

Agreement for Provision of Household Hazardous Waste Services

This Agreement (Agreement) is for the provision of household hazardous waste services at the Corning Household Hazardous Waste Facility and Tehama County/Red Bluff Landfill Household Hazardous Waste Facility and is entered into as of October 7, 2024 by and between the Tehama County Solid Waste Management Agency, a joint powers authority comprised of the County of Tehama, City of Red Bluff, City of Corning, and City of Tehama (the "Agency") and Advanced Chemical Transport, LLC dba ACTenviro, an S-Corporation Company (the "Contractor").

RECITALS

- A. The Agency maintains a Tehama Countywide Household Hazardous Waste Collection Program whereby residents of Tehama County will have an opportunity to safely dispose of household hazardous wastes at household hazardous waste collection events;
- B. The Agency desires to provide a safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to encourage the proper disposal of toxic products, and to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground. Household hazardous waste includes, but is not limited to, common household products such as latex paint, oil-based paints, solvents, household cleaning products, pesticides, automotive fluids, and batteries;
- C. The Agency is committed to actively seeking to minimize the amount of hazardous waste requiring landfill disposal by implementing recycling and reuse techniques. The Agency's waste management practices follow the Department of Resources Recycling and Recovery (CalRecycle) waste management hierarchy:
 - Reduce
 - Reuse
 - Recycle
 - Treatment/Incineration
 - Landfill
- D. The Agency desires to engage assistance to provide the hereinafter set forth special services for residents of Tehama County from January 1, 2025 through December 31, 2027;
- E. The Contractor is in the business of providing services similar to those set forth in this Agreement;

- F. The Agency acknowledges the Agreement between Contractor and Paintcare for paint program products pursuant to California Public Resources Code Sections 48700-48706 which Contractor is required to enter and is incorporated herein by reference; and
- G. The Agency desires to engage the Contractor, and the Contractor desires to contract with the Agency, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Agency and Contractor agree as to follows:

1. Purpose of Agreement

The purpose of this Agreement is to define the terms and conditions under which the Contractor will provide personnel, equipment, and supplies for segregating, packaging, profiling, manifesting, transporting and disposing of the hazardous waste from households and Very Small Quantity Generators (VSQG) brought to Household Hazardous Waste (HHW) collection events. The Agreement also defines the responsibilities of the Agency and the Contractor. During the term of this Agreement, the Agency will conduct approximately 87 HHW collection events, as identified in Exhibit "A", referred to in this Agreement as "Events". The Events will be located at Agency-owned facilities. Further, during the course of this agreement, the Contractor will provide personnel outside collection events to manage and maintain the facility.

2. Agency and Contractor Responsibilities

- i. Facility: The Agency will make available two Permanent Household Hazardous Waste Collection Facilities (PHHWCFs), owned by the Agency, located in Red Bluff and Corning, California. A schedule of HHW Events for the term of this Agreement is included in Exhibit A Schedule of Collection Events. The Contractor and Agency agree that the Agency reserves to itself the right to operate the facilities owned by the Agency during weekdays and other times that the Contractor is not operating the facility. The Contractor agrees to cooperate in such use by the Agency. The Contractor acknowledges and agrees that Agency staff shall be allowed to attend each collection event outlined in Exhibit A, in order to monitor and evaluate the effectiveness of the collection event. Agency staff shall also be permitted to engage in such public education and outreach programs as the Agency may from time to time desire to conduct in association with the collection events.
- ii. Conferences, Visits to Site, and Inspection of Work: In the event it should become necessary for the State of California ("State") or Agency to hold any conference or visit the site of a project, for any reason whatsoever, the Contractor shall cooperate fully with the parties involved and shall arrange for

qualified representatives of the Contractor, upon request of the Agency, to attend any such conference or visit the site as a part thereof.

- iii. Site Security: During the scheduled collection events listed in Exhibit A, the Contractor shall secure the areas to prevent the entry of unauthorized persons. The Contractor shall be responsible for security of the facilities during collection program events and ensure that the facilities are secure upon leaving the facilities. Securing facilities includes locking all interior storage lockers.
- iv. Appointments: The Agency will facilitate a telephone line to answer questions about waste disposal and to schedule appointments for VSQG for dropping off waste at the PHHWCFs. Residents will not be required to make an appointment.
- v. Environmental Protection Agency Identification Numbers: The Agency will obtain all necessary EPA ID numbers from Cal/EPA for the operation of the PHHWCFs.
- vi. Emergency Notifications: The Agency will notify appropriate local emergency response agencies and hospital(s) for each Event listed in Exhibit A.
- vii. Manifests: The Contractor will prepare hazardous waste manifests and bills of lading in compliance with all applicable regulations, and review all manifests for completeness and accuracy prior to all shipments. The Agency will not be responsible for payment of additional costs or fines due to manifest errors. A designated and authorized Agency representative will sign the manifests.
- viii. Reuse of Available Products Program: The Agency will coordinate a Reuse of Available Products Program at the PHHWCFs. The Contractor will select, date stamp, and place materials by material type for reuse selected using the criteria outlined in Exhibit B Quality Assurance Program into a temporary storage closet. The Agency will collect, or reject, materials that the Contractor has set aside for the Reuse of Available Products Program. The Agency will provide staff to assist residents in selecting materials from the reuse room.
- ix. Participant Survey: The Contractor will survey participants and collect the surveys when residents are checked in at the events. Originals or copies of surveys will be provided to the Agency.
- x. Permits: The Agency will prepare and submit Permit-By-Rule (PBR) notifications to the Certified Unified Public Agency and/or the California Department of Toxic Substances Control. The Contractor will ensure that all PBR conditions to operate the PHHWCF Events are met.

- xi. Program Review: The Agency and Contractor will jointly prepare an evaluation of the Program. Before contract approval, the Agency and Contractor will agree on the schedule and methods for program evaluation. The Contractor will provide all data needed to prepare the review.
- xii. Staffing: The Contractor shall provide all facility staffing. The Contractor shall provide a staffing level of two technicians at all times the Tehama County/Red Bluff Landfill facility is open and one technician at all times the Corning facility is open. The Contractor will staff all events at the level requested by the Agency. The Contractor shall provide staffing for facility management and maintenance as requested by the Agency. Any changes to staffing levels will be requested at least one week in advance of the scheduled collection event. If staffing is less than the requested level, the Agency may, at its sole discretion, exercise a penalty by deducting from the Contractor's invoice for that event an amount equal to the number of workers below the requested level multiplied by the contracted hourly wage for eight hours of work.
- xiii. Supplies: The Agency will provide tables for sorting and bulking wastes, eyewash stations, and a forklift at each site. The Contractor will provide pallets, bulking equipment, unloading carts and personal protective equipment (PPE). PPE provided shall include Tyvek suits, gloves, booties, aprons, sleeve protectors, eye protection, and respirator cartridges. The Contractor is responsible for providing tape, absorbent, drums, boxes, dumpster and drum liners, labels and any other consumable material necessary as outlined in Exhibit C Labor, Supply and Disposal Cost Matrix.
- xiv. Contractor Warranties: The Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all hazardous waste.

The Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received.

The Contractor must warrant that Contractor owned or approved storage, treatment and/or disposal facilities are licensed and permitted. In the event that the facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify the Agency of such loss.

- xv. Environmental, Health and Safety Compliance: The Contractor is responsible for employees' compliance with all environmental, health and safety regulations. All staff provided by the Contractor will be respirator fit tested for a respirator, have current 40-hour HAZWOPER training and receive annual eight-hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training must be obtained by Contractor staff as required by all local, state and federal laws. The Contractor will provide training specific to the Tehama Countywide PHHWCF operations for all new technicians to ensure quality personnel staffing. The Contractor will provide proof of training to the Agency and keep records of safety training at each facility.

The Contractor shall update within 90 days of the effective date of this Agreement an Operations Plan that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 of the California Code of Regulations. The Contractor shall also maintain a Contingency Plan which shall include, but not limited to, addressing emergency procedures, which shall meet the requirements of Title 22, Chapter 14, Article 3 of the California Code of Regulations. The subject plans shall be revised and modified as may be deemed necessary to address any changes in circumstances, conditions, regulations, statutory compliance, or program requirements. The Operations and Contingency plans, when revised, shall be subject to the review, approval and acceptance of the Agency's Manager. When accepted and approved by the Agency's Manager, the plans shall be provided to the Agency's Manager, the California Department of Toxic Substances Control ("DTSC"), the State of California Department of Industrial Relations, Division of Occupational Safety and Health, and all state and local regulators upon request.

The Contractor must prepare a report to the DTSC for noncompliance of Permit by Rule or PBR regulations (see California Health and Safety Code Section 25100 et seq. and Title 22, Section 67452.25 of the California Code of Regulations) within 15 days, if an incident occurs.

The Contractor will prepare a written Injury and Illness Prevention Plan, Heat Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans will be available at all PHHWCF events and provided to the Agency, DTSC, Cal/OSHA, and other state and local regulators upon request.

The Contractor will exercise utmost precaution for the protection of Contractor and Agency staff, the public, site personnel, and property. The Contractor will install adequate safety guards and protective devices for all equipment and machinery. All care will be employed to ensure that work proceeds under the

highest standards of safety and prudence, and in compliance with all applicable laws.

- xvi. Medical Monitoring: All Contractor staff will meet the following criteria:
 - 1. Completion of an occupational medicine baseline medical examination including blood chemistry, pulmonary function test and chest X-ray;
 - 2. Clearance to use personal protective equipment and respiratory protection by Occupational Medical Personnel; and
 - 3. Successful completion of respirator fit testing.

- xvii. Personal Protective Equipment: The Contractor understands that the scope of work requires the use of personal protective equipment (PPE). It is mandatory that all operations personnel wear appropriate safety equipment.

- xviii. Vehicle and Driver Warranties: The Contractor will ensure that all vehicles transporting hazardous wastes (including subcontractors) are properly registered, and that hazardous waste drivers have all required local, state and federal licenses. Copies of registration and licenses must be provided to the Agency upon request. The Contractor must notify the Agency in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked, or suspended.

The Contractor must obtain all required federal, state and local permits for the responsibilities of the Contractor. The Contractor will be responsible for providing technical material to the Agency as necessary to obtain permits and variances required to operate Events. The Contractor must obtain all necessary permits and qualify to transport waste according to DOT exemptions. The Contractor must qualify to transport waste streams packaged in non-DOT specification packing under DOT exemptions.

- xix. Supplies and Equipment: The Contractor will be responsible for using appropriate supplies, materials, equipment, vehicles and drivers as specified by federal and state laws and regulations for the management of hazardous wastes. The Contractor will furnish supplies and equipment necessary for the safe and legal packaging, transport and disposal of the wastes. These supplies include, but are not limited to, those items listed in Exhibit C Labor, Supplies and Disposal Cost Matrix.
- xx. Onsite Hazardous Waste Management: The Contractor will provide 40-hour trained technicians for each event indicated in Exhibit A Schedule of Collection Events and as needed to manage and maintain the facilities. The Contractor's technicians will be primarily responsible for completing the following tasks:

1. Testing and identification of unknown wastes, and determining the proper DOT hazard classes;
 2. Segregating waste into compatible categories for lab packs;
 3. Lab packing all non-bulkable hazardous wastes;
 4. Completing waste and drum inventories, and providing quality assurance/quality control coordination to ensure acceptance of hazardous wastes by treatment, storage and disposal facilities;
 5. Labeling all drums containing hazardous or recyclable wastes;
 6. Setting aside items in good condition for the Reuse of Available Products Program;
 7. Site management, including unloading supplies and ensuring site cleanliness;
 8. Unloading waste from vehicles;
 9. Bulking flammable liquids and other bulkable hazardous wastes;
 10. Operating equipment such as a forklift; and
 11. Other tasks as requested by the Agency related to the Countywide Household Hazardous Waste Program.
- xxi. Very Small Quantity Generator (VSQG) Program: The Agency is responsible for setting rates, making appointments, verifying VSQG business status, and informing the Contractor of said appointments. The Contractor is responsible for preparing manifests, completing VSQG surveys and forms, submitting the surveys and forms to the Agency, and receiving the waste at the events. VSQG facility hours shall be from 12:00PM – 2:30PM on scheduled facility operating days. Pending available funding, the Agency may request that the Contractor operate the VSQG Program one additional weekday per month from 8:00AM-12:00PM. The Agency will be credited revenue collected for VSQG waste disposal.
- xxii. Hazardous Waste Transportation: At the PHHWCFs, wastes may be collected and stored for up to one year, excluding waste included in the Paint Care program, which may be stored up to one hundred eighty days (180), or until storage has reached capacity, whichever comes sooner. The Contractor is responsible for ensuring adequate storage space for all wastes collected.
- xxiii. Hazardous Waste Recycling, Treatment and Disposal: The Contractor will arrange for the ultimate disposition of the wastes according to the following hierarchy: reuse, recycling, fuel blending, treatment/neutralize/ incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling.

The Contractor shall not lab pack materials that can be managed as non-hazardous waste. Non-hazardous waste shall be recycled or disposed of as non-hazardous waste.

Following the waste hierarchy, the Contractor shall endeavor to recycle as much waste material as possible and combine containers as feasible to provide the fewest number of lab packs. The Contractor shall endeavor to combine compatible hazardous materials in appropriate bulk containers, including but not limited to motor oil, antifreeze, and flammable liquids including solvents, lacquers, shellacs, thinners, stains, turpentine, kerosene, methanol, alcohol, and gasoline. Small containers of bulkable wastes (less than one pint) may be lab packed instead of bulked. All architectural paint in the condition to be recycled shall be handled according to PaintCare guidelines. The Contractor shall enter into an agreement with PaintCare for the management and recycling of any architectural or other paint and shall provide the Agency with a copy of the agreement.

The Contractor must submit Certificates of Disposal as proof of treatment, recycling, or disposal to the Agency following the ultimate disposition of the waste.

The Contractor will be responsible for conducting an annual compliance audit of the Treatment/Storage/Disposal Facilities that accept Agency wastes. The results of these audits are to be submitted to the Agency.

3. Term of Agreement

The term of the Agreement will commence on January 1, 2025 and continue through December 31, 2027, or until the Agency receives all Certificates of Disposal for the waste treated and disposed of by the Contractor, whichever is later. By mutual agreement, the Agreement may be extended for up to a maximum of four additional one-year terms at prices to be mutually agreed upon, with terms and conditions remaining the same. The extension will be formalized by an amendment to the Agreement. There are no automatic extensions.

4. Agency Waste Management Options

The Agency retains the option to have certain designated wastes transported and managed by alternative contractors. The Agency will provide ten days' written notice to the Contractor as to any wastes which will be managed by a separate contract. The Agency may negotiate with the Contractor for transportation of said wastes to designated facilities. At the request of the Agency, the Contractor will also accept wastes rejected by recycle-only facilities operated by the

Agency or found during the performance of the established load-check program at the Tehama County/Red Bluff Landfill, and manage it under the terms of this Agreement.

5. Cost for Services

Costs for Contractor services, including the provision of on-site supplies and equipment, waste packaging, transportation and disposal, and labor are included in Exhibit C Labor, Supplies and Disposal Cost Matrix. Prices will be reviewed annually based on CPI, contingent upon the Agency's Board of Director's final approval of those rates. Unless otherwise stated, the Contractor agrees that, in the event of a price decrease, the benefit of such lower price will be extended to the Agency. The Contractor also agrees that any payment made by the Agency to the Contractor shall be net of income received from the agreement between the Contractor and PaintCare.

6. Payment Schedule

- a. The Contractor will invoice the Agency monthly. Each invoice will be supplemented with a detailed summary of activities performed, a breakdown of costs for labor and disposal, waste inventories, management methods, a Form 303, and copies of hazardous waste manifests signed by the transporter and the Agency representative.
- b. The Agency will pay 100% of on-site labor costs and pay 50% of the transportation and disposal costs for wastes taken to Contractor facilities within 45 days of receipt of invoice. The balance of the transportation and disposal costs will be paid within 45 days upon receipt of return manifests signed off by the TSDF.
- c. Invoices paid under this Agreement will not exceed \$40,000 per year of the Agreement for labor.
- d. In the event the Contractor's performance and/or deliverable report is deemed unsatisfactory by the Agency's Manager, the Agency reserves the right to withhold future payments until the performance and/or deliverable report is deemed satisfactory.

7. Termination

- a. Termination without Cause: The Agency may terminate this Agreement without cause by giving the other party thirty (30) days written notice.
- b. Termination with Cause: The Agency may terminate this Agreement with cause immediately with written notice to the Contractor. Such notice will specify the reason for termination and will indicate the effective date of such termination. For the purposes of this Agreement, cause includes, but is not limited to, any of the following:
 - i. Material breach of this Agreement by Contractor;
 - ii. Violation by Contractor of any applicable laws;

- iii. Assignment by Contractor of this Agreement without the written consent of the Agency pursuant to Section 16 of this Agreement;
 - iv. Failure to provide services in a manner meeting the standard of care in this industry for such services; or
 - v. A depletion of the funding available for these services.
- c. In the event of termination, the Contractor will deliver to the Agency copies of all reports and other work performed by the Contractor under this Agreement and, upon receipt thereof, the Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. The Contractor may retain copies of such original documents for the Contractor's files.

8. Assessment of Performance and Liquidated Damages

- a. Contractor designates Marc Winkler as the Contractor's HHW Program Manager and Skylar Walker as the Contractor's Project Manager and Site Supervisor for the purpose of performing the services under this Agreement. The Agency's Manager shall have authority to enforce and implement decisions regarding the Contractor's responsibilities in the Agreement.
- b. The Agency's Manager will assess the Contractor's performance based on the Agreement's overall requirements and the Contractor's responsibilities as the baseline for compliance, as well as how timely and competently the work is completed and in coordination with monthly Performance Reviews, as described in Section 2.xi of this Agreement. Substandard performance will be associated with Liquidated Damages. The parties understand and agree that damages for certain breaches of this Agreement will be difficult to calculate. Accordingly, the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by the Agency from any money due to the Contractor under this Agreement.

Performance Measure	Damage Incident	Penalty
Arrival of Staff and/or Driver	Contract staff and/or driver no-show	Twelve (12) hours credit per no-show contract staff per incident at the normal hourly wage rate of the no-show staff
Timeliness of Staff and/or Driver	Contract staff and/or driver more than 15 minutes late without notifying the Agency	Labor credit at twice the number of hours difference between the scheduled start time and the actual arrival time. For example, two (2) hours credit per late person (1) hour late at the normal

		hourly wage rate of the late staff.
Preparation of Staff and/or Driver for Work	Contract staff and/or driver arrives unprepared for work (including, but not limited to, improper dress, lack of PPE, without facility keys)	Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time prepared for work.
Proficiency of Technicians	The Agency finds Contract technicians lacking proficiency in technician duties.	The assigned technician will be paid at a rate of 80% of the technician hourly rate or shall be replaced, as determined by the Agency Manager.
	Unsatisfactory performance of Contractor technicians	Four (4) hours of labor credit per unsatisfactory performer at the hourly wage rate of the unsatisfactory performer.
Compliance with applicable rules and regulations	Contractor fails to comply with applicable federal, state and local laws, ordinances, permits, rules and regulations by stipulated due date	Payment of fines actually assessed to Agency plus \$500 per day.
Required Documentation, Programs and Plans	Contractor fails to submit documentation as required (includes, but is not limited to, manifests, CESQG documentation, event surveys, Heat Illness Prevention Program, Operations Plan, records of safety training)	10-day cure period, after which \$250 per day
Facility Management	Contractor fails to resolve facility management issues after notification by Agency	10-day cure period, after which \$250 per day

9. Conflicts of Interest

- a. In accepting this Agreement, the Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which could conflict in any manner or degree with the performance of this Agreement.
- b. The Contractor further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having such an interest.

10. Indemnification/Insurance

- a. The Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit D Basic Insurance Requirements for Environmental Services Contracts, attached hereto and incorporated herein by this reference.
- b. In addition to the insurance requirements set forth in Exhibit D, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, in accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California. The Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to permissibly self-insure in accordance with the provisions before commencing with the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the Agency, its officers, officials, employees, representatives, or agents.
- c. Within seven (7) working days after approval of the Agreement, the Contractor (and Subcontractors) will furnish the required Certificates of Insurance to the Agency.

11. Retention of Records

- a. Contractor must maintain financial records adequate to show that Agency funds paid under this Agreement were used for purposes consistent with the Agreement. These records must be maintained during the term of this Agreement and for a period of three (3) years from termination of this Agreement, or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.
- b. The Contractor and subcontractors, and any third party performing work, will agree to provide the Agency, to any Federal or State department having monitoring or review authority, to the Agency's authorized representatives and/or to their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations, and the Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- c. The failure of the Contractor to comply with this section or any portion thereof may be considered a material breach of this Agreement and may, at the option of the Agency, constitute grounds for termination and/or non-renewal of the Agreement, pursuant to Section 7 of this Agreement.

12. Public Records Act Disclosure

The Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the Agency may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7922.000 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510. The Agency will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Contractor that the Contractor has reasonably designated in writing to the Agency as a trade secret. The Agency shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Contractor if disclosure is deemed by the Agency to be required by law or by court order.

13. Nondiscrimination

In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable Federal, State and local laws and regulations including Tehama County's policies concerning nondiscrimination and equal opportunity in contracting.

14. Drug-Free Work Place Policy

The Contractor acknowledges that it has obtained and read a copy of the County of Tehama's policy regarding a drug free workplace, which is hereby made part of and incorporated herein by reference to this Agreement. The Contractor shall execute the policy acknowledgement attached hereto as Attachment A.

15. Notices

All notices required by this Agreement will be deemed given when in writing and delivered personally deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

To Contractor:

Advanced Chemical Transport, LLC (dba ACTenviro)

Attn: Marc Winkler, Program Manager

967 Mabury Rd.

San Jose, CA 95133

To Agency:

Tehama County Solid Waste Management Agency

Attn: Agency Manager

20000 Plymire Road

Red Bluff, CA 96080

16. Assignments

- a. This Agreement is not assignable in whole or in part without the written consent of the Agency. Any assignment by the Contractor without the written consent of the Agency violates this Agreement and is grounds for termination with cause at the Agency's option, pursuant to Section 7 of this Agreement.
- b. The Agency and Contractor anticipate that the Contractor will use subcontractors to perform services under this Agreement. All assignees or subcontractors approved by the Agency will be subject to the same terms and conditions applicable to Contractor under the Agreement, including indemnification and insurance, and the Contractor will be liable for the assignee's or subcontractors acts or omissions. All agreements between the Contractor and subcontractor or assignee for services pursuant to the Agreement will be provided to the Agency.

17. Assignment of Clayton Act, Cartwright Act Claims

The Contractor assigns to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the Agency pursuant to this Agreement.

18. Notification of Change in Subcontractors

- a. The Contractor must notify the Agency's Manager in writing of any intent to change subcontractors, waste management facilities or other handlers and provide the information requested for each newly proposed subcontractor, waste management facility or other handler. The proposal will include a description of tasks to be performed

by the subcontractor and rate schedule. Such change may be made only following approval by the Agency.

- b. The Contractor must in its performance of obligations under the Agreement, decline to hire the services of subcontractors, waste management facilities or other handlers which it has reason to believe operate in an unsafe manner or in violation of applicable safety laws and regulation.

19. Independent Contractors

The Contractor will perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the Agency. None of the provisions of this Agreement are intended to create, nor will be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other for the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees and subcontractors, if any.

20. Entire Agreement

The Agreement will be entire and contain all the terms and conditions agreed upon by the parties. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of the Agreement will be merged into this Agreement.

21. Faithful Performance/Security Instrument

The Agency reserves the right to require the Contractor to furnish a Faithful Performance Security Instrument, in the form of a performance bond up to \$1,000,000 to cover any clean up, waste hauling, waste disposal, and fines levied against the Agency arising from non-performance of the Contractor, subcontractors, waste management facilities and other handlers. The Contractor must furnish said instrument within ten (10) working days upon receipt of written notice by the Agency. Any bond or letter of credit must be executed by a responsible surety that is authorized to transact business in the State of California. If the Contractor should fail to furnish the security instrument for the full amount within ten (10) working days, the Agreement may be terminated by the Agency at its election.

22. Accident Prevention

The Contractor must exercise precautions for the protection of persons (including employees, Agency staff and the public) and property. The Contractor must agree to install safety guards and protective devices for any and all equipment machinery in a manner consistent with industry standards. The Contractor must agree to employ all care to ensure that the proposed work will proceed under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety.

23. Violation Notification

The Contractor must agree to notify the Agency's Manager within five working days if any of the following occur between now and termination of the Agreement:

- a. The Contractor or subcontractors are served with a notice of violation of any laws, regulations or permits which relate in any material respect to the services proposed; or
- b. Proceedings are commenced against the Contractor, its subcontractors, its waste management facilities or other handlers that could lead to revocation of permits or licenses that relate to the services proposed.

24. Amendments

This Agreement may be amended only by an instrument signed by the parties. Only the Agency Board of Directors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either the Contractor's or Agency's duties set forth in this Agreement. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Directors. The Contractor acknowledges that no Agency staff person or Agency officer other than the Board of Directors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors is null and void.

25. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

26. Waiver

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.

27. Contract Execution

Each individual executing this Agreement on behalf of the Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

28. Governing Law and Venue

The parties hereto agree that the provision of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Tehama County, California.

29. Prevailing Wage

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance." Contractor shall defend, indemnify, and hold the Agency, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.


In witness whereof, the Agency and Contractor have executed this Agreement as of October 7, 2024.

Tehama County Solid Waste Management Agency:

Kris Deiters, Chair

Date: _____

Contractor:

Signed by:


6850913BBEBD426...

By: Todd Marti

Title: Vice President

Date: 10/24/2024

Approved as to Form:

Collin Bogener
Agency General Counsel

Exhibit A: Schedule of Collection Events

Red Bluff

January – April	Second Saturday of each month
May-September	Second and Fourth Saturday of each month
October-December	Second Saturday of each month

Corning

January – December	Third Saturday of each month
--------------------	------------------------------

Exhibit B: Quality Assurance Program

Reuse Facility Program/Quality Assurance Plan

Tehama County/Red Bluff Landfill Management Agency (the Agency) chooses to operate a Reuse Facility Program. A Reuse Facility Program allows the opportunity for collected materials to be used in the manner originally intended. This type of program can also result in a substantial reduction in disposal costs. Only materials satisfying this Quality Assurance Plan should be given to the Agency for the Program.

This Quality Assurance Plan has been developed to ensure that reusable household hazardous products or materials are suitable and acceptable for distribution to the public (California Health and Safety Code, Section 25218.12). Donations to the Reuse Facility for redistribution should be evaluated by the donor using best efforts to verify that products selected are as they originated from the product's manufacturers. This quality assurance plan shall identify specific procedures for donors to evaluate each container placed in the Reuse Facility. The quality assurance plan also identifies those products that shall not be donated for redistribution at the Reuse Facility. Unacceptable products may include, but are not limited to, banned or unregistered agricultural waste, as defined in subdivision (a) of Section 25207.1, California Health and Safety Code, and products containing PCB's, asbestos, or dioxin.

If the recipient of a household hazardous product or material is a business or employer, the recipient shall be responsible for obtaining any written information necessary for compliance with the Hazardous Substances Information and Training Act (commencing with Section 6360) of Part 7 of Division 5 of the Labor Code).

A. Products Banned from the Reuse Facility

Products containing any of the following substances SHOULD NOT be donated to the Reuse Facility (See Appendix A, Prohibited Material Exchange List):

- Personal care products (e.g. hair spray, makeup, medications, shampoos, etc.)
- Unknowns
- Lead-based paints (often red, yellow, or orange –including traffic paint – manufactured before 1979, and weigh more than regular paint)
- Pharmaceuticals and Pharmaceutical Products
- Chemicals for experimental purposes
- Automotive batteries
- Dioxins PCB's
- Asbestos
- Banned or Severely Restricted Pesticides
- CFC's or other Ozone Depleting Substances including air conditioning freon string confetti compressed gas hand held horns (marine, personal safety)
- CFC containing cleaning fluids, wipes, and sprays
- Explosives (ammunition, fire works, black powder, ordinance, etc.),
- Cyanides, Radioactive Products (e.g. smoke detectors)

B. Product Evaluation Protocol

Donors shall evaluate products using the following criteria prior to being donated to the Reuse Facility:

- Containers should be intact, clean, and not deteriorated.
- Product has not passed its listed expiration date.
- Containers must have a secure lid. A selection of various sizes of spare spray nozzles may be maintained on site so that spray products (paints, lubricants) which lack nozzles can be fitted with an appropriate nozzle, thereby avoiding rejection.
- Containers which when picked up and “swished” from side to side feel as though they are more than 25% full. (However, high value products such as cylinders of propane gas may be accepted if it is not less than 10% full).
- Container manufacturer’s labels must be readable and include the ingredients, proper use, and precaution information.
- Product should not have visible contamination. To assess contamination, products which have been previously opened will be either viewed through its clear plastic or glass container or opened and assessed for any of the following disqualifying characteristics:
 - i. Solidified or overly viscous liquid products
 - ii. Free of foreign materials
 - iii. Cloudy liquids that are usually clear
 - iv. A solid liquid mixture
 - v. Discoloration of the product

Products that meet the above criteria may be made available to responsible adult (over 18 years of age) customers of the facility. Customers who receive exchanged products will be required to sign a Liability Waiver/ Reusable Material Acceptance Form. This form acknowledges the fact that although donors have used their best efforts with the resources generally available to evaluate the product in accordance with the protocol described in this plan, the customer bears ultimate responsibility for accepting the products. A copy of this form is included in Appendix A.

Reuse Facility customers should review expiration dates to ensure that products are not expired. Products should be used in a manner consistent with the instructions on the label.

[illegible]

Disposal

Waste Descriptions	Waste Category	MG	PK	5 gal cost	55 gal cost	Tub-Skid cost	Other
Flammable & Poisons	Flammable Solid	DI	LO	\$385.00	\$500.00	N/A	N/A
	Water Reactive/ Spont. Combustible	DI	LP	\$275.00	N/A	N/A	N/A
	Flammable Liquids	DI	BU	N/A	\$155.00	\$750.00	N/A
	Flammable Liquids	DI	LO	N/A	\$255.00	\$590.00	N/A
	Bulk - Oil Based Paints etc.	FB	BU	PC	PC	PC	PC
	Loosepack Oil Based Paints etc.	FB	LO	N/A	\$255.00	\$590.00	N/A
	Reactive Cyanides	DI	5gal	\$360.00	N/A	N/A	N/A
	Poison Liquid/Solid	DI	LP	N/A	\$360.00	\$780.00	N/A
Acid	Inorganic/Organic Acid	NE	LP	\$160.00	\$325.00	N/A	N/A
Base	Inorganic/Organic Base	NE	LP	\$130.00	\$240.00	N/A	N/A
	Organic Peroxides (5gal. only)	DI	LP	\$275.00	N/A	N/A	N/A
Oxidizer	Oxidizers	TR	LP	\$260.00	\$510.00	N/A	N/A
PCB	PCB Ballasts	DI	LO	N/A	N/A	N/A	\$8.25/LB
Aerosol	Flammable Aerosols	FB/RC	LO	\$80.00	\$225.00	\$700.00	N/A
	Corrosive/Poison Aerosols	FB/RC	LO	\$80.00	\$225.00	\$700.00	N/A
Other	Propane Cylinders (<1.5 litre)	RC	LO	N/A	N/A	N/A	\$4.00/LB
	Propane Cylinders >1.5 litre <5gal	RC	LO	N/A	N/A	N/A	\$3.50/LB
	Antifreeze	RC	BU	N/A	\$145.00	N/A	N/A
	Latex Paint -Paint Solutions Prog.	RC	BU	PC	PC	N/A	PC
	Oil Filters	RC	LO	\$60.00	\$125.00	N/A	N/A
	Elemental Mercury (5gal)	RC	LP	\$500.00	N/A	N/A	N/A
	Household Batteries (per lb)	RC	LO	N/A	N/A	N/A	\$1.35/lb
	Household Batteries	LF	LO	\$100.00	\$280.00	N/A	N/A
	Fluorescent Bulbs (per ft.)	RC	LO	N/A	N/A	N/A	\$.19/FT
	Fluorescent Bulbs U-shaped & Misc	RC	LO	N/A	N/A	N/A	\$2.00/LB
	Non RCRA (Liquid & Solid)	LF	BU	N/A	\$140.00	\$425.00	N/A
Asbestos	Asbestos	LF	LO	\$80.00	\$150.00	\$480.00	N/A

Key:

MG: Management Method

DI: Destructive Incineration - Covers any method where waste is burned, including beneficial reuse and RCRA beneficial reuse and RCRA incineration

FB: Fuel Blend - waste material that have a BTU value sufficient for use as a fuel in industrial furnaces or boilers (such as solvents or boilers) are blended in tanks to meet the specifications set by the recipient kiln.

NE: Neutralization - occurs at equivalence point of an acid-base reaction. The Acid-base reaction is carried out by the addition of alkaline waste or product to acidic waste and products to alkaline wastes. Products commonly used are sodium hydroxide, lime, hydrochloric acid and sulfuric acid.

TR: Treatment - includes oxidation, precipitation, coagulation and flocculation. Solids are allowed to settle or are directed to a filter press and are then collected as oily sludge slated for fuels blending. The water fraction is treated with carbon and then discharged to the publicly owned treatment works (POTW).

RC: Recycle

LF: Landfill

LO: Loose

BU: Bulk

LP: Loose-pack

Exhibit D: Insurance Requirements

1. The Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - a. Commercial Liability – Commercial Liability Insurance of not less than Three Million Dollars (\$3,000,000) limit per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.
 - b. Commercial Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned and hired vehicles.
 - c. Professional Liability – In the event the Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than Five Million Dollars (\$5,000,000) annual aggregate.
 - d. Pollution Liability Insurance of not less than Five Million Dollars (\$5,000,000) for each pollution condition and Five Million Dollars (\$5,000,000) in the aggregate.
 - e. Transportation Pollution Liability Insurance of not less than Three Million Dollars (\$3,000,000) covering the hauling of hazardous materials.
2. Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Agency, mailed to 20000 Plymire Road, Red Bluff, CA 96080, as evidence that the insurance required above is being maintained prior to performing any work under this Agreement. The Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of Insurance and policy endorsements must be received and approved by the Agency prior to beginning work under this Agreement.
3. Certificates of insurance must include the following provisions:

- a. The insurer will not cancel the insurance coverage without 30 days' prior written notice to the Agency (10 days prior written notice for nonpayment of premiums); and
 - b. Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the Tehama County Solid Waste Management Agency, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
4. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, representatives and agents. Any insurance maintained by the Agency, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.
5. The Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming the Tehama County Solid Waste Management Agency and its respective officers, officials, employees, representatives and agents as additional insureds.
6. The Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and the Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by the Agency's Manager prior to beginning the work under this Agreement. In the event any deductible and/or self-insured retention is deemed unacceptable by the Agency's Manager, either (i) the Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Agency, its officers, officials, employees, representatives or agents; or (ii) the Contractor shall provide a financial guarantee, satisfactory to the Agency's Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The Contractor shall protect, indemnify, defend and hold harmless the Agency and its officers, employees, agents, contractors, consultants and professionals (collectively, the "indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, or any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties (collective, the "Claims"), arising out of or occasioned in any way by (1) any act or omission of the Contractor, its officers, employees, agents, and assignees arising out of or in any way connected the Contractor's obligations under this Agreement; (2) in the failure of the Contractor, its officers, employees, agents, and assignees to comply in any and/or all respects with the provisions of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses, and (3) by any act or omission arising out of or in any way connected with the Agreement between Advanced Chemical Transport, LLC and Paintcare for paint program products pursuant to California Public Resources Code Sections 48700-48706.