



**TECHNICAL AND TRANSPORTATION REQUIREMENTS ADDENDUM  
TO WASTE TRANSPORTATION, DISPOSAL AND RECYCLING AGREEMENT**

WSID#

Contract No.:

**TECHNICAL REQUIREMENTS**

1. Customer must have a confirmed scheduled delivery date and time three days prior to ship date. Please contact the Customer Service Department during regular operating hours Monday – Friday for an appointment time.
2. The Waste Stream Identification Number (WSID) must appear on each manifest paper required by EPA or DOT. Waste shipped in drums, bags or boxes must have the WSID clearly marked on the top and one side of each container.
3. Bulk trucks, intermodal boxes and roll-off boxes must be lined and self-unloading by their own equipment. If the waste does not self-unload, the container will be unloaded utilizing excavators or other appropriate equipment at an additional charge and Company assumes no liability for damage to tractor, truck beds, intermodal boxes, roll-off boxes or associated equipment.
4. Company does not provide decontamination of trucks or other containers and will not provide certification for decontamination unless requested (additional charges will apply). With prior approval and at additional Customer cost, tanker trucks can be rinsed out, with water, if the material can be easily removed.
5. Drivers delivering material to Company must be clean shaven and have all required PPE (appropriate respirators and cartridges, eye protection, foot protection and disposable protective outer garments) and abide by all DOT, OSHA and Company safety policies. Please contact your Customer Service Representative if you need assistance with appropriate PPE.
6. Waste identified as having non-regulated light ballasts and capacitors are subject to the following: Company must give prior approval and each individual item must have manufacturer markings identifying the item as being non-PCB. Otherwise, Company may consider **all** PCB light ballasts and small capacitors to be TSCA regulated.
7. Containerized waste must be shipped in DOT approved containers and is subject to the following requirements: **Drums** must weigh less than 800 lbs.; **Bags** must be load rated, double stitched, equipped with integral lift straps and weigh less than 5,600 lbs.; **Palletized Boxes** exceeding thirty-six (36) inches in any dimension will be subject to surcharge and must weigh less than 2,800 lbs. Non-metal drums may require additional charges. **Friable Asbestos** must be double bagged, wetted and labeled per the requirements of 40 CFR Part 61, Subpart M. All NESHAPS information must be recorded on the manifest. Floor dry may be added to avoid the formation of free liquids. Debris requiring treatment must meet the definition in 40 CFR §268.2, must not be individually packaged and must be self-unloading if bulk shipped.

**TRANSPORTATION TERMS & CONDITIONS**

1. All transportation taxes and fees are the responsibility of the Customer and will be billed as a separate item, if not already included in the quoted rate.
2. Any fuel surcharges added by transporter(s) are the responsibility of the Customer and will be included on Company invoices.
3. Customer is responsible for proper loading, lining, tarping and weighing of vehicles or rail cars. Any overloads or subsequent costs from overloads are the responsibility of the Customer.
4. Customer is responsible for proper manifesting, marking, labeling, and placarding as required by law.
5. Customer is responsible for payment of demurrage and transportation delay costs other than those caused by the transporter or Company, its agents, servants or employees.
6. Customer is responsible for proper and safe handling of all rail containers, gondolas or other transportation equipment while on the Customer's site.
7. Customer is responsible for payments of costs for damage to equipment caused by Customer and/or its contractors, agents or employees. Customer must notify Company of any damage to equipment caused by Company prior to leaving Company's facilities. Claims made after departure cannot be verified or paid.
8. Unless otherwise specified, truck shipments will be subject to one hour loading and one hour unloading free time; Customer will be charged per hour for delays beyond the allowed free time.
9. All costs incurred by Company as a result of the failure of Customer to perform or adhere to the foregoing responsibilities and requirements will be due and payable by Customer to Company.
10. Customer is responsible for payment at the rates specified herein for any equipment provided by Company pursuant to this Addendum, but not used. Intermodal and roll-off containers will be charged at the same rate as if the container was fully loaded with a minimum of twenty (20) tons, or the rated container capacity, whichever is more. Standard end-dump trucks will be charged as if fully loaded with twenty-two (22) tons. Truck and pup units will be charged as if loaded with thirty (30) tons.

**ADDITIONAL RAIL TERMS & CONDITIONS**

1. Gondolas with a legal gross capacity of 286,000 lbs will be subject to a minimum payload of 106 tons. Gondolas with a legal gross capacity of 263,000 lbs will be subject to a minimum payload of ninety-six (96) tons.
2. If gondola cars are ordered and not used, they may be billed as if they were full with 106 tons each. If gondola cars are ordered and not shipped within thirty (30) days, the gondola cars will need to be released and reordered if needed for other projects.
3. Waste shipped in boxcars or trailers must be packaged in drums, boxes or other suitable containment and be properly blocked and braced for shipment.
4. Five free days will be allowed for gondolas once the equipment is spotted at the project site or Customer has been notified that empty equipment can be delivered to the project site. Demurrage is \$60 per day per railcar and will be assessed in the event gondola loading has not started within five days of the date for which cars were ordered and placed. This fee will continue on a daily basis until gondolas are loaded and released for shipment.

5. Fuel adjustment surcharges will be billed based on the servicing railroad's index (i.e. per gallon of diesel fuel or per barrel of West Texas Intermediate Crude Oil) and charged directly to Customer.
6. Request for rail equipment must be made in writing by Customer prior to the shipment for placement of empty gondolas forty-five (45) days in advance.