tear, will be charged to the Customer, and payable to Stericycle as additional service cost.

#### 8. Indemnification

- (a) Stericycle shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "Customer"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Stericycle and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Customer and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Customer. Stericycle shall reimburse Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Stericycle is obligated to indemnify, defend and hold harmless Customer under this Agreement.
- (b) Customer shall indemnify, defend, and hold harmless Stericycle, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Customer and/or its officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Stericycle and/or its officers, agents, employees and subcontractors. Customer shall reimburse Stericycle for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Customer is obligated to indemnify, defend and hold harmless Stericycle under this Agreement.
- 9. Compliance with Laws Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as per the attached "Attachment E county of Monterey Insurance Requirements" and as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable thereto and relating to its performance hereunder. As of the date of this Agreement, Stericycle has obtained, and agrees to maintain during the Term of this Agreement, all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer and Stericycle each hereby agrees to comply with all federal and state laws, rules and regulations applicable to their handling of Regulated Waste and their performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records and any other records or reports or memoran da consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to storage or handling of Regulated Waste and the services to be performed under this Agreement.
- 10. Exclusivity Except as set forth in the GPO Agreement, Customer agrees it shall not enter into other service agreements that duplicate the services Stericycle is rendering in this Agreement.
- 11. Force Majeure. The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the party obligated to perform and prevents the party from being able to perform ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (1) immediately notify the other party in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) days following notice by such party pursuant to this Agreement, the other party may terminate this agreement immediately upon written notice to such party.
- 12. Independent Contractor Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.
- 13. Amendment and Waiver All other amendments to this Agreement (other than as provided in 3(b)) shall be affected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.
- 14. Savings Clause Intentionally Omitted

- 15. Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 13) together with the GPO Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
- 16. Governing Law This Agreement shall be governed by and construed in accordance with the laws in the state of California without regard to the conflicts of laws rules of any jurisdiction.
- 17. Notices All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle LQ Sales Department address as follows: Attn: Stericycle LQ Sales Department, 2355 Waukegan Road, Bannockburn, IL 60015. Notices shall be effective when received.
- 18. Assignment Neither party will assign any rights or obligations under this Agreement without the express written consent of the other party. Such consent shall not be unreasonably withheld.
- 19. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy or facsimile of this Agreement shall be as effective as an original.
- 20. Limitation of Liability. Except as explicitly provided in this Agreement, Stericycle shall not be liable for any loss of profits or other consequential damages sustained by Customer in connection with performance or no neer formance under this Agreement.
- 21. Waste Brokers Stericycle reserves the right to deal solely with the Customer and not with any third-party agents of the customer for all purposes relating to this Agreement (other than as contemplated by the GPO Agreement). Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquated damages, in the amount set forth herein for Customer's breach of this representation and warranty.
- 22. NON-DISCRIMINATION. During the performance of this Agreement, Stericycle, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Stericycle's employment practices or in the furnishing of services to recipients. Stericycle shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Stericycle and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 23. <u>Emergency Provision.</u> Stericycle acknowledges that Customer plans for the continuity of hospital operations during an emergency, especially sustained incidents, and that collaboration with contractor is necessary to maintain continuity of o perations. Accordingly, Stericycle shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: Stericycle, Inc	
Title: Customer Service	
Phone: 866-338-5120	
(must list a personal cell phone or other	number whereby successful contact is ensured)

During an emergency, Stericycle shall use its best efforts to provide Customer with all available supplies, materials, equipment and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of Stericycle's supplies, materials, equipment and/or services will be mutually agreed upon by Customer and Stericycle at the time of the emergency order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to Stericycle's facility and/or equipment, will be taken into consideration.

24. Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of the associated Vizient Contract SV2425, or any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

### Schedule A

#### **Definitions**

- "Conforming Waste" means Waste that is tendered to Stericycle for Services under this Agreement in compliance with the terms of this Agreement and applicable Law and that: (a) fully conforms to correct and complete Waste Characterization Data; (b) conforms in its content to any associated labelling or packaging; (c) is properly segregated from other types of Wastes; and (d) is properly packaged or containerized.
- "Hazardous Waste" means any waste containing hazardous, toxic or radioactive substances, as such terms are defined by applicable Laws, including any substance regulated by the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., as amended, or any listed or characteristic hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended ("RCRA") or under any comparable state or local laws, and any waste material that has been mixed with, derived from or came into contact with any of the foregoing, put shall not include pharmaceutical waste.
- "Nonconforming Waste" means any material tendered to Stericycle under this Agreement that is not a Conforming Waste.
- "Profile Sheet" or "Waste Characterization Data Form" means form(s) used to obtain Waste Characterization Data that may be made available to Customer by Stericycle on a case-by-case basis depending on the type of Waste managed.
- "Universal Waste" means specific hazardous wastes that the EPA has identified in 40 CFR part 273 (batteries, lamps, mercury-containing equipment, pesticides) and any other waste that individual states may have added to this list.
- "Waste" means Hazardous Waste or Universal Waste.
- "Waste Characterization" means the process of determining a Waste's regulated status according to applicable laws.
- "Waste Characterization Data" means all information used for Waste Characterization, including but not limited to generator knowledge, descriptions of the processes generating the Waste, material safety data sheets, ingredient information, package inserts, analytical testing, and other information describing a Waste's characteristics.

# Attachment A Pricing

Hazardous Waste Disposal Pricing:

Hazardous Waste Disposal Pricing:					The Contract of the Contract o
Service Description	UOM	Process Code	Service Code	Rate	Minimums
Pharm Waste:					
RCRA Pharmaceuticals	DR55	INC29	I2900	\$528.42	
P-Listed RCRA pharmaceuticals Waste	DR55	INC29-2	I2902	\$528.42	
Non RCRA Only Pharmaceuticals	DR55	INC27-1	12701	\$401.85	
Dual Waste	DR55	INC31-2	I3102	\$845.47	
Lab Packs:					
Fuels for thermal treatment	DR55	AF07	LPA01	\$311.82	
Oxidizer	DR55	INC14-E	LPI02	\$1,058,82	
Isocyanates	DR55	INC14-I	LPI03	\$1,500,68	
Reactive Metals (Li, Na, K - 1 lb under oil)	LB	INC15-1	LPI05	\$55.46	Lab Pack Minimums Apply
Dioxins (F027)	LB	INC15-F2	LPI06	\$79.60	Lab Pack Minimums Apply
Landfill, Non-regulated	DR55	LF06	LPL01	\$260.13	
Non-reactive	DR55	LP01	LPI01	\$665.83	
Treatment, corrosives	DR55	LP04	LPW01	\$476.00	
Retort, Inorg Hg Cmpd/Soln	DR55	REC04-H1	LPR01	\$5,335.73	
Treatable oxidizers	DR55	STAB06-6	LPS01	\$1,000,45	
Stab, Characteristic Metal	DR55	STAB19	LPS02	\$500.23	
Containerized Waste Streams:	DRSS	STREET	21002	***************************************	
	DR55	AF01	A0100	\$228.85	
Flammable liquid (xylene, methanol, ethanol, stains)	DR55	AF01-1	A0100	\$230.12	
AF<1" Sludge 3-6%halo BTU > 5k	DR55	AF01-1	A0101	\$230,12	
AF<1" Sludge 6-10% halo BTU>5k	DR55	AF01-4	A0102	\$258,45	
AF<1" Sludge 20-25%halo BTU>5k		AF01-4 AF01-5	A0104 A0105	#N/A	
AF<1" sldge,>25% halog BTU>5K	DR55		A0103 A0109	\$446.88	
High Water Solvents - 55 gallon drum	DR55	AF01-9		\$333.48	
AF 0-25% sludge<3%halo BTU> 5k	DR55	AF02	A0200		
AF 25-50% sludge<3%halo BTU>8k	DR55	AF03	A0300	\$356.83	
AF >50% sludge<3% halo BTU>10k	DR55	AF04	A0400	\$405,18	
AF <3" sldge3% hal NR BTU > 50	DR55	AF05	A0500	\$250,12	
Waste paint - (oil based D001 code)	DR55	AF06	A0600	\$338.58	
AF solid/debris haz to kilns	DR55	AF09	A0900	\$641.97	
*Non DOT, Non-RCRA Hazardous Waste - 55 gallon drum	DDGE	AE12	A1200	\$400.18	
(oily rags, sorbents, antifreeze)	DR55	AF 12		\$341.83	
AF solid/debris haz to kilns	DR55	AF17	A1700 A1800	\$670.32	
Corr acidic neut & fuels blend	DR55	AF18			
Non RCRA pharma co-gen facilit	DR55	AF20	A2000	\$656.97	
Flammable Aerosols	DR55	INC01-1	10101	\$683.65	
Cat 1 cyl lecture INC03-1LE	Each	INC03-1LE	I31LE	\$313.48	
Cat 1 cyl med INC03-1M	Each	INC03-1M	I310M	\$533.58	
Cat 1 cyl small INC03-1S	Each	INC03-1S	I310S	\$376.85	
Cat 2 cyl lecture INC03-2LE	Each	INC03-2LE	I32LE	\$443.53	
Cat 3 cyl lecture INC03-3LE	Each	INC03-3LE	I33LE	\$580.27	
Cat 4 cyl lecture INC03-4LE	Each	INC03-4LE	I34LE	\$1,140.52	
CN LIQ 0-100k ppm INC04	DR55	INC04	10400	\$2,045.93	
LIQUIDS - PESTICIDE SOLUTIONS	DR55	INC08	10800	\$1,278.92	
Liquids-Lean waters, < 5% chlorinated solvents, <2500 btu	DR55	INC09	10900	\$580.83	Common Container Minimums Apply
LP, oxidizer	LB	INC11	I1100	\$4.52	
LP, Reactive	LB	INC11-1	LPI04	\$12,95	Common Container Minimums Apply
LP, Non-reactive	LB	INC13	11300	\$1.80	Common Container Minimums Apply
Labpack, Non-Reactive, for Incineration	DM05	INC14	11400	\$750.35	Lab Pack Minimums Apply
Lab Pack, Incineration, Organic Acids	DM05	INC14-A	I140A	\$750.35	Common Container Minimums Apply
Lab Pack, Incineration, Organic Bases	DM05	INC14-B	I140B	\$750.35	
Lab Pack, Incineration, Flammable Liquids	DM05	INC 14-D	I140D	\$750.35	Common Container Minimums Apply
Lab Pack, Incineration, Organic Poisons	DM05	INC14-P	I140P	\$750_35	Common Container Minimums Apply
Reactive	MN05	INC15	11500	\$9.38	Common Container Minimums Apply
Lab Pack, Incineration, Reactive, Acidic	MN05	INC15-A	I150A	\$9.38	

Lab Book Indicambian Booking Book	MN05	INC15-B	I150B	\$9.38	
Lab Pack, Incineration, Reactive, Basic  Lab Pack, Incineration, Flammable Solids (DOT 4.1)	MN05	INC15-D1	I15D1	\$9.38	Common Container Minimums Apply
Lab Pack, Incineration, Spontaneously Combustible (DOT 4.2)	MN05	INC15-D1	I15D2	\$9.38	Common Container Minimums Apply
Lab Pack, Incineration, Spontaneously Combustion (BOT 4.2)  Lab Pack, Incineration, Reactive, Flammable Liquids	MN05	INC15-D3	I15D3	\$9.38	Common Container Minimums Apply
Lab Pack, Incineration, Reactive, Franthable Education  Lab Pack, Incineration, Perchloric Acid, Hydrogen Peroxide	MN05	INC15-E1	115E1	\$9.38	Common Command Transaction
Lab Pack, Incineration, Reactive, Organic Peroxides (DOT 5.2)	MN05	INC15-E2	115E2	\$9.38	
Lab Pack, Incineration, Reactive, Flammable Liquids	MN05	INC15-W	I150W	\$9.38	Common Container Minimums Apply
Debris for incin	LB	INC16	11600	\$2,25	117
Cont solid for incineration	LB	INC17	11700	\$2.47	
Halo Liq >10% halogens- incin	DR55	INC18-2	11802	\$1,000.45	
Non-comp for Direct Pump Incin	LB	INC19	11900	\$14.72	
Reac non-comp LIQ INC19-3	LB	INC19-3	I1903	\$3.73	
BUTANE REFILL	LB	INC19-6	I1906	\$2.65	
Methanol, Glacial Acetic Acid Poly Drum - 15 gallon drum	DR55	INC20	12000	\$958.77	
INC Alk liq-incin/DIR incin	DR55	INC21	I2100	\$958.77	
ACID ALK <5000 BTU INC24	LB	INC24	12400	\$2.59	
Pest/Fert Solid INCIN	LB	INC25	12500	\$2.55	
Formalin for RCRA incin	LB	INC27	12700	\$3,12	
Biopsy Methanol Vials - 55 gallon drum	DR55	INC27-2	12702	\$584.89	
Formalin and Animal Parts for RCRA Incineration	DR55	INC27-3	12703	\$584.89	
Fuel LIQ>5k BTU<5% halo INC28	LB	INC28	I2800	\$1.18	
RCRA pharmaceuticals containing HG for incineration	DR55	INC29-1	I2901	\$549.67	
Chemo Hood Filters	DR55	INC29-3	I2903	\$445.22	\$15 Minimum Applies
LP, oxidizer	DR55	INC29-5	12905	\$872.67	\$20 Minimum Applies
LP, Non-reactive	DR55	INC29-8	12908	\$833.72	\$20 Minimum Applies
RCRA/Non-RCRA DEA pharm INC30	DR55	INC30	13000	\$3,751.70	\$20 Minimum Applies
CSRX NonRetrievable DEA Materl	DM05	INC30-2	I3002	\$275.13	\$20 Minimum Applies
COVID-19 Decon Debris for Incineration	DR55	INC32-1	I3201	\$833.72	\$20 Minimum Applies
LNDFL ready, non-reg	DR55	LF01	L0100	\$225.12	
Landfill, Crushed drums	DR55	LF04	L0400	\$100,05	
LNDFL ready reg meets UTS	DR55	LF07	L0700	\$275.13	\$75 Minimum Applies
LNDFL wet SOLIDIFY CA st 90%FL	DR55	LF08	L0800	\$296.82	
Lead Aprons/ Lead Indicators	DR55	LF09	L0900	\$354.17	\$35 Minimum Applies
X Ray Film	DR55	LF10	L1000	\$446.25	\$35 Minimum Applies
Asbestos, double bagged and wetted, for landfill, regulated	DR55	LF11	L1100	\$333.48	Lab Pack Minimums Apply
PCB Ballasts for incineration	MN55	PCB01	PCB01	\$1,417.32	Common Container Minimums Apply
PCB ball/caps for TSCA LNDFL	DR55	PCB09	PCB09	\$867.07	\$35 Minimum Applies
Latex Paint for recycling - 55 gallon drum	DR55	REC01	R0100	\$533.58	
Mercury Compounds, Mercury spill materials for waste	22.44	DEG04	D0400	#5 225 72	
disposal	DR55	REC04	R0400	\$5,335.73 \$0.97	\$35 Minimum Applies
*Lead Acid	LB	REC05	R0500	\$2.24	\$35 Minimum Applies
Fluorescent Bulbs/Lamps: 4ft, 8ft, U-Shaped, and Circular	LB	REC06	R0600	\$2.05	Common Container Minimums Apply
Bulbs - U-Shaped/Circular Fluorescent	LB	REC06-1	R0601	\$2.05	\$35 Minimum Applies
Bulbs - 8 Ft Fluorescent	LB	REC06-2	R0602	\$2.05	\$35 Minimum Applies
Bulbs - Compact Fluorescent	LB	REC06-3 REC06-4	R0603 R0604	\$2.05	\$35 Minimum Applies
Bulbs - Incandescent	LB	REC06-4	R0700	\$258.45	\$35 Minimum Applies
Used Oil/Refrigerant Oil	DR55	REC07	R0800	\$233.75	222 William Applies
Antifreeze/Propylene Glycol	DR55 LB	REC08	R0900	\$8.93	
*Lithium Lithium Ion Potteries Pegyele	+	REC09	R0901	\$83,38	
Lithium-Ion Batteries Recycle	MN55 DR55	REC10	R1000	\$221.00	
Oil filters, Non-regulated		REC11	R1100	\$2.32	
*Nickel Cadmium	LB LB	REC11-1	R1101	\$1.68	
*Nickel Metal Hydride  Devices containing Mercury (Recycle) (Amalgam)	LB	REC14	R1400	\$10.68	
	LB	REC15	R1500	\$3.54	
Crushed Fluorescents Lamps	LB	REC24	R2400	\$1.90	
*Alkaline	DR55	REC24	R2700	\$61.70	
RCRA empty drums, for reconditioning or scrap recycling	Each	REC38	R3800	\$130.00	
Freon Refrigerant, Recycle Pb Aprons/ Pb Indicators Reve	DR55	REC38	R4000	\$611.95	
PD ADODS/ PD IDGICAIOIS KCVC	1 170.33	ICLC40			
		DEC41	I R/100	1 407 411	
Mixed Batteries	MN55	REC41	R4100	\$1,392.30	
Mixed Batteries Bulbs: HID, Halgoenated, and Incandescent	MN55 LB	REC42	R4200	\$5.48	
Mixed Batteries	MN55				

X Ray Film Recycling	LB	REC50-1	R5001	\$1.83	
Flat Screen Monitors	LB	REC50-L	R5002	\$1,83	
Electronic Devices	LB	REC55	R5500	\$2.12	
Cylinders, flammable, propane-small, camp type, for recycle	Each	REC61	R6100	\$48,37	
Flammable Cylinders - Small	Each	REC61-1	R6101	\$48.37	
Cylinders, Helium, for Recycle	E/CY	REC62	R6200	\$95,00	
Cyl CO2 for recycle REC63	Each	REC63	R6300	\$50.03	
Cylinders, MAPP Gas, for Recycle	E/CY	REC64	R6400	\$106.67	
Cyl Oxygen for Recycle	Each	REC65	R6500	\$75.05	
Latex Paint for solidification- 55 gallon drum	DR55	STAB01	S0100	\$250.12	
LNDFL wet SOLIDIFY CAst	DR55	STAB02	S0200	\$366.83	
Sludge pH<4 w/RCRA metal STAB2	DR55	STAB02-1	S0201	\$433.53	
ALK SOL/SLG/RCRA mtl STAB02-2	DR55	STAB02-2	S0202	\$433,53	
SLDG F6-F9 F19 CN<590 STAB03	DR55	STAB03	S0300	\$383.52	
HAZ DEB Alk F6-F9 F19 CN < 590	DR55	STAB03-2	S0302	\$416.87	
Treatable oxidizers STAB06	DR55	STAB06	S0600	\$1,245.57	
Treat Oxi LIQ Class A STAB06-1	DR55	STAB06-1	S0601	\$1,000_45	
Sludge pH7 w/RCRA metals STAB7	DR55	STAB07	S0700	\$433,53	
Acid D7 25-50% acid WAT01-2	DR55	STAB12	S1200	\$583.60	
NR shredble sol w/free liq-LF	DR55	STAB14	S1400	\$295.13	Common Container Minimums Apply
HZ shredble sol w/free liq-LF	DR55	STAB15	S1500	\$1,050.48	
Mercury Debris, or Mercury Containing Liquids, > 260 ppm					
(No metallic), for stab	DR55	STAB22-2	S2202	#N/A	
Acid aqueous no Cr/acid< 25%	DR55	WAT01-1	W0101	\$383.52	
Acid no Cr 10-25%HNO3 WAT01-10	DR55	WAT01-10	W0110	#N/A	
Acid no D7 >26%HNO3 WAT01-11	DR55	WAT01-11	W0111	#N/A	
Acid D7 25-50% acid WAT01-2	DR55	WAT01-2	W0102	\$541.92	Common Container Minimums Apply
Acid LIQ Acid > 50% WAT01-3	DR55	WAT01-3	W0103	\$742.02	Common Container Minimums Apply
Alkali waste water-Caustic<25%	DR55	WAT02-1	W0201	\$416.87	Common Container Minimums Apply
AF<1" Sludge 6-10% halo BTU>5k	DR55	WAT02-2	W0202	\$433.53	Common Container Minimums Apply
ALK LIQ <50% caustic WAT02-3	DR55	WAT02-3	W0203	\$458.55	Common Container Minimums Apply
Acid chromic total Cr<5000 ppm	DR55	WAT04-1	W0401	\$666.97	Common Container Minimums Apply
H2O,<10% floc NR treat&dschrge	DR55	WAT05	W0500	\$250.12	
H2O/Oil <10% floc NR WAT05-1	DR55	WAT05-1	W0501	\$250,12	
Fixer/Developer Containing Silver	DR55	WAT08	W0800	\$300.15	
Lab Pack, Treatment, Inorganic Acids	BX	WAT16-A	W160A	\$500,23	
Lab Pack, Treatment, Inorganic Bases	BX	WAT16-B	W160B	\$500.23	
Inorganic cyanides	DR55	WAT16-J	LPW03	\$1,083.83	
LP, Treatment, Corr Poisons	DR55	WAT16-PA	W16PA	\$583.60	
CN Lig 5k-15k ppm WAT20-2	DR55	WAT20-2	W2002	\$583.60	

Hazardous Waste Non-Disposal Pricing:

Service Description	UOM	Process Code	Service Code	Rate	Minimums
Transportation:					
Haz Stop Fee (West)	Each	TRSTOP1	TRSTOP1	\$ 524.17	
Demurrage	Ноиг	TRADMDEM	TRADMDEM	\$ 166.98	
AK Surcharge Fee	Each	TRADMHM	TRADMHM	\$ 704.17	
HI Surcharge Fee	Each	TRADMHM	TRADMHM	\$ 704.17	
PR Surcharge Fee	Each	TRADMHM	TRADMHM	\$ 704.17	
Vehicle, Service	Each	EQVESERV	EQVESERV	\$ 300.15	
Insurance, Security & Environmental Fee	Per Invoice		ISEPCT	5%	
Labor:					
Lab packing and sorting	Hour	LBLABRST	LBLABRST	\$ 85.05	4 hour minimum (Portal to Portal)
Field Tech - 1st Hour	Hour	TRSTRDEM	TRSTRDEM	\$ 85.05	5 hour minimum (Portal to Portal)
Field Tech	Hour	LBFIELST	LBFIELST	\$ 85.05	4 hour minimum (Portal to Portal)
Driver-operator	Hour	LBDRIVST	LBDRIVST	\$ 85.05	4 hour minimum (Portal to Portal)
Field Chemist	Hour	LBCHEMST	LBCHEMST	\$ 123.40	4 hour minimum (Portal to Portal)
Project Manager, Straight Time	Hour	LBPROJMST	LBPROJMS	\$ 140.07	4 hour minimum (Portal to Portal)
Supplies:					
Box (4 foot) Fluorescent Lamp Box	Each	SPBXBUB4	SPBXBUB4	\$ 51.70	
Box (8 foot) Fluorescent Lamp Box	Each	SPBXBUB8	SPBXBUB8	\$ 61.70	

Steel Drum - 5 gallon	Each	SPDM05NO	SPDM05NO	\$ 53.37	
Poly Drum - 5 gallon	Each	SPDP05NO	SPDP05NO	\$ 33.35	
Drum, Fiber, 5 gallon, New, Open Top	Each	SPDF05NO	SPDF05NO	\$ 33,35	
Drum, 10 gallon	Each	SPDP10NO	SPDP10NO	\$ 90.05	
Drum, 15 gallon	Each	SPDP15NC	SPDP15NC	\$ 90.05	
Drum, 15 gallon, RX	Each	SPDF15NC	SPDF15NC	\$ 90.05	
Drum, Fiber, 15 gallon, New, Open Top	Each	SPDF15NO	SPDF15NO	\$ 90.05	
Drum, Fiber/Poly, 30 gallon, New, Open Top	Each	SPDF30NO	SPDF30NO	\$ 115.07	
Drum, Metal. 55 gallon, New, Closed Top	Each	SPDM55NC	SPDM55NC	\$ 150.08	
Drum, Metal, 55 gallon, New, Open Top	Each	SPDM55NO	SPDM55NO	\$ 150.08	
Drum, Poly, 55 gallon, New, Open Top	Each	SPDP55NO	SPDP55NO	\$ 133.40	
Drum, Poly, 55 gallon, New, Closed Top	Each	SPDP55NC	SPDP55NC	\$ 133.40	
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UO	SPDP05UO	\$ 28.35	
Drum, Poly, 30 gallon, Recon, Open Top	Each	SPDP30UO	SPDP30UO	\$ 76.72	
Drum, Poly, 55 gallon, Recon, Open Top	Each	SPDP55UO	SPDP55UO	\$ 98.38	
Tote, 330 Plastic, New	Each	SPTOT330	SPTOT330	\$ 683.33	
	Each	SPLINED	SPLINED	\$ 10.02	
Liner, Drum. 2 mil	Each	SPLPBX05	SPLPBX05	\$ 25.02	
Labpacker, 05 gallon	Each	SPLPBX10	SPLPBX10	\$ 33.35	
Labpacker, 10 gallon	Each	SPLPBX20	SPLPBX10	\$ 43.37	
Labpacker, 20 gallon				\$ 43.37	
Labpacker, 30 gallon	Each Each	SPLPBX30 SPLPBX55	SPLPBX30 SPLBPK55	\$ 43.37	
Labpacker, 55 gallon			SPDM85NO	\$ 386.85	
Steel Overpack - 85 gallon	Each	SPDM85NO			
Poly Overpack - 85 gallon	Each	SPDF85NO	SPDF85NO		
Vermiculite - bag	Each	SPVERM	SPVERM	\$ 71.70	
Cubic Yard Box	Each	SPBXCYB	SPBXCYB	\$ 175.08	
Box, DOT E 9168	Each	SPBX9168	SPBX9168	\$ 100.05	
Box, DOT E 9168 PIH	Each	SPBX916P	SPBX916P	\$ 328.48	
Labels	Each	SPLABEL	SPLABEL	\$ 1.68	
Spill Pads - bale	Each	SPSORAL	SPSORAL	\$ 188.43	
Poly Sheeting - roll	Each	SPLINELUG	SPLINLUG	\$ 250.12	
NITRILE GLOVES	Each	SPPEGLNI	SPPEGLNI	\$ 6.68	
Personal Protective Equip (Lvl D)	Day	SPPED	SPPED	\$ 76.72	
Personal Protective Equip (Lvl D - Modified)	Day	SPPEDM	SPPEDM	\$ 146.73	
Drum, Fiber, 55 gallon, New, Open Top	Each	SPDF55NO	SPDF55NO	\$ 133.40	
Drum, Poly, 5 gallon, New, Closed Top	Each	SPDP05NC	SPDP05NC	\$ 33.35	
18 gl black, sliding lid	Each	SP18BLKSL	SP18BKSL	\$ 83.38	
Drum, Poly, 15 gallon, New, Open Top	Each	SPDP15NO	SPDP15NO	\$ 90.05	
Drum, Fiber, 5 gallon, New, Closed Top	Each	SPDF05NC	SPDF05NC	\$ 33.35	
8 gl black, sliding lid	Each	SP8BLKSLI	SP8BLKSL	\$ 41.70	
8 gl black, hinged lid	Each	SP8BLKHIN	SP8BLKHN	\$ 41.70	
2 gallon, black	Each	SP2GLBLK	SP2GLBLK	\$ 20.02	
Box, Triwall Cardboard Box, Non-DOT	Each	SPBXTRI	SPBXTRI	\$ 175.08	
Container, (4 Foot) Fluorescent Lamp Container	Each	SPBXBUC4	SPBXBUC4	\$ 51.70	
Drum, Metal, 30 gallon, New, Closed Top	Each	SPDM30NC	SPDM30NC	\$ 133.40	
Drum, Fiber, 30 gallon, New, Closed Top	Each	SPDF30NC	SPDF30NC	\$ 115.07	
Drum, Poly, 20 gallon, New, Open Top	Each	SPDP20NO	SPDP20NO	\$ 115.07	
8 gl liners clear	Each	SP8LNERCL	SP8LNRCL	\$ 10.02	
Drum, Metal, 30 gallon, New, Open Top	Each	SPDM30NO	SPDM30NO	\$ 133.40	
12 gl black, hinged lid	Each	SP12BLKHI	SP12BKHI	\$ 76.72	
Drum, Poly, 20 gallon, Recon, Closed Top	Each	SPDP20UC	SPDP20NC	\$ 90.05	
	Each	SPDM15NO	SPDM15NO	\$ 90.05	
Drum, Metal, 15 gallon, New, Open Top	Each	SPALLET	SPALLET	\$ 45.03	
Pallet	Each	SP1.5QTRB	SP15QTRB	\$ 20.02	
1.5 Quart Black Container (C)	Each	SPBXBUC8	SPBXBUC8	\$ 61.70	N
Container, (8 Foot) Fluorescent Lamp Container Drum, Metal, 15 gallon, New, Closed Top	Each	SPDM15NC	SPDM15NC	\$ 90.05	

## Conversions and Minimums:

Non-Specified	Container Conversions	Conversion Table Notes
Container Size	Conversion	These conversions will apply to all disposal and transportation items <u>priced</u> per container unless quoted separately
1-5 gallon	35%	Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price)
6-15 gallon	50%	The greater of the conversion factor or location container minimum of \$40 will be applied.
16-30 gallon	75%	Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.
31-55 gallon	lx	• Smaller container sizes can be converted to larger containers using the following steps, 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
85 gallon	1,5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	

Per Pound Standard Minimums					
	Common Containers <sup>1</sup>	Lab Pack Containers <sup>2</sup>	Light Weight Containers <sup>3</sup>		
Container (Gal)					
5 or less	50 lbs	25 lbs	30 lbs		
6 to 15	125 lbs	50 lbs	75 lbs		
16 - 30	175 lbs	110 lbs	100 lbs		
31 - 55	250 lbs	250 lbs	150 lbs		
56 - 85	400 lbs	300 lbs	275 lbs		
Cubic box / pallet	525 lbs	550 lbs	500 lbs		
Tote (<300 gal)	1950 lbs	2==	16		

- 1 Excludes Lab Pack and Light Weight items
- 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
- 3 Includes: AF17, INC01, INC02, INC16
- 4. All other container sizes are case by case (CBC)

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise

	Non-Standard Minimums			
Container Min.	Process Code			
\$10	REC51-3			
\$15	REC60, REC61, REC62, REC63, REC64, REC65			
\$20	REC02-xx series and REC05			
\$25	LF04, REC06, REC27			
\$50	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55			
\$75	REC09, REC09-1			

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$250
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$208
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$208
Off Spec/Discrepant - Storage Fee	ADMSTOR	Day	\$70

e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	\$27,5
Minimum Invoice Amount	5 <del>532</del> 3	Per Invoice	\$583
Scheduled Pickup Cancellation	ADMCAN	Each	\$250
Repacking/Overpacking Fee	ADMREPK	Each	\$250
Overpack Handling Fee	ADMOVPK	Each	\$83
Technical Lab Pack Review "Flat Rate Fee - \$175,00 The flat fee criteria:			
(1,) Excel submitted inventories;	ADTECHRVW	Each	\$292
(2,) Maximum of 500 inventory items;			
(3 <sub>a</sub> ) <5% of items with Trade Names"			

#### Assumptions:

#### **Standard Pricing Conditions:**

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- ricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided, Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$325 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.
- > E-Manifest Fee's will be applied
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

#### **Waste Specific Conditions**

- > Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.
- o Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
- o A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
- o Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Stericycle personnel must tape the battery ends.

#### General Disposal Terms and Conditions

- > Bulk waste is typically defined as tanker or roll-off loads.
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each.
- Unless otherwise specified, prices quoted do not include the following:
- o Radioactive Waste
- o Biohazard or Infectious Waste
- o Explosives of any type
- o Liquid or free mercury
- o Isocyanates
- o Reactive materials (metals, solids, liquids)

## Attachment B

## **Service Locations**

## Customers Locations, Serviced by Stericycle Under this Agreement

Cust-Site	Location Name	Address	Pricing Structure	GPO Member ID	EPA ID#
New-New	HAZ/Natividad Medical Center	1441 Constitution Blvd, Salinas, CA 93906	Hospital	83098	CAL000147343

## **Future Service Locations**

## Customer Locations to be Serviced by Stericycle

As of the Effective Date of this Agreement, the locations listed below are currently subject to existing agreements ("Third Party Agreements") with service providers other than Stericycle ("Third Party Providers"), for services similar to the Services. Customer agrees that it will use commercially reasonable efforts to terminate such Third-Party Agreements at the end of the current term of each such agreement. Upon the expiration of the current term of each Third-Party Agreement, the location that is subject to such expiring Third-Party Agreement shall become subject to the terms and conditions of this Agreement, and Stericycle shall provide the Services hereunder. Stericycle agrees that it shall not be a breach of the "Exclusivity" provision of this Agreement for Customer to receive services similar to the Services from the Third-Party Provider during the current term of the Third-Party Agreement.

Cust   1	Site ID	Service Name	Address 1	Address 2	City	State	Zip	Frequency	GPO Member ID	EPA No.

## Attachment C

## STERICYCLE WASTE ACCEPTANCE POLICY

## NON-HAZARDOUS WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HAZARDOUS & UNIVERSAL WASTES: Examples Include.

- ✓ Trace-Chemotherapy Contaminated Waste—RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations, or guidelines.
- ✓ Non-RCRA Hazardous Pharmaceuticals Must be characterized and certified as non-RCRA hazardous material by the generator. Consult Stericycle Representative for specific requirements.
- Non-hazardous waste does not include RCRA Pharmaceuticals, Hazardous Chemical / Laboratory Wastes, Compressed Gas Cylinders, Universal Wastes or E-Wastes

## HAZARDOUS (RCRA) WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HON-HAZARDOUS AND UNIVERSAL WASTES: Examples Include:

- ✓ RCRA Hazardous Wastes
- ✓ Hazardous Chemical/Laboratory Wastes Drums or other containers that contain characteristically or listed hazardous wastes Formaldehyde, formalin, acids, a lcohol, waste oil, solvents, reagents, fixer, developer
- ✓ Compressed Gas Cylinders Canisters, Inhalers, and Aerosol Cans
- ✓ Mercury Containing Dental Waste Non-contact and contact amalgam and products, chair side traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings, and empty amalgam capsules
- ✓ Radioactive Waste Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

## UNIVERSAL AND E-WASTES WASTES MUST BE IDENTIFIED, SEGREGATED AND PACKAGED SEPARATELY FROM HAZARDOUS AND NON-HAZARDOUS WASTES: Examples Include:

- ✓ Universal Wastes: Batteries, Mercury Containing Equipment, Fluorescent Lamps, Pesticides (Pharmaceuticals in some states)
- ✓ E-Wastes computers, monitors, medical devices, lab equipment, miscellaneous electronics

### SEGREGATION AND LABELING

- **Segregate Wastes:** Do **NOT** store Incompatible wastes in the same container
- ✓ Labeling: Affix labels required by RCRA to appropriately identify contents

Customer is solely responsible for ensuring the proper segregation and labeling of all wastes. If any of the Waste is Not packaged properly, then Customer will be solely responsible for all costs associated with clean-up, transportation, treatment, and disposal of the Non-Conforming Waste by a company or companies permitted to clean-up, transport, treat, and dispose of such Nonconforming Waste.

## ATTACHMENT D Per Invoice Energy Charge

Stericycle uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.

Ster	Stericycle Energy Charge Table (prices per gallon)					
At Least	But Less Than	Surcharge				
0	\$2.75	5.8%				
\$2.76	\$3.00	6.3%				
\$3.01	\$3.25	6.9%				
\$3.26	\$3.50	7.4%				
\$3.51	\$3.75	7.9%				
\$3.76	\$4.00	8.5%				
\$4.01	\$4.25	9.0%				
\$4.26	\$4.50	9.6%				
\$4.51	\$4.75	10.1%				
\$4.76	\$5.00	10.7%				
\$5.01	\$5.25	11.2%				
\$5.26	\$5.50	11.7%				
\$5.51	\$5.75	12.3%				
\$5.76	\$6.00	12.8%				

Table will continue using the same methodology as illustrated above for Diesel prices in excess of \$6.01 Stericycle reserves the right to update or modify the fuel table without prior notice

## Attachment E: - County of Monterey Insurance Requirements

## County of Monterey Insurance Requirements for Stericycle

#### **INSURANCE REQUIREMENTS**

Coverage Requirements. Without limiting its Indemnities, Stericycle will secure and maintain insurance coverage meeting requirements herein. Stericycle may use a combination of primary and excess insurance coverage to satisfy these requirements. If Stericycle fails to fully satisfy the Coverage Requirements set forth herein, Stericycle agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that Customer incurs that would have been insurable under the required coverages, if such coverages were obtained. Stericycle further agrees that any failure of Customer to verify the placement and continued existence of all insurance required herein, or Customer's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter Stericycle's obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the Customer and Stericycle.

Stericycle further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

"The County of Monterey, and its agents, officers, and employees" shall be an additional insured <u>Vendor broad</u> <u>form endorsement.</u>

All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".

Stericycle further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required herein shall each include provisions that make Stericycle responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.

In addition, to the extent that any primary or excess liability policy issued to Stericycle with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate Stericycle to obtain additional insured protection for Customer under that/those policy(ies) via the Vendor Broad form Endorsement.

<u>Insurance Coverage Requirements:</u> Without limiting Stericycle's duty to indemnify, Stericycle shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

<u>Commercial General Liability Insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with limits of not less than the following:

General Aggregate: \$10,000,000.00

Products/Completion Operations Aggregate: \$10,000,000.00

Personal and Advertising Injury: \$6,000,000.00

Each Occurrence: \$6,000,000.00

Pollution Legal Liability Coverage, including any deductible or self-insured retention, covering loss (including clean-up costs) that Stericycle becomes legally obligated to pay as a result of claims for bodily injury, property damage, and clean-up costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to Stericycle's performance of its obligations under this Agreement, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution control" includes dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution shall provide contractual liability coverage, by endorsement or schedule, if necessary, for Stericycle's indemnities. Coverage shall be with limits of not less than the following:

### Each Occurrence: \$25,000,000

Business Automobile Liability Insurance, written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following:

Each Accident:....\$10,000,000.00

<u>Workers' Compensation Insurance</u>, providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which Stericycle is responsible, and Employers' Liability coverage with limits of not less than the following:

Each accident: \$1,000,000.00

Disease - policy limit: \$1,000,000.00

Disease - each employee: \$1,000,000.00

If Stericycle is subject to federal regulations, Stericycle also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.