

## EXCAVATED MATERIAL PERMIT

**DATE:** \_\_\_\_\_

**FROM:** JW UNDERGROUND ENTERPRISES, INC  
PO Box 2433  
Gresham, Oregon 97030

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "Permittee")

Permittee desires to dispose of material to be excavated in performance of Permittee's Construction Projects per attached list (hereinafter "the Project").

JW Underground Enterprises owns and operates a gravel pit, located at 1300 SE 190th Ave., Gresham, OR. 97233.

JW Underground Enterprises has agreed to accept from Permittee, material excavated from the Project, with said excavated material to be deposited at JW Underground Enterprises' gravel pit.

### **1. EXCAVATED MATERIAL**

The term "excavated material", as used in this Permit, is defined to mean ONLY AND SOLELY soil, rock, concrete rubble without rebar, and sand excavated from the Project, AND NOT CONTAINING ANY OF THE ITEMS listed below. AS NOTED BELOW, LIQUIDS ARE NOT ACCEPTED with the exception as follows: Vac trucks will be allowed to dump with prior authorization and shall only contain the following materials --3/4 rock, dirt, sand, clay, small native rock, clean water and limited quantities of bentonite.

- a. Liquids;
- b. Trees or bushes or any part thereof or any other type of vegetation;
- c. Wood, or wood products in any form;
- d. Road ditch cleanings;
- e. Metal, of any type and in any form (lead, copper, chromium, zinc, etc.) in soil;
- f. Glass or plastics, of any type and in any form;
- g. Biodegradable materials of any type;
- h. PCB's in soil;
- i. Pesticides in soil;
- j. Hazardous Substances, as hereunder defined
- k. Sweeper truck spoils
- l. Catch basin spoils

JW Underground Enterprises will not accept any materials containing any contaminants above NON-DETECT limits (ND).

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For purposes of this Permit, the term “Hazardous Substances: is defined to mean any substance, material or waste, including but not limited to asbestos and petroleum (including crude oil or any fraction thereof), which is designated, classified or regulated as “toxic”, “hazardous”, “a pollutant”, or similar designation under any “Environmental Laws”, where the presence of any such substance, material or waste, deposited into JW underground Enterprises’ pit, would be in violation of any Environmental Law. For purposes of this Agreement, the term “Environmental Law” shall mean the Resource Conservation and Recovery Act, the Toxic Substances control Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act and any comparable Federal, State Statute or local law, regulation or ordinance and any regulation or a ordinance promulgated under any such Federal, State Statute and local law relating to the protection of human health or the environment.

Permittee shall supply certifications to JW Underground Enterprises that all excavated material does not contain “Hazardous Substances”, as set forth above. Permittee agrees to indemnify, defend with counsel chosen by JW Underground Enterprises, and hold JW Underground Enterprises and its successors and assigns harmless from and against all actual or threatened liabilities, claims, actions, damages (including foreseeable and unforeseeable consequential damages), penalties, costs, expenses (including attorney fees) and losses directly or indirectly arising out of or resulting from the presence of any hazardous substance contained in any excavated material from the Project deposited at JW Underground Enterprises’ pit, including (1) any expenses incurred in connection with any reasonably necessary investigation or site conditions or any clean up, remedial, removal or restoration work; and (2) any resulting damages or injuries to the person or property of any third parties or to any natural resources.

**2. TERM OF PERMIT**

The term of this Permit shall be effective as of the date of the Permittee first deposits excavated material from the Project at JW Underground Enterprises’ pit from the date hereof, as first above set forth in this Permit, until terminated by JW Underground Enterprises in its sole discretion.

If any material is identified or suspected by Project Personnel to be contaminated, it shall be kept on the project site and will not be sent to JW Underground Enterprises’ pit.

Complete Attachment “A” Construction Details attached.

**JW UNDERGROUND ENTERPRISES, INC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PERMITTEE**

**(Property Owner / Excavation Company Estimator /  
Excavation Company Owner)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

### Contractor Info

Contractor Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Info

**Job Name:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

Job Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Quantity of Material \_\_\_\_\_

Material Description: \_\_\_\_\_

Knowledge of hazardous substances (diesel, gas, oils, PCBs, pesticides, etc.) in Excavation: Yes \_No \_

**Job Name:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

Job Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Quantity of Material \_\_\_\_\_

Material Description: \_\_\_\_\_

Knowledge of hazardous substances (diesel, gas, oils, PCBs, pesticides, etc.) in Excavation: Yes \_No \_

**Job Name:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

Job Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Quantity of Material \_\_\_\_\_

Material Description: \_\_\_\_\_

Knowledge of hazardous substances (diesel, gas, oils, PCBs, pesticides, etc.) in Excavation: Yes \_No \_

**Job Name:** \_\_\_\_\_ **Job #:** \_\_\_\_\_

Job Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Quantity of Material \_\_\_\_\_

Material Description: \_\_\_\_\_

Knowledge of hazardous substances (diesel, gas, oils, PCBs, pesticides, etc.) in Excavation: Yes \_No \_