

HAZARDOUS WASTE TRANSPORTATION & DISPOSAL SERVICES AGREEMENT

This Agreement is entered into this day _____ of 20__ between Pratt & Whitney Rocketdyne, Inc. (herein called "PWR") and _____ ("Contractor").

PWR and Contractor hereby agree that Contractor shall perform waste services for the Division's facility at ("Plant") on the following terms and conditions:

1. As used in this Agreement:

"Conforming Waste Material" means waste material from the Plant conforming to the description on Exhibit A hereto, as further described on the manifest covering each transaction hereunder.

"Non-Conforming Waste Material" means waste material from the Plant other than Conforming Waste Material.

"Waste Material" means Conforming Waste Material or Non-Conforming Waste Material.

"Waste Services" means some or all of the following waste services, as specified in Paragraph 2 hereof, to be performed or supplied by Contractor to the Plant: collection, transportation, treatment, processing or disposal of Waste Material including the labor, materials and equipment necessary and incidental thereto.

2. Performance of Waste Services:

Contractor shall perform the Waste services as set forth in Exhibit A for Conforming Waste Material from the Plant. Disposal of Conforming Waste Material shall be only in a manner permitted by law and only at the disposal facility shown on the manifest. Contractor shall load the Conforming Waste Material on Contractor's vehicles. Contractor shall perform the Waste Services in a careful and workmanlike manner and shall take all necessary and appropriate precautions in providing Waste Services to avoid injury to any person, damage to any property or contamination of the environment. Unless otherwise authorized in writing by PWR, Contractor shall not reuse, recycle, sell, reclaim, distribute or salvage Waste Material or any part thereof.

3. Term of Agreement:

The term of this Agreement shall be _____ months, commencing on _____ and ending on _____. Either party may terminate this Agreement at any time during the Term of this Agreement by thirty (30) days prior written notice to the other party.

4. Payment:

PWR shall pay Contractor the Waste Services charge designated in Exhibit B for Conforming Waste Material removed, transported and disposed of by Contractor in accordance with the terms and conditions of this Agreement. Payment terms shall be as set forth in Exhibit C. PWR shall pay Contractor for Waste Services only after

return to PWR of properly executed manifests.

5. Compliance with Laws and Regulations:

Contractor shall comply with all requirements of federal, state and local laws, rules, regulations and ordinances applicable to the Waste Services performed under this Agreement. Contractor shall comply with all reasonable rules and regulations, including safety standards, adopted by PWR for observance at the Plant.

6. Permits:

Contractor shall obtain and furnish PWR with copies of all permits and other documents which are required under federal, state and local laws, rules, regulations and ordinances for the Waste Services to be performed under this Agreement.

7. Title to Waste Material Removed:

Title to Conforming Waste Material shall be vested in Contractor (i) if Contractor collects and transports the Conforming Waste Material, at such time as it is loaded into vehicles of Contractor, or (ii) if Contractor only disposes of Conforming Waste Material at its disposal facility, at such time as the Conforming Waste Material is delivered to Contractor's disposal facility and accepted by the Contractor for disposal, or (iii) if the Waste Material was previously categorized by the Contractor as Non-Conforming Waste Material, at such time as the issue of non-conformity has been resolved between Contractor and PWR.

8. Non-Conforming Waste Material:

In the event Waste Material accepted by Contractor under this Agreement is discovered to be Non-Conforming Waste Material, Contractor may revoke its acceptance of the Waste Material. Any justified revocation of acceptance by the Contractor shall operate to revest title, risk of loss and all other incidents or ownership in PWR on the date contractor's notice thereof is effective pursuant to Paragraph 18 hereof. Waste Materials shall be considered Non-Conforming Waste Materials for purposes of this Agreement if they contain constituents or have characteristics or properties not set forth in the Conforming Waste Material descriptions on Exhibit A.

Contractor shall, solely as an accommodation to PWR and for PWR account and at PWR sole expense, attempt to arrange for the proper handling, storage and transportation of any such Non-Conforming Waste Material in accordance with applicable federal, state and local laws or regulations until PWR notifies Contractor in writing of its instructions for its disposition.

9. Independent Contractor:

At all times herein, Contractor shall be considered an independent contractor. Contractor shall conduct itself consistent with such status and neither hold itself out as nor claim to be an employee or agent of PWR by reason of this Agreement.

10. Contractor's Indemnity:

Contractor shall indemnify, defend and hold harmless PWR, its directors, officers and employees from and against any and all liabilities, losses, damages, claims, penalties, forfeitures, suits and costs and expenses of every character whatsoever incident thereto (including court costs, costs and expenses of defense, settlement, and reasonable attorney's fees) which it or they may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person (including employees of Contractor and employees of PWR), destruction or damage to any property, or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by, resulting from, arising out of, incidental to, or in any manner whatsoever connected with the performance of the work by contractor under this Agreement, except those claims, liabilities losses, damages and expenses occasioned by the sole and active negligence of PWR.

11. PWR Indemnity:

PWR shall indemnify, defend and hold harmless contractor, its directors, officers and employees from and against any and all liabilities, losses, damages, claims, penalties, forfeitures, suits and costs and expenses of every character whatsoever incident thereto (including court costs, costs and expenses of defense, settlement, and reasonable attorney's fees) which it or they may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person (including employees of Contractor and employees of PWR), destruction or damage to any property, or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused in whole or in part, by, resulting from, arising out of, incidental to, or in any manner whatsoever connected with (i) PWR breach of any terms or provision of this Agreement; or, (ii) any negligent or willful act or omission of PWR or its employees in the performance of this Agreement; or (iii) the delivery to Contractor by PWR of Non-Conforming Waste Material.

12. Insurance:

Contractor shall carry, at its expense, the following insurance coverage:

- a. Contractor agrees to secure and carry as a minimum the following insurance covering all work to be performed under this Agreement:
 - (1) Workers' Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the State in which the work or any portion of the work is performed;
 - (2) General Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence;
 - (3) General Liability Insurance in which the limit of liability for property damage shall be \$1,000,000 for any one occurrence;
 - (4) Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000 for any one occurrence;

- (5) Automobile Liability Insurance in which the limit of liability for property damage shall be \$1,000,000 for any one occurrence; and
 - (6) Professional Liability Insurance subject to a limit of \$1,000,000.
 - (7) Contractual Liability Insurance sufficient in scope of coverage and amount (in PWR's reasonable discretion) to cover the liabilities herein assumed by Contractor.
- b. All such insurance shall be issued by companies authorized to do business under the laws of the State in which all or part of the services are to be performed, shall be in form satisfactory to PWR, and shall contain a provision prohibiting cancellation except upon at least ten (10) days' prior notice to PWR. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance of work. Certified copies of said policies or certificates evidencing such insurance and naming PWR as an additional insured shall be filed with PWR within 30 days after the date of this Agreement and within a reasonable time after any renewals or changes to such policies are issued.
 - c. In the event Contractor makes a claim against PWR, at law or otherwise, alleging damage to Contractor as a result of any error, omission or other act arising out of or relating to this Agreement, and Contractor fails to prove such claim or to prevail in any action at law or in equity, then Contractor shall pay all costs, including reasonable attorney's fees, incurred by PWR in defending itself against such claim.
 - d. To the extent permitted by law, Contractor and its insurer(s) agree that subrogation rights against PWR are hereby waived. Contractor hereby undertakes to reflect such waiver in any policy(ies) required under this Agreement.
 - e. Contractor agrees to insert the substance of paragraphs a. through d. above in all subcontracts entered into by Contractor to support services performed under this Agreement.
 - f. Contractor agrees to protect, defend, indemnify, and hold harmless PWR from and against all claims, demands, and causes of action of every type and character, without limitation, arising out of or related to performance of services under this Agreement.
 - g. The indemnification provided in f. above shall apply to any action arising out of or related to the negligent or willful acts or omissions of Contractor or its subcontractors, officers, directors, heirs, assigns, or employees. This indemnity shall not apply to claims - other than those described in h. below - proximately resulting from the sole negligence or willful misconduct of PWR, its directors, officers, agents or employees.
 - h. The obligation undertaken in f. above shall expressly include, without limitation, indemnification against injuries, sickness, disease (including occupational disease whenever occurring), or death of Contractor's employees in any way connected with or resulting from the sole, joint, or comparative negligence of

PWR, or of its directors, officers, agents, or employees, whether acting jointly or severally.

- i. Contractor shall hold harmless and indemnify PWR from and against all claims and liabilities (including attorneys' fees) however arising and whether based on contract, tort, strict liability, negligence, statute, or any other theory at law or in equity, arising from, based on, or connected with the performance of this order by Supplier's subcontractors, agents, or any other third parties used by Contractor in performing or supporting this order. Contractor's indemnity hereunder shall survive termination or expiration of this order.

13. Access to Records:

Contractor shall permit, at all reasonable times, duly authorized representatives of PWR to inspect and have access to the books, records and documents pertaining to the performance of Waste Services for the purpose of auditing and verifying the performance of Waste Services, the charges for such Waste Services, and the maintenance of records related to such Waste Services. Such access by PWR representative shall include the right to discuss such documentation with Contractor's personnel having knowledge of their contents and the right to copy such documentation. Contractor shall preserve all documentation pertaining to Waste Services for a period of three (3) years following completion of Waste Services rendered by Contractor to PWR.

14. Emergency Response:

Where Contractor provides the transportation, in the event of a "hazardous waste discharge" (as that phrase is defined in 40 CFR Part 260, Subpart A, Section 260.10(a)(13), occurring off PWR property, Contractor, upon receiving knowledge of the same, shall immediately notify PWR and shall take immediate action as is required under 40 CFR Part 263, Subpart C (Sections 263.30 and 263.31), and 40 CFR Parts 264 and 265, Subpart D (Sections 264.56 and 265.56), including the notification of the proper federal, state and local authorities. If the "hazardous waste discharge" involves Non-Conforming Waste Material, Contractor's responsibility to PWR shall be limited to using its best efforts, under the circumstances then presented, to attempt to implement appropriate emergency and remedial actions. Contractor shall develop, prepare and be capable of implementing emergency plans in the event of a "hazardous waste discharge." Such emergency plans shall conform with all applicable legal and regulatory requirements and provide for the control and clean up of the discharge so that any hazard to human health or the environment can be expeditiously eliminated. In the event of a "hazardous waste discharge" of PWR Waste Material occurring on PWR property, PWR shall invoke its own emergency plan to control and clean up the discharge. Regardless of where a "hazardous waste discharge" occurs, both parties shall cooperate fully to the extent practicable, in expeditiously and prudently abating or eliminating any hazard.

15. Non-exclusivity:

This Agreement is not a requirements contract. Neither PWR nor Contractor is obligated to contract exclusively with the other for Waste Services at the Plant or elsewhere.

16. Excuse of Performance:

The performance of this Agreement, except for the payment by PWR of money for Waste Services already rendered to it by Contractor, may be suspended by either party in the event the delivery of Waste Materials by PWR or removal, transportation or disposal of such Waste Materials by Contractor is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, act or war, riot, fire, explosion, accident, flood, or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities, governmental laws, regulations, requirements, orders, or actions, breakage or failure of machinery or apparatus, national defense requirements, injunctions or restraining orders, labor trouble, strike, lockout or injunction (providing neither party shall be required to settle a labor dispute against its own best judgment).

17. Waiver:

Waiver by PWR of any default by Contractor shall not be construed as a general waiver, but as a specific waiver applying only to the default waived, and shall not preclude PWR from any rights or remedies in respect of any default theretofore occurring which has not been waived or any default occurring thereafter.

18. Notice:

Any notice or order provided for in this Agreement shall be deemed to have been given (i) to PWR if it is mailed to PWR, 6633 Canoga Avenue, P.O. Box 7922, Canoga Park, CA 91309-7922.

19. Law to Apply:

The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the state of New York.

20. Assignment:

Neither party may assign any rights or obligations under this Agreement without the express written consent of the other party. Such consent, however, shall not be unreasonably withheld.

21. Severability:

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

22. Paragraph Headings:

The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

23. Entire Agreement:

This Agreement represents the entire understanding and agreement between the parties hereto relating to the transportation, storage, treatment, processing and disposal of Waste Material and supersedes any and all prior Agreements that may exist between the parties regarding same and supersedes any and all terms and conditions which may be contained in any purchase contracts, issued by PWR and in any order acknowledgment form issued by Contractor prior to or subsequent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year above written.

CONTRACTOR

PWR

By _____

By _____

Title _____

Title _____