

**SECOND AMENDMENT TO
AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

This Second Amendment to Agreement for Collection and Disposal of Solid Waste (“Second Amendment”) is effective as of the date of City Council Action as reflected on the signature page below (“Second Amendment Effective Date”) and is entered into by and between the City of Henderson, Nevada, a municipal corporation and political subdivision of the State of Nevada, (“City”) and Republic Silver State Disposal, Inc., a Nevada corporation, (“Contractor”).

WHEREAS, City and Contractor entered into that certain Agreement for Collection and Disposal of Solid Waste on December 26, 2006, City CMTS #12193, (the “Original Agreement”) as amended on May 9, 2013 by the First Amendment to the Agreement for Collection and Disposal of Solid Waste, (the “First Amendment” and, together with the Original Agreement, the “Agreement”); and

WHEREAS, in accordance with Section 6 of the Agreement, Contractor provided written notice to City of Contractor’s election to exercise Contractor’s first option to extend the term of Agreement for five (5) years and extended the term to December 31, 2030; and

WHEREAS, the parties may amend the Agreement pursuant to Section 32 of that Agreement; and

WHEREAS, the parties wish to amend the Agreement to specify the terms and conditions for collection, transportation, and disposal of sewage waste by Contractor, to clarify City’s right to have one or more third-party companies perform some of these sewage waste services, and to clarify City’s obligation to pay Contractor for the sewage waste services it provides City; and

WHEREAS, the parties wish to amend the Agreement to update and remove language in Section 18 so that it is consistent with amendments to Chapter 5.17 of the Henderson Municipal Code; and

WHEREAS, City and Contractor wish to amend the Agreement to clarify the CPI procedures to reflect the rates charged to customers and to set forth which charges and fees shall be passed through to customers of Contractor; and

WHEREAS, the parties wish to amend the Agreement to add a force majeure clause; and

WHEREAS, City and Contractor now wish to amend the terms of the Agreement as more particularly set forth below.

In consideration of the above recitals, the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, City and Contractor agree as follows:

1. SECTION 3 of the Agreement is hereby deleted in its entirety and replaced with the following language:

a. Contractor and the City hereby agree that the demands, terms, covenants, agreements, and conditions contained in all prior solid waste collection contracts between the parties, and modifications thereto, are hereby terminated by mutual agreement and shall have no further force or effect, and that each party is released from any liability or obligation to the other party thereunder; except that the Sludge Hauling Agreement between City and Contractor shall remain in effect and terminate according to its terms.

b. Beginning July 1, 2024, the terms and conditions in that Sludge Hauling Agreement shall no longer apply and the “Sewage Waste Terms and Conditions” in Exhibit C attached to this Agreement and incorporated by reference herein as well as the generally-applicable terms and conditions in this Agreement shall govern Contractor’s collection, transportation, and disposal of sewage waste.

2. SECTION 6 of the Agreement is hereby amended by replacing “one hundred eighty (180) days or more” with “one (1) year or more.”

3. SECTION 7 of the Agreement is hereby deleted in its entirety and replaced with the following language:

7. Contractor shall have the exclusive right to collect, transport and dispose of solid waste and agrees to make solid waste collections and provide services at the service levels and rates set forth in this Agreement and the Code, and amendments thereto. All solid waste so collected shall be transported to authorized and permitted transfer stations, landfills, recycling facilities, or such other facilities as permitted by the Southern Nevada Health District or any successor solid waste management agency (the “Solid Waste Management Authority”).

a. Contractor shall provide solid waste collection and disposal to all City-owned and operated facilities, parks, and buildings and to all City-operated facilities, parks, and buildings at service levels set forth in the Code, without charge to the City.

b. City vehicles may dispose of solid waste generated at City-owned or City-operated facilities, parks, and buildings at the Henderson Transfer Station, Cheyenne Transfer Station, Apex Regional Landfill facility, recycling facility, and any other Contractor-owned, -leased, or -operated facility or disposal site within Clark County, Nevada, without charge to the City. Disposal at Sloan Transfer Station may be an option if Contractor expressly allows for disposal at such facility. The City must obtain written permission from Contractor before disposal of solid waste at Sloan Transfer Station.

c. Contractor will accept sewage waste at the Apex Regional Landfill facility and any other Contractor-owned, -leased, or -operated landfill facility or disposal site within Clark County, Nevada that is equipped to accept sewage waste.

d. Contractor shall prepare and submit to the City appropriate emergency response procedures in the event of a Release (defined below) caused by Contractor or a Contractor subcontractor in connection with Contractor's collection, transportation, and disposal within the City's corporate boundaries, which procedures shall be satisfactory to the City (the "Spill Plan"). Contractor shall comply, and shall cause any subcontractors to comply, at all times with that Spill Plan, all applicable federal, state, and local laws, regulations, ordinances, and codes, and all permits or other governmental approvals applicable to Contractor's collection, transportation, and disposal of solid waste within the City's corporate boundaries. As required by and consistent with the foregoing, Contractor shall take all appropriate steps to immediately contain any Release, notify the City of a Release, and Remediate the affected area. "Release" means any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, or disposal of any Regulated Material to the environment within the City's corporate boundaries. "Regulated Material" means any substance, material, or waste (whether solid, liquid, or gaseous in nature) that as of June 1, 2024 is, or thereafter becomes, listed, defined, or regulated in any manner by any applicable federal, state, or local law, regulation, ordinance, or code as a hazardous waste, hazardous substance, pollutant or contaminant, including a substance, material, or waste that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or that contains oil, petroleum, petroleum products, asbestos, formaldehyde or polychlorinated biphenyls. "Remediate" means (1) the cleanup, detoxification, decontamination, disposal, containment, and mitigation of a Release of a Regulated Material in compliance with the City's requirements, with any applicable federal, state, or local law, regulation, ordinance, or code, and with any permits or corrective action plan issued pursuant thereto, (2) restoration of the affected property to the condition it was in before the Release of a Regulated Material in compliance with the City's requirements, with any applicable federal, state, or local law, regulation, ordinance, or code, and with any permits or corrective action plan issued pursuant thereto, and (3) the inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory work or other analysis, or evaluation relating to any of the foregoing.

4. SECTION 8(b) of the Agreement is hereby deleted in its entirety and replaced with the following language:

b. Contractor shall provide for and have the exclusive right for drop-off of household hazardous waste from residents. Drop-off shall be offered (1) (a) Wednesday through Friday, alternating weeks between the Henderson Transfer Station and another authorized and permitted transfer station operated by Contractor within Clark County, Nevada (such as the Gowan Transfer Station) and maintaining operating hours for both transfer stations 9am to 1pm Wednesday through Friday and (b) Saturday at the Henderson Transfer Station, maintaining operating hours of 9am to 3pm at the Henderson Transfer Station, and (in Contractor's discretion) operating the Henderson Transfer Station for longer hours on Saturday; (2) at any other authorized and permitted transfer station within Clark County, Nevada, as determined by the Contractor; and (3) at any other drop-off location(s) within the City of Henderson, as determined by the Contractor. Contractor shall accept up to five (5) gallons or forty (40) pounds per household per collection period of household hazardous waste. Household hazardous waste includes paints, varnishes, stains, thinners, household

cleaners, furniture or metal polishes, liquid automotive products, pesticides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, and used oil or other acceptable household hazardous waste. Except as provided in Section 8(d), household hazardous waste that shall not be accepted includes radioactive materials, explosives, water reactives, compressed gas cylinders (including Freon), business or commercial waste, infectious waste (other than sharps in approved containers), unlabeled/unknown materials, or other materials or products as may, due to safety, health, or similar concerns, be designated by the City or other recognized governmental authority and agreed to by Contractor as unacceptable household hazardous waste materials.

5. A new SECTION 8(d) is hereby added to the Agreement:

d. Notwithstanding the last sentence of Section 8(b), Contractor shall provide for and accept drop-off of refrigerators, and any other items containing Freon or similarly banned refrigerants or aerosol propellants (except compressed gas cylinders), from residential customers. Contractor shall accept drop-offs during normal business hours at the Henderson Transfer Station and any other authorized and permitted transfer station in Clark County, Nevada, as determined by the Contractor, and at any other drop-off location within the City of Henderson or Clark County, Nevada, as determined by the Contractor. Contractor, or its third-party contractor, is permitted to charge a pass-through fee for Freon removal.

6. The last unnumbered paragraph of SECTION 14(e) of the Agreement is deleted in its entirety and replaced with the following new subsection (vi):

(vi) Beginning July 1, 2024 and only July 1 of each year, the bond amount required by this Section 14 shall be adjusted annually based upon the percentage of change in the CPI for the preceding 12 months.

7. SECTION 18 of the Agreement is hereby deleted in its entirety and replaced with the following language:

18. When billing for services performed or billing for fees or charges authorized under chapter 5.17 of the code, franchisee shall use the rates, fees, and charges established in that chapter, as such rates, fees, and charges are adjusted in accordance with section 5.17.240 of the code. Contractor may also charge collection costs as permitted by, and in accordance with, Chapter 5.17 of the Code, and collection costs are not subject to adjustment mechanisms in this Agreement or in Section 5.17.240 of the Code. Contractor shall submit new proposed rate sheets to the City, based upon applicable CPI increases and any other adjustments authorized by the Code or this Agreement, no later than March 1 of each year. Such rate sheets shall identify all rates, charges, and fees. The City will verify the accuracy of Contractor's proposed new rates, fees, and charges and will notify Contractor of the accuracy of the proposed rates, fees, and charges or of any discrepancies between Contractor's proposed rates, fees, and charges and City's calculations. By May 1 of each year, the City and Contractor shall take all actions necessary to reconcile any such discrepancies and to agree on Contractor's updated rate sheets, to be effective as of July 1 of that year. After City confirms the accuracy of Contractor's updated rate sheets, the new rates, charges, and fees costs are not

required to be updated in Chapter 5.17 of the Code, City may post the adjusted rate sheets on its website, and Contractor shall post the adjusted rate sheets on its website.

a. In conformance with Section 5.17.240 of the Code, rates, fees, and charges contained in Chapter 5.17 of the Code shall be adjusted annually based on the CPI, calculated with reference to the annual percentage change in the CPI for the twelve-month period ending December 31 immediately preceding the effective date of the rate adjustment. However, annual increases to rates, fees, and charges adjusted in accordance with the foregoing shall not be greater than six and one-half percent. The increase in charges shall be made effective on July 1 of each year. "CPI" is defined in Section 5.17.010 of the Code as: "the Historic Consumer Price Index for water and sewer and trash collection services, U.S. city average, all urban consumers, not seasonally adjusted (Current Series ID: CUUR0000SEHG), index base period December 1997=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics."

b. When an unforeseen economic circumstance (defined in Section 5.17.010 of the Code) has occurred during a given twelve-month period, Contractor may request a special rate increase in conformance with Section 5.17.240 of the Code. Contractor must submit verification of the unforeseen economic circumstance in writing to the City Manager with facts, details, and documentation supporting and substantiating the rate increase request. Any rate adjustment based upon an unforeseen economic circumstance must be approved by the City Council.

c. In addition to all other charges established by Chapter 5.17 of the Code, Contractor may pass through to its customers such charges as are necessary for the Contractor to recoup any or all of the following that have been imposed upon and paid by Contractor:

- (i) All taxes, fees or other charges on Contractor's provision of the services authorized by this Agreement that are in proportion to Contractor's customers in the City of Henderson and that may be imposed by: (a) the Nevada Legislature, including, but not limited to, modified state business taxes set forth in NRS Chapter 363B and the commerce tax set forth in NRS Chapter 363C; (b) the City as a tax; (c) ballot initiative; or (d) the federal government, excluding income taxes;
 - (ii) Franchise fees that may be imposed by City that are greater than five percent;
 - (iii) Environmental surcharge as set forth in Section 5.17.213 of the Code;
- and

Such pass-through charges shall not be subject to the franchise fee. Other than the franchise fee of five percent, all other charges set forth in this Section 18 and Chapter 5.17 of the Code shall be passed through to each customer as a separate line item on the Contractor's billing to each customer.

e. Contractor shall provide to City, on or before March 1 of each year and in a form satisfactory to City, a detailed report for the preceding calendar year containing

the following information concerning the items listed in Section 5.17.245(A)(1) of the Code, specifically:

- (i) The various amounts paid during the prior calendar year;
- (ii) How such amounts were calculated;
- (iii) The number of customers in the City served by the Contractor during the prior calendar year as of December 31;
- (iv) The total pass-through charges collected from customers during the prior calendar year;
- (v) The method that Contractor will use to pass through such amounts to its customers for the current year, including any adjustments to the pass-through charges necessary to correct for any excess or under charges during the prior calendar year.

8. SECTION 27 of the Agreement is hereby deleted in its entirety and replaced with the following language:

27. Each notice required under the Agreement must be (a) in writing, (b) delivered personally, sent by certified mail (postage prepaid, return receipt requested), or delivered by a courier service, and (c) addressed to a party as follows:

CONTRACTOR:
Republic Silver State Disposal, Inc.
Attn: Area President
770 East Sahara Avenue
Las Vegas, NV 89104

with a copy to:
Republic Services, Inc.
Attn: General Counsel
Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

CITY:
City of Henderson
Attn: City Manager
240 S. Water Street
Henderson, NV 89015

Each notice required under this Agreement is deemed to have been received by the party to whom it was addressed: (x) when delivered, if delivered personally; (y) on the third business day after the date of mailing, if mailed by certified mail; or (z) on the date officially recorded as delivered according to the courier's official record of delivery, if delivered by a courier service. Each party may change its contact information for purposes of the Agreement by giving written notice to the other party in the manner set forth above.

9. A new SECTION 38 is hereby added to the Agreement to read as follows:

38. If as a result of a Force Majeure Event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give City written notice of that Force Majeure Event. That notice shall include a description, cause and estimated duration of the Force Majeure Event and identify all obligations Contractor is prevented from performing as a result of the Force Majeure Event. Contractor shall use commercially reasonable efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event. Contractor's obligations under this Agreement shall be suspended, and Contractor shall not be deemed to be in default, but only with respect to the particular component of obligations affected by the Force Majeure Event and only for the period during which the Force Majeure Event exists. Contractor shall promptly give City written notice when the Force Majeure Event has ended and shall immediately resume performance after such event ended. A "Force Majeure Event" means a delay caused by fire, flood, storm, earthquake, war, acts of vandalism, infectious disease epidemic/pandemic, civil disturbance, explosion, landslide, terrorism, or other event: (1) that is attributable to a cause beyond the reasonable control of Contractor; (2) that is not caused by Contractor's negligence; and (3) whose effects cannot be avoided by Contractor through the use of commercially reasonable efforts; provided that a change in applicable law, or economic hardship, including lack of money, downturn in the economy, change in credit rating(s), and a change in exchanges rates, shall not constitute a Force Majeure Event. The parties agree that in the event of labor unrest (including strike, work stoppage, or slowdown, sick-out, picketing, or other concerted job action) conducted by Contractor's employees or directed at Contractor, Contractor's obligations and requirements under this Agreement and/or Chapter 5.17 of the Code may be modified and certain services suspended in accordance with the Plan without Contractor being deemed in violation of this Agreement as long as Contractor has worked with City and finalized a plan agreed to by City and Contractor for the collection, transportation, and disposal of solid waste during the term of the labor unrest (the "Plan") and thereafter prosecutes that Plan with promptness, diligence, and in accordance with all material provisions in that Plan and applicable provisions in this Agreement and Chapter 5.17 of the Code.

10. The parties may execute this Second Amendment in any number of counterparts, each of which when so signed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Copies of signature pages bearing original signatures, and executed instruments or signature pages delivered by telefax or facsimile or by e-mail transmission of an Adobe© file format document (also known as a PDF file), shall, in each such instance, be deemed to be, and shall constitute and be treated as, an originally-signed instrument or counterpart, as applicable.
11. Except as provided in this Second Amendment, all terms used in this Second Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Agreement. This Second Amendment embodies the entire agreement between the City and Contractor with respect to amendment of the Agreement. If there is a conflict or inconsistency between the provisions of the Agreement and this Second Amendment, the provisions of this Second Amendment shall control and govern. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement

remain in full force and effect. By signing this Second Amendment and unless otherwise specified, neither Party waives any rights it might have under the Agreement. This Second Amendment shall be construed and interpreted in accordance with the laws of the State of Nevada.

[signature page follows]

IN WITNESS WHEREOF, City and Contractor have executed and delivered this Second Amendment effective as of the Second Amendment Effective Date.

CITY:

City of Henderson

DocuSigned by:
Alyssa Rodriguez for
By: _____
52001126BB0843A...
Richard A. Derrick
City Manager/CEO

Dated: 11/12/2024 | 3:20 PM PST

ATTEST:

DocuSigned by:
Jose Luis Valdez
By: _____
D8024203149447F...
Jose Luis Valdez, CMC
City Clerk

Date of City Council Action: 11/6/24

Approved as to Funding:

DocuSigned by:
Maria Gamboa
By: _____
E9FAA0693CAG42A...
Maria Gamboa
Director of Finance

Approved as to Content:

DocuSigned by:
Lance Olson
By: _____
EF3CFEE55874494...
Lance Olson
Director of Public Works

Approved as to Form:

DocuSigned by:
[Signature]
By: _____
C6274A57AA0A4AD...
Nicholas G. Vaskov
City Attorney

DS
BR
CAO
Review

Approved as to Content:

DocuSigned by:
Priscilla Howell
By: _____
290022B7AF2C4B6...
Priscilla Howell
Director of Utility Services

CONTRACTOR:

Republic Silver State Disposal, Inc.

DocuSigned by:
Bryant Thornton
By: _____
881738C23907476...
Bryant Thornton
Market Vice President

Dated: 10/21/2024 | 4:27 PM PDT

Attachment No. 1 to Second Amendment

EXHIBIT C
Sewage Waste Terms and Conditions

The parties' agreement for acceptance, collection, transportation, processing, recycling, use, application to land, and/or daily disposal of City sewage waste, including sludge from a City waste treatment plant or water supply treatment plant, are governed by the terms set forth in this SWT and the terms in the Agreement.

1. BACKGROUND.

- 1.1 Contractor represents that it has all licenses, permits, and other approvals required by applicable laws, regulations, and ordinances to provide Daily Sewage Waste Services and has the personnel and equipment necessary to perform those services in accordance with Agreement requirements and all applicable laws, regulations, and ordinances.
- 1.2 Contractor desires to perform and continue performing Daily Sewage Waste Services.
- 1.3 City desires to have Contractor perform and continue performing Daily Sewage Waste Services.

2. DEFINITIONS.

- 2.1 Terms Defined in the Code. In accordance with section 1 in the Main Body, the following terms have the meanings ascribed to them in the Code: sewage waste and solid waste.
- 2.2 Terms in Main Body. All initially-capitalized terms used in this SWT that are not otherwise defined in this section 1 or elsewhere in this SWT shall have the meanings ascribed to such initially-capitalized terms in the Main Body, specifically: Agreement and Code.
- 2.3 Additional Definitions. The following initially-capitalized terms are in addition to the terms defined elsewhere in this SWT and have the following meanings:
 - (A) “Daily Sewage Waste Services” means Contractor’s daily acceptance, collection, transportation, processing, recycling, use, application to land, and/or disposal of City sewage waste.
 - (B) “NPDES Permit” means the City’s National Pollutant Discharge Elimination System permit issued by the Nevada Division of Environmental Protection (NDEP) under authority delegated pursuant to 33 USC Section 1342(b) that authorizes the discharge of pollutants to waters of the United States.

- (C) “Main Body” means the terms and conditions contained in SECTION 1 through SECTION 38 of, and not an exhibit to, the Agreement.
- (D) “Premise” means the water treatment premise or wastewater treatment premise where Contractor shall collect the sewage waste, such as City’s Water Reclamation Facility.
- (E) “SWT” means the terms set forth in this Exhibit C.

3. PRICING.

- 3.1 Pricing. The parties agree that, notwithstanding Section 7.a in the Main Body, the total amount City pays Contractor for Daily Sewage Waste Services shall be calculated by multiplying the applicable rate listed in Schedule A of section 5.17.210 of the Code (as adjusted in accordance with Chapter 5.17 of the Code) by the wet ton of sewage waste actually transported by Contractor.
- 3.2 Billing. Contractor will bill City in arrears on a monthly basis for all Daily Sewage Waste Services provided City during the preceding month. Each bill shall identify all payments received or adjustments made the preceding month, the total amount due for the preceding month, and – as to each collection of sewage waste – the location of the collection, the date Contractor collected it, the quantity collected, the unit price, and the amount owed. City must pay undisputed invoices within 30 days of receipt of the invoice. Contractor shall mail the bills for Daily Sewage Waste Services to City at:

City of Henderson
Attn: Department of Utility Services (Sewage Waste)
240 South Water Street, WRF MS 811
Henderson, NV 89015-7227

4. CONTRACTOR RESPONSIBILITIES.

- 4.1 Right and Duty to Dispose of Sewage Waste. City hereby grants to Contractor the right, and Contractor hereby assumes complete responsibility, pursuant to the terms of this Agreement, to provide Daily Sewage Waste Services in accordance with applicable laws, regulations, and ordinances (as amended) of City’s output of sewage waste that is received, stored, accumulated, processed, generated, or in any other way acquired by City during the term of this Agreement. Contractor shall maintain sufficient vehicles and equipment that can accept City’s output of sewage waste on City site(s) daily to meet City operational needs. Contractor shall remove the sewage waste from the Premises within twenty-four (24) hours of the time that City places the sewage waste into a Contractor transport vehicle, seven (7) days a week, unless otherwise notified by the City. Contractor shall perform the Daily Sewage Waste Services in a manner that does not create a hazardous or nuisance situation, that protects the health and safety of all individuals, that does not damage person or real property, that avoids environmental contamination, and that is in compliance with applicable laws, regulations and ordinances existing and hereafter enacted or

established, including 40 CFR Parts 257, 258, and 503. Notwithstanding Section 7 in the Main Body, the parties agree that City may authorize a third party transport contractor to provide up to twenty percent (20%) of the Daily Sewage Waste Services each City-fiscal year (“Excluded Sewage Waste”). City shall provide Contractor with sixty (60) days written notification before City elects to exercise this right. City agrees that it will not transfer the right to transport and dispose of all or any portion of such Daily Sewage Waste Services to a third party transport contractor unless the sewage waste is to be used for an environmental project or beneficial re-use of the sewage waste, including but not limited to a use permitted under 40 CFR, Subchapter O – Sewage Sludge, as determined by City. If the sewage waste is not to be used for an environmental project or beneficial re-use of sewage waste, then a third party transport contractor is required to transport, dispose, and pay for cost of disposal of the Excluded Sewage Waste at Apex Regional Landfill. Such a third party transport contractor cannot claim to be a contractor of City to avoid paying disposal fees at Apex Regional Landfill. City and Contractor desire to maintain continuity of Daily Sewage Waste Services. Therefore, Contractor and City will meet and agree upon the schedule whereby a third party transport contractor can collect up to a certain percentage of the Excluded Sewage Waste from a City site(s) on a daily basis. Contractor will then collect the sewage waste above the Excluded Sewage Waste on a daily basis. If City wishes Contractor to resume collecting, transporting, and disposing of any or all of the Excluded Sewage Waste, then (a) City shall provide written notice to Contractor, (b) within three (3) business days of Contractor receiving that written notice, City and Contractor shall meet and agree upon a timeline to resume collection, transport, and disposal of the Excluded Sewage Waste that is the subject of that written notice, and (c) within one (1) month or less of Contractor receiving that written notice, Contractor shall resume transport and disposal of the Excluded Sewage Waste that is the subject of that written notice.

- 4.2 Ownership of Sewage Waste. Ownership of the sewage waste shall transfer to Contractor after the sewage waste is placed into a Contractor vehicle.
- 4.3 Permit Compliance. Contractor shall, at its sole cost and expense, obtain and maintain in good standing all federal, state, and local licenses, permits, and approvals required to perform the Daily Sewage Waste Services.
- 4.4 Compliance with On-Site Procedures. Contractor shall, and Contractor shall cause its employees, contractors, and subcontractors (“Contractor Personnel”) to, (a) abide by and comply with City’s security, access, safety, and other requirements and procedures applicable to the Premises, including the requirements outlined in Attachment 1 to this SWT; (b) abide by and comply with all applicable safety laws, regulations, and ordinances (as amended), including the Federal Occupational Safety and Health Act; (c) maintain the Premises used by Contractor or Contractor Personnel in a clean, safe, and orderly manner; (d) not cause or permit any hazardous materials to be brought upon, kept, stored, discharged, released or used in, under or about any portion of the Premises; and, (e) conduct its activities on the Premises in such a manner as to avoid disrupting or interfering with other work or activities being conducted on the Premises by City or a third party contractor. Where a conflict exists, between the City’s or a third party contractor’s operations on

the Premises, the City's or a third party contractor's operations on the Premises shall take precedence over Contractor's Sewage Sludge Services. If City, in its discretion, determines that Contractor or Contractor Personnel are not complying with any of the foregoing, City (without liability to Contractor) may require such personnel to leave the Premises and Contractor (at Contractor's expense) to promptly remove and replace that Contractor Personnel and to not allow that person to perform work on the Premises or otherwise in connection with this Agreement.

- 4.5 Contractor Provision of Resources. Contractor shall provide and furnish all management, labor, personnel, facilities, equipment, training, methods/processes, tools, materials, fuel, machinery, and supplies necessary to provide the Daily Sewage Waste Services in a good and workmanlike manner. Contractor shall familiarize its employees and subcontractors with the Premises and all land application and disposal sites.
- 4.6 Maintenance. Contractor shall adequately maintain (and require to be maintained) safe and in good repair all vehicles and equipment used in performing the Daily Sewage Waste Services. On all vehicles that transport sewage waste, Contractor shall use rubber tires approved for highway use, shall use a leak-proof system, and shall cover the sewage waste to prevent windblown removal of material during transport.
- 4.7 Nonconforming Sewage Waste. Subject to Contractor's compliance with section 5.2 in this SWT, if Contractor discovers City's sewage waste does not conform with the limits set forth in 40 CFR 258.20, 40 CFR 258.28, or in another applicable section in 40 CFR Parts 257 or 258, as amended, Contractor shall notify City of such nonconformance. City shall pay any and all reasonable costs incurred by Contractor as a result of lawfully addressing and remediating such nonconformance in compliance with applicable laws, regulations, and ordinances, including transportation costs, transport preparation costs, and any disposal costs associated with that nonconforming sewage waste.
- 4.8 Recordkeeping. Contractor shall prepare and maintain accurate and legible records, and provide copies to City, of (a) scale calibration certificates for the scales used to determine the weight of the sewage waste and each transport vehicle; (b) a daily loading log that documents the sewage waste removed from the Premises and provides the following information: Premise, date, time of loading, and weight of the sewage waste Contractor collected (*i.e.*, weight slips); (c) a daily truck report log that provides the following information: Premise, the time vehicle left the Premise, the time the vehicle delivered the load, the driver's identity, and the location of the sewage waste disposal or application site; (d) the weight of each transport vehicle; (e) the quantity of sewage waste recycled in accordance with 40 CFR Part 503 or comparable law, regulation, or ordinance, as amended, and the location of any such recycling; and, (f) all other information City requires in writing from time to time to enable it to comply with applicable laws, regulations, and ordinances (as amended) and City's NPDES Permit, including any reporting requirements.

- 4.9 Method of Disposal. In accordance with applicable laws, regulations, and ordinances (as amended), Contractor shall transport the sewage waste to the Apex Landfill or other site(s) agreed to in writing by the parties through an amendment to this Agreement, at which Contractor will properly and legally dispose of the sewage waste. The primary method of disposal used by Contractor is sanitary landfilling. However, Contractor reserves the right to use alternative methods of disposal approved by the Southern Nevada Health District, and in full compliance with all applicable laws, regulations, and ordinances (as amended). No sewage waste shall be applied to any land not duly and properly permitted in accordance with all applicable laws, regulations, and ordinances (as amended).
- 4.10 Spill Control and Reporting. Contractor shall develop, and have approved by City, an emergency spill control plan that provides for the prompt reporting and cleanup of spills in compliance with all applicable laws, regulations, and ordinances and any licenses, permits, or other approvals (as amended). Contractor shall follow all aspects of the plan while performing Daily Sewage Waste Services. The plan must be available at the land disposal or application site(s) as well as in all vehicles transporting sewage waste. All spills shall be reported to the City immediately, if on City property, or promptly (not to exceed six (6) hours after the spill occurred), if not on City property. Contractor shall be responsible for all additional reporting of such spills required by applicable laws, regulations, and ordinances and any licenses, permits, or other approvals (as amended).
- 4.11 Responsible Person. While conducting operations, Contractor shall have a responsible person in charge of Daily Sewage Waste Services who is available during all hours Contractor is conducting operations pursuant to this Agreement. Contractor shall provide City written notice of this person's (and his/her delegates') name, title, email address, and cell phone number. This person(s) shall have the authority to make management decisions for Contractor. The person(s) shall possess all necessary certifications which are required by the State of Nevada or that may be required in the future.
- 4.12 Agency Contacts. If Contractor needs to contact a local, state, or federal agency having regulatory authority over the Daily Sewage Waste Services, Contractor will also contact and provide the same information to City's Director of the Department of Utility Services.
- 4.13 City Inspections. Contractor shall allow and assist in the inspection of its activities by City. All records, land application and disposal sites, vehicles, and equipment used by Contractor must be available for inspection by City personnel at any time requested by City.

5. CITY RESPONSIBILITIES.

- 5.1 Access to Premises; Maintenance of Designated Rights-of-Way. Subject to Contractor's compliance with section 4.4 in this SWT and for the purpose of Contractor providing the Daily Sewage Waste Services, City grants to Contractor and its authorized personnel the right of ingress, egress, and access onto designated

areas at the Premises twenty-four (24) hours per day, seven (7) days a week through designated rights-of-way on the Premises. City shall maintain, at its expense, in good condition and fully paved, all rights-of-way provided by the City on a Premise for use of Contractor transport vehicles, and City warrants that any such rights-of-way provided by City are capable of bearing the weight of each such vehicle. City acknowledges that Contractor shall not be liable for any damages to pavement, driving surfaces, or any other surfaces on such rights-of-way on the Premises resulting from the operation of Contractor transport vehicles or any other transport equipment used in connection with this Agreement on a Premise, except for such damages caused by the negligence or willful misconduct of Contractor, its employees or its subcontractors.

- 5.2 Testing of Sewage Waste. Upon written request, City shall provide Contractor with the results of sewage waste testing that is required under City's NPDES Permit. Contractor (at its cost) may test the sewage waste; provided, however, the parties agree to written testing procedures before Contractor takes any samples or performs such testing. Contractor shall provide City with a split of any and all samples taken of the sewage waste unless City waives in writing its right to receive a split of any or all samples. Contractor shall not mix sewage waste with any other material prior to testing and shall follow all testing procedures. Contractor shall sequester and not dispose of the load from which a sample of the sewage waste was taken for testing pending results of testing. Contractor shall provide City with a copy of all test results.

Attachment 1 to SWT Safety Requirements

General Safety

Contractor shall supervise and direct the Daily Sewage Waste Services using its best skill and attention. Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its employees and subcontractors. Contractor shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

Badging/Access Control

Contractor shall comply with City facility access control procedures. If issued identification badges by City, Contractor shall cause its employees and subcontractors to wear them above the waist, identifying them as Contractor employees. Contractor shall limit travel on the Premises to that necessary for performing the Daily Sewage Waste Services.

Contractor Employee Personal Behavior

- Drugs and alcohol are prohibited while on duty and on the Premises. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto the Premises, is sufficient cause for exclusion from the Premises.
- Fighting, horseplay and practical jokes on the Premises are expressly forbidden.
- Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any applicable law, regulation, or ordinance (as amended) is **STRICTLY PROHIBITED**.
- Smoking is prohibited on the Premises.

Training

Contractor is responsible for providing safety training of all of its employees and subcontractors who will have access to the Premises.

Incident Reporting and Investigation

Contractor shall report all accidents, injuries, near misses, unsafe practice/condition, and occupational illnesses that occur on the Premises (an “Incident”) to the appropriate City representative as soon as possible. All Incidents must be reported to the CITY representative as soon as possible. An initial written report must be completed within 24 hours or the next working day, whichever is earlier and submitted to the CITY representative. Contractor shall investigate each Incident, perform a root-cause analysis of each Incident, and prepare a report that details its finding in order to collect facts about the Incident, determine the root cause, prevent further possible injury and property damage, and prevent recurrence. Within two (2) business days of completing its report, Contractor shall provide City a copy of that report.

Accountability

City may require Contractor to remove its employees or subcontractors from the Premises for infractions of established safety or security rules, failure to follow safety or security instructions, actions that endanger anyone, disregard for City property or the property of others, failure to

comply with posted signs, and/or failure to take appropriate action where such action may be reasonably expected.