

## Appendix E

### Washington Architectural Paint Stewardship Program Paint Transportation and Processing Agreement

This Agreement is made on this [ ] day of [ ], 2019 (“Agreement”) by and [Insert Hauler Legal Name] located at [Insert Hauler Address] (the “Transportation Provider” or “Hauler”) and PaintCare Washington LLC, a Delaware corporation having its office at 901 New York Ave., N.W., Suite 300 West, Washington, D.C. 20001. (“PaintCare”).

#### RECITALS

**Whereas**, PaintCare is the representative organization of the Washington Paint Stewardship Program (the “Program”), as set forth in Chapter 70.005.001-.0013 of Title 70 (Public Health and Safety) of the Washington Code (the “Legislation”).

**Whereas**, PaintCare will enter into agreements with household hazardous waste and other paint collection programs for the purpose of collecting post-consumer architectural paint that is accepted into the Program as a “PaintCare Product” (defined below);

**Whereas**, PaintCare desires, as part of its obligations under the Legislation to enter into agreements with transportation companies for the purposes of transporting PaintCare Products from Drop-Off Sites to Processing Facilities; and

**Whereas**, the Transportation Provider desires to participate in the Program by transporting PaintCare Products to Processing Facilities and by entering into agreements with the Processing Facilities to manage the end-of-life Processing and recycling/disposal of post-consumer PaintCare Products.

**Now, therefore**, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

#### ARTICLE 1 – DEFINITIONS

- 1.1 “Bulk/Bulking/Bulked means opening individual containers of paint and combining the latex paint into 55-gallon or larger containers marked “Latex Paint” and the oil-based paint into separate 55-gallon or larger containers marked “Oil-Based Paint.”
- 1.2 “Collection Bins” are bins provided by or approved for use by PaintCare to hold PaintCare Products, and include totes, boxes, drums, and roll-off containers.
- 1.3 “Direct Reuse” is defined in Attachment B (“Processing Facility Scope of Work”).

- 1.4 “Drop-Off Sites” means all sites (including household hazardous waste Drop-Off Sites, solid waste transfer stations, LVP sites, and retail stores) that PaintCare designates as a site from which the Transportation Provider will remove PaintCare Products. The Drop-Off Sites are identified in Attachment E, as may be amended by PaintCare from time to time to add or delete sites by providing Transportation Provider with at least ten (10) days’ notice.
- 1.5 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date for this Agreement is the date of the later signature below.
- 1.6 “Including” means “including but not limited to.”
- 1.7 “Indemnified Parties” means (i) PaintCare and its affiliate and related companies, and their member companies, officers, directors, stockholders, employees, successors, assigns, and agents, and invitees, and (ii) any individual or entity who has signed a drop-off site contract with PaintCare relating to a Drop-Off Site from which the Transportation Provider picks up PaintCare Products under this Agreement, as well as that individual’s/entity’s elected officials, officers, directors, stockholders, employees, successors, assigns, and agents.
- 1.8 “Landfill Rate” means the total volume of latex PaintCare Products Processed via disposal in a landfill (or any analogous land disposal) as a proportion of the overall total volume of latex PaintCare Products Processed under the Agreement.
- 1.9 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to transportation, unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.10 “LVP Sites” means those particular Drop-Off Sites designated by PaintCare as large-volume producers of PaintCare Products that require one-time or infrequent pickups by the Transportation Provider.
- 1.11 “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Bins, necessary for or otherwise used by the Transportation Provider to comply with and fully perform its obligations under the Agreement.
- 1.12 “Non-PaintCare Products” mean products not covered by the Program.

- 1.13 “PaintCare Products” mean the materials described in Attachment A (“PaintCare Products Definition”), which is incorporated by reference as if set forth in full.
- 1.14 “PaintCare Reporting Year” means the period from July 1 to June 30.
- 1.15 “Process,” “Processed,” or “Processing” means to treat, recycle, and/or dispose of PaintCare Products in one or more of the manners described in Attachment B (“Processing Facility Scope of Work”).
- 1.16 “Processing Facility” means a facility located within the United States or Canada that is used to Process PaintCare Products or Non-PaintCare Products under this Agreement, as listed in Attachment B (“Processing Facility Scope of Work”). The list in Attachment B is subject to additions or deletions by the Transportation Provider as permitted hereunder.
- 1.17 “Quarter/Quarterly” refers to calendar quarters ending on March 31, June 30, September 30, and December 31 during each calendar year of the term of this Agreement.
- 1.18 “Recycling” is defined in Attachment B (“Processing Facility Scope of Work”).
- 1.19 “Reuse/Recycling Rate” means the total volume of latex PaintCare Products Processed via some combination of Direct Reuse and Recycling as a proportion of the overall total volume of latex PaintCare Products Processed under the Agreement.
- 1.20 “Rural Areas” means how the term is defined by the U.S. Census Bureau, which the U.S. Census Bureau may update from time to time.
- 1.21 “Services” mean the services described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.22 “State” means the state of Washington.
- 1.23 “Spill Kit” means basic spill kit supplies provided to Drop-Off Sites, upon request, by the Transportation Provider, and includes safety glasses, protective gloves, absorbent, and plastics bags to place absorbent and other spill clean-up materials into.
- 1.24 “Temporary Collection Event” means an event hosted by a Drop-Off Site or by another authorized service provider to collect PaintCare Products that PaintCare designates as an event from which the Transportation Provider will remove PaintCare Products. The Temporary Collection Events are identified in Attachment E (Drop-Off Site Information), as may be amended by PaintCare from time to time

to add or delete events by providing the Transportation Provider with at least thirty (30) days' notice.

- 1.25 "Urban Areas" means how the term is defined by the U.S. Census Bureau, which the U.S. Census Bureau may update from time to time.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.1 The Services will commence on the Effective Date and, unless terminated sooner pursuant to the terms hereunder, will remain in full force and effect for an initial term ending on May 1, 2022.
- 2.2 Upon expiration of the initial term, the Agreement will automatically renew for additional successive one (1) year terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the start of a renewal term.
- 2.3 If the Agreement is terminated or not renewed, the Transportation Provider, at no additional cost to PaintCare, shall cooperate fully in the orderly cessation of the Services and a smooth transition of the Services to a successor designated by PaintCare.

## **ARTICLE 3 – GENERAL OBLIGATIONS OF THE TRANSPORTATION PROVIDER**

In consideration of PaintCare's payments and obligations, the Transportation Provider agrees to:

- 3.1 Except as otherwise specified herein for Temporary Collection Events or as otherwise authorized by PaintCare, Transportation Provider will pick up PaintCare Products from Drop-Off Sites on the date specified by the requesting Drop-Off Site; provided that, the Transportation Provider is not obligated to schedule a pickup to occur more quickly than five (5) business days after the date on which Transportation Provider receives a pickup request from a Drop-Off Site in an Urban Area or more quickly than ten (10) business days after the date on which Transportation Provider receives a pickup request from a Drop-Off Site in a Rural Area. Notwithstanding the foregoing, the parties will mutually agree on turnaround time requirements for scheduling pickups for Drop-Off Sites located in any island communities within the State.
- 3.2 The Transportation Provider will pick up PaintCare Products from any Temporary Collection Event on the date specified by PaintCare or by the Drop-Off Site's staff; provided, however, that PaintCare or the Drop-Off Site's staff must provide the Transportation Provider with at thirty (30) days' prior notice of the pick-up date for a Temporary Collection Event.

- 3.3 The Transportation Provider shall initially drop off empty Collection Bins and/or Spill Kits to Drop-Off Sites within ten (10) business days of the date on which the Transportation Provider receives a drop-off request from PaintCare or a Drop-Off Site (except for LVP Sites) located in an Urban Area and within fifteen (15) business days of the date on which the Transportation Provider receives a drop-off request from PaintCare or a Drop-Off Site (except for LVP Sites) in a Rural Area. The Transportation Provider is responsible for setting up empty Collection Bins at the Drop-Off Sites. Notwithstanding the foregoing, the parties will mutually agree on turnaround time requirements for scheduling such drop-offs for Drop-Off Sites located in any island communities within the State.
- 3.4 Transportation Provider is responsible for Materials and Activities needed to load and unload full/empty Collection Bins onto and off of the Transportation Provider's vehicles at all Drop-Off Sites and Temporary Collection Events.
- 3.5 Within three (3) business days of receiving a request from PaintCare to arrange for a pickup from an LVP Site, the Transportation Provider will contact the LVP Site to arrange for a pick-up of PaintCare Products. The Transportation Provider will schedule and complete the pickup of PaintCare Products from the LVP Site within ten (10) business days of contacting the LVP Site, unless the LVP Site requests and the Transportation Provider agrees to different timing. Notwithstanding the foregoing, the parties will mutually agree on turnaround time requirements for scheduling pickups from LVP Sites located in any island communities within the State.
- a. LVP Sites are not provided with Collection Bins prior to pick-up. When performing a pick-up of PaintCare Products at an LVP Site, the Transportation Provider will bring a sufficient number of empty Collection Bins and will pack oil-based PaintCare Products into separate Collection Bins from other PaintCare Products at the LVP Site to allow for safe transportation of the PaintCare Products. The Transportation Provider shall not leave any Collection Bins (full or empty) Spill Kits, or other materials at any LVP Site.
  - b. The Transportation Provider is responsible for all labor and other Materials and Activities needed for packing PaintCare Products into Collection Bins and loading PaintCare Products onto the Transportation Provider's vehicles at all LVP Collection Sites.
- 3.6 Promptly after picking up PaintCare Products at any Drop-Off Site or Temporary Collection Event, the Transportation Provider will sort the PaintCare Products, as needed, and then transport the PaintCare Products to a Processing Facility.

- 3.7 The Transportation Provider shall cause appropriate Processing and end-of-life management at Processing Facilities in accordance with Attachment B (“Processing Facility Scope of Work”) of all PaintCare Products that Transportation Provider accepts from any Drop-Off Site or Temporary Collection Event.
- 3.8 Upon reasonable request, the Transportation Provider agrees to provide a written description of the basis for its selection of any Processing Facility identified in Attachment B (“Processing Facility Scope of Work”). The Transportation Provider’s written description shall discuss any bases other than price.
- 3.9 The Transportation Provider must track all PaintCare Products that the Transportation Provider accepts from Drop-Off Sites or Temporary Collection Events to their final destination.
- 3.10 The Transportation Provider shall prepare and supply all necessary manifests, bills of lading, Collection Bin labels and markings, and shipping papers for PaintCare Products that the Transportation Provider accepts from Drop-Off Sites or Temporary Collection Events in accordance with all applicable requirements of the United States Environmental Protection Agency, the United States Department of Transportation, and all other applicable Law.
- 3.11 Upon PaintCare’s reasonable request, the Transportation Provider shall provide PaintCare with Certificates of Recycling to certify that appropriate recycling/processing has occurred for the PaintCare Products that the Transportation Provider reports to PaintCare as Processed pursuant to this Agreement.
- 3.12 The Transportation Provider shall prepare and timely submit all project deliverables, as identified and described in Attachment D (“Required Deliverables”).
- 3.13 All material will be transported, handled, repackaged and Processed in accordance with the Transportation Provider’s and Processing Facilities’ operating permits. All materials received by the Transportation Provider under this Agreement must be Processed as expeditiously as possible.
- 3.14 For all Processing of materials collected pursuant to this Agreement, the Transportation Provider will use the Processing Facilities listed by the Transportation Provider in Attachment B (“Processing Facility Scope of Work”). The Transportation Provider may add or delete Processing Facilities by giving PaintCare at least sixty (60) days’ prior written notice for each such addition/deletion.

- 3.15 The Transportation Provider must, to the extent practicable, ensure that all PaintCare Products it accepts under this Agreement are Processed in accordance with the specifications in Attachment B (“Processing Facility Scope of Work”). Notwithstanding the foregoing, the Transportation Provider’s commitment to achieve certain Processing outcomes specified in Attachment B is an integral component of this Agreement. Any failure by the Transportation Provider to achieve those Processing outcomes will constitute a material breach of this Agreement.
- a. Beginning once PaintCare has at least six (6) months of reporting data from the Transportation Provider under this Agreement, PaintCare has the option to terminate the Agreement if the Transportation Provider’s cumulative Reuse/Recycling rate for the PaintCare Reporting Year is more than ten percent (10%) lower than its target rate specified in Attachment B (“Processing Facility Scope of Work”).
  - b. Beginning once PaintCare has at least six (6) months of reporting data from the Transportation Provider under this Agreement, PaintCare may terminate the Agreement if the Transportation Provider’s cumulative Landfill Rate for the PaintCare Reporting Year is more than ten percent (10%) higher than its target rate specified in Attachment B (“Processing Facility Scope of Work”).
  - c. Beginning once PaintCare has at least six (6) months of reporting data from the Transportation Provider under this Agreement, PaintCare may terminate the Agreement if the Transportation Provider’s In-State Processing Rate for the PaintCare Reporting Year is more than thirty-five percent (35%) lower than its target rate specified in Attachment B (“Processing Facility Scope of Work”).
  - d. PaintCare will have sixty (60) days to exercise any termination rights arising from this Article 3.15 by providing a written termination notice to the Transportation Provider. The sixty (60) day window is measured from the date on which PaintCare receives the reported data from the Transportation Provider that gives rise to the termination option. The termination from a timely delivered termination notice under this Article 3.15 will take effect ninety (90) days after the effective date of the termination notice (see Article 14 (“Notices”)).
- 3.16 The Transportation Provider shall work directly with Processing Facility personnel to facilitate an efficient flow of full Collection Bins into each Processing Facility and the return of empty (if reusable) Collection Bins to Drop-Off Sites.

- 3.17 The Transportation Provider will provide a toll-free phone number and/or web-based tool to participating Drop-Off Sites to facilitate communication regarding pick-up of PaintCare Products at the Drop-Off Sites.
- 3.18 The Transportation Provider shall ensure that an appropriate number of Collection Bins and Spill Kits are available to the Drop-Off Sites at all times.
- 3.19 The Transportation Provider shall promptly notify PaintCare if the Collection Bins are not in a safe condition to transport PaintCare Products and shall not use such unsafe Collection Bins.
- 3.20 The Transportation Provider shall ensure that all work conducted in connection with the Services is performed by competent personnel employed by the Transportation Provider or working at the Transportation Provider's direction.
- 3.21 The Transportation Provider shall commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.22 The Transportation Provider will undertake commercially reasonable efforts to avoid accepting any Non-PaintCare Products from the Drop-Off Sites. If the Transportation Provider inadvertently accepts any Non-PaintCare Products, the Transportation Provider will:
  - a. immediately arrange for appropriate storage of the Non-PaintCare Products;
  - b. arrange for the transportation, and Processing of any such Non-PaintCare Products in accordance with all Law (PaintCare will compensate the Transportation Provider for the Processing of such Non-PaintCare Products as set forth in Attachment C ("Pricing")); and
  - c. report the Non-PaintCare Products to PaintCare in accordance Attachment D ("Required Deliverables).
- 3.23 Notwithstanding anything to the contrary in this Agreement, Transportation Provider is solely responsible for any Non-PaintCare Products that Transportation Provider accepts from an LVP Site. Except when a Non-PaintCare Product is discovered inside an acceptable PaintCare Product container, PaintCare is not obligated to compensate Transportation Provider for any Non-PaintCare Products that Transportation Provider accepts from an LVP Site.
- 3.24 No employee or other individual performing work on behalf of the Transportation Provider may carry a firearm during the performance of the Services.

## **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES**

The Transportation Provider represents, covenants, and warrants that:

- 4.1 The Transportation Provider is a company in good standing and qualified to carry on business in the State and any other jurisdictions in which it transports PaintCare Products, and that it has the approval, capacity, and authority to enter into this Agreement and to fully perform its obligations under this Agreement.
- 4.2 This Agreement does not in any way conflict with any other agreements of the Transportation Provider.
- 4.3 The Transportation Provider possesses the business, professional, and technical expertise, training, and required to perform the Services.
- 4.4 The Transportation Provider possesses the equipment, facilities, and employees to perform its obligations under this Agreement.
- 4.5 The Transportation Provider shall perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services.
- 4.6 The Transportation Provider and its facilities, employees, or agents have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by Law that are necessary to perform the Services.
- 4.7 Any Processing Facility used by the Transportation Provider under this Agreement has been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by Law that are necessary to perform the Services.
- 4.8 The Transportation Provider possesses the expertise and professional capabilities to select reputable Processing Facilities that will comply with all applicable Law and Process all materials collected pursuant to this Agreement in accordance with Attachment B (“Processing Facility Scope of Work”).
- 4.9 The Transportation Provider possesses the necessary expertise and professional capabilities to monitor the performance of the Processing Facilities to ensure that they comply with all applicable Law and meet all obligations applicable to them under this Agreement.

## **ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE**

- 5.1 PaintCare agrees to compensate the Transportation Provider for its performance of the Services as set forth in Article 7 (“Payment and Consideration”), and Attachment C (“Pricing”).
- 5.2 PaintCare has no authority to manage, direct, or supervise employees, representatives, or agents of the Transportation Provider, including how they perform any work and achieve compliance with applicable Law. PaintCare has no responsibility for making day-to-day and critical decisions regarding the Services.

- 5.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Transportation Provider. The Transportation Provider shall not restrict PaintCare from contracting with other entities under the Program, nor shall PaintCare restrict the Transportation Provider from contracting with other entities outside of the PaintCare Program.

#### **ARTICLE 6 – TITLE AND RISK OF LOSS**

- 6.1 The Transportation Provider (and not PaintCare) shall have title to and risk of loss and liability for any PaintCare Products that the Transportation Provider receives through the Program, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and other applicable Law. By accepting PaintCare Products or any Non-PaintCare Products for transportation at a Drop-Off Site or Temporary Collection Event, the Transportation Provider assumes title to and risk of loss and liability for those products.
- 6.2 PaintCare is in no way responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Transportation Provider or by any of its employees or contractors.
- 6.3 If in the course of rendering the Services and fulfilling its obligations under this Agreement, the Transportation Provider's personnel or equipment cause any damage to the property of PaintCare or any third party, the Transportation Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage. This paragraph does not apply to the extent that the damage to property owned by PaintCare or a third party is caused by the negligence or willful misconduct of PaintCare or that third party.

#### **ARTICLE 7 – PAYMENT AND CONSIDERATION**

- 7.1 Payment for all Services shall be made in United States currency. PaintCare shall pay the Transportation Provider in the manner set forth in Attachment C ("Pricing").
- 7.2 The Transportation Provider will invoice PaintCare on a calendar month basis, with each invoice submitted to PaintCare no later than thirty (30) days after the end of the calendar month in which the invoiced services were performed. The Transportation Provider must submit invoices in an acceptable form and with all required information pursuant to this Agreement. PaintCare, in its sole discretion, reserves the right to refuse payment of any deficient invoice or any portion thereof, until the invoice meets all of the requirements set forth in this Agreement.
- a) Each invoice must include the information set forth below:
- i. Bill to address
  - ii. Transportation Provider name and address;
  - iii. Payment remittance address;

- iv. Invoice number;
  - v. Invoice date;
  - vi. Purchase order number, issued by PaintCare, (default value will be the PaintCare contract number);
  - vii. Itemized details of all services provided to each Drop-Off Site including:
    - 1. Site code and site name, provided by PaintCare, and site address;
    - 2. Date of shipment;
    - 3. Pricing zone (if any)
    - 4. Item description (description of each billable item);
      - a. Note: If the item describes paint, include the count of container(s), type of container(s), size of container(s); gross weight of container(s), paint type (latex, oil-based, or mixed), and packaging method (loose pack or bulk);
    - 5. Count of item(s);
    - 6. Unit of measure for each item (e.g. lbs, gal, each, hr., etc.);
    - 7. Unit price per item;
    - 8. Extended price per item;
  - viii. Total invoice amount (must be on the front page);
  - ix. A one-page invoice summary sheet for each invoice with subtotals for each PaintCare expense account. The summary sheet is not required, if the same information is shown on the first page of the vendor's invoice. A template of the cover sheet is provided in Attachment H.
- b) Documentation to evidence the number of labor hours charged in the invoice, if applicable; and
  - c) A legible copy of each shipping document relating to transportation services charged in the invoice. Each such shipping document should have (at a minimum) the following information:
    - 1. The name, address, and telephone number of the originating Drop-Off Site, and the destination of the PaintCare Products (and/or Non-PaintCare Products, if applicable);

2. The number of Collection Bins (by size) and the total weight (in pounds) of PaintCare Products (and/or Non-PaintCare Products, if applicable) being transported;
  3. The date on which the Transportation Provider shipped the PaintCare Products (and/or Non-PaintCare Products, if applicable) from the originating location; and
  4. The signatures of the Transportation Provider and a representative of the originating Drop-Off Site.
- 7.3 All amounts paid by PaintCare to the Transportation Provider are subject to audit by PaintCare, as set forth in Article 8 (“Audit and Inspection Rights of PaintCare”).
- 7.4 The Transportation Provider shall submit all invoices to PaintCare by the method and/or at the address specified below. PaintCare shall send all payments made to the Transportation Provider at the address specified below.

To: PaintCare Washington LLC  
Attn: PaintCare Accounting  
E-mail: [paintcare@bill.com](mailto:paintcare@bill.com)  
Address: 901 New York Avenue NW  
Suite 300 West  
Washington, DC 20001

To:  
Attn:  
Phone:  
E-mail:  
Address:

- 7.5 Provided that the Transportation Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within thirty (30) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Transportation Provider of said objections and describe in reasonable detail the basis for the objections. Any disputes regarding an invoice (or any portion of an invoice) will be settled according to Article 16 (“Dispute Resolution”). During any such dispute, the Transportation Provider shall continue with its responsibilities under this Agreement and will not stop providing the Services or terminate the Agreement, and PaintCare shall be obligated to make all payments due to the Transportation Provider over which there is no good-faith dispute.
- 7.6 PaintCare’s payment of all or a part of an invoice neither relieves the Transportation Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare.

- 7.7 The Transportation Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Transportation Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Transportation Provider represents that PaintCare, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Transportation Provider will promptly notify PaintCare upon discovery of any instances where the Transportation Provider becomes aware of any discrepancies in relation to documents under this Article.

## **ARTICLE 8 – AUDITS**

- 8.1 The Transportation Provider shall conduct periodic audits of all Processing Facilities used to Process PaintCare Products under this Agreement in accordance with Attachment G (“Transportation Provider Audit Requirements”).
- a. The Transportation Provider must submit to PaintCare a written report promptly upon completion of each audit. Such written reports must include sufficient detail to verify Processing Facility compliance with each audit requirement identified in Attachment G.
  - b. If any Processing Facility fails to meet any of the audit requirements set forth in Attachment G, the Transportation Provider will promptly notify PaintCare and will immediately suspend use of that Processing Facility for PaintCare Products until the Processing Facility demonstrates to the Transportation Provider’s satisfaction that it complies with all requirements in Attachment G. If the Transportation Provider needs to suspend use of a Processing Facility, the Transportation remains responsible for meeting all of its obligations under this Agreement through use of one or more alternative Processing Facilities.
  - c. PaintCare may make reasonable changes to the list of audit requirements set forth in Attachment G by providing the Transportation Provider at least ninety (90) days’ prior written notice of the changes.
- 8.2 PaintCare and its representatives, including the Drop-Off Sites and Temporary Collection Event staff with which PaintCare contracts, may (a) monitor and verify that the Transportation Provider, and its contracted Processing Facilities, have complied with this Agreement and all applicable Law, and (b) consult with the Transportation Provider about such compliance, including the manifesting, transporting, storage, processing and disposal of any PaintCare Products for which that particular Drop-Off Site is the generator or in any way legally responsible under applicable Law.
- 8.3 PaintCare, it’s designee, and/or a representative or designee of any Drop-Off Site serviced by the Hauler pursuant to this Agreement may, with at least one (1) week’s prior notice, audit and inspect Transportation Provider’s contracted storage, processing and disposal facilities that handle the Drop-Off Site’s and Temporary Collection Event’s PaintCare Products during the facilities’ hours of

operation. The Transportation Provider shall secure such audit and inspection rights, which must include reasonable access to all portion of the facilities at which PaintCare Products are received, stored, managed, Processed, or otherwise handled at the facility. Nothing in this section provides PaintCare with the right or ability to control, supervise, or manage (1) the employees of the Transportation Provider or any of its subcontractor(s); (2) the activities undertaken by the Transportation Provider or its subcontractor(s) in the performance of the Services; and (3) the means by which the Transportation Provider or its subcontractor(s) meet all requirements, including complying with applicable Law.

- 8.4 The Transportation Provider agrees to maintain and to make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Transportation Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, records, or other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 8.5 The Transportation Provider shall maintain records detailing:
- a. The quantity of paint given to it by the Drop-Off Sites to transport in the form of a shipping document (e.g., a bill of lading or manifest). The shipping document shall include:
    - i. The name, address, and telephone number of the originating Drop-Off Site, and the destination of the PaintCare Products.
    - ii. The quantity of PaintCare Products being transported.
    - iii. The date on which the Transportation Provider accepted the PaintCare Products for transportation from the originating location.
    - iv. The signatures of the Transportation Provider and a representative of the originating Drop-Off Site;
  - b. Any and all Certificates of Recycling and/or Disposition received by the Transportation Provider for Processing PaintCare Products; and
  - c. Records of any inspections required by Law.
- 8.6 The Transportation Provider shall maintain all data and records relating to this Agreement in an accessible location and condition for a period of not less than three (3) years from the date of the report, or after final payment under this Agreement or until after final audit has been resolved, whichever is later. The Transportation Provider will include this requirement in any subcontract for Services performed under this Agreement (including the Processing Facilities).

## **ARTICLE 9 – INDEMNIFICATION**

- 9.1 The Transportation Provider, and its successors and assigns, shall defend, indemnify, and hold harmless the Indemnified Parties from and against all claims, suits, demands, obligations (including any obligation for PaintCare to indemnify

others), losses, damages (including punitive or exemplary damages), liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services, the operations of the Transportation Provider or its subcontractor(s), or the performance of the Transportation Provider's obligations under this Agreement. This indemnification does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from negligence, willful misconduct, or breach of this Agreement attributable to PaintCare. The foregoing indemnity includes reasonable fees of attorneys, consultants, experts, and related costs, as well as PaintCare's costs of investigating any claims against an Indemnified Party.

- 9.2 The Transportation Provider (and not PaintCare) is responsible for any damages (including any special, consequential, indirect, or incidental damages) resulting in whole or in part from the Transportation Provider's acts or omissions or from the performance of the Services. Notwithstanding any other provision of this Agreement, PaintCare will not be liable for any indirect, special, consequential, punitive, or incidental damages, whether based on breach of contract, tort (including negligence), or any other legal theory, even if advised of such potential damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights that PaintCare may have under the applicable law.

## **ARTICLE 10 – INSURANCE**

- 10.1 The Service Provider shall comply with the requirements set forth in Attachment F (“Insurance Requirements for PaintCare Transportation & Processing Vendors”).
- 10.2 PaintCare at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, “PaintCare Required Insurance”):
- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate; and
  - b. Environmental Pollution Liability Insurance with limits not less than \$1,000,000 each occurrence, and \$ 1,000,000 in the aggregate.

## **ARTICLE 11 – TERMINATION OF AGREEMENT**

- 11.1 Either party may terminate this Agreement upon prior written notice if the other party:

- a. has breached any material provision of this Agreement, and has failed to cure such breach within ten (10) days of receiving written notification of such breach from the other party; or
- b. has violated applicable Law.

Any notice of termination must specify the date on which this Agreement terminates if not cured and the reasons for termination.

- 11.2 At the time of termination of this Agreement, unless otherwise instructed by PaintCare, the Transportation Provider shall assemble all Collection Bins supplied by PaintCare, whether full or not full, and make them available for pick up at a location reasonably determined by PaintCare.

## **ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING**

- 12.1 The Transportation Provider may not assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of PaintCare, which consent shall not be unreasonably withheld. Any change of control by the Transportation Provider constitutes an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Transportation Provider. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.
- 12.2 Excluding use of a Processing Facility listed on Attachment B (“Scope of Work”), the Transportation Provider may not subcontract any part of the Services without prior written approval of PaintCare.
- a. As part of any permitted subcontract hereunder, the Transportation Provider must cause the subcontractor to be bound by all of the same terms and conditions set forth in this Agreement that apply to Transportation Provider.
  - b. If the Transportation Provider subcontracts out any portion of the Services as permitted under this Agreement, nothing contained in this Agreement or otherwise, will create any contractual relationship between PaintCare and the Transportation Provider’s subcontractors.
  - c. No subcontract will relieve the Transportation Provider of its responsibilities and obligations hereunder. The Transportation Provider will be as fully responsible to PaintCare for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Transportation Provider.
- 12.3 The Transportation Provider’s obligation to pay its subcontractors is an independent obligation from PaintCare’s obligation to make payments to the Transportation Provider. As a result, PaintCare has no obligation to pay or to

enforce the payment of any moneys to any subcontractor of the Transportation Provider.

### **ARTICLE 13 – FORCE MAJEURE**

- 13.1 Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by an occurrence of Force Majeure. In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.
- 13.2 An occurrence of “Force Majeure” means (i) riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or a threat of any such items) whose effects prevent safe passage of vehicles upon state, or federal highways for a continuing period of not less than fourteen (14) days, or (ii) federal, or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

### **ARTICLE 14 – NOTICES**

- 14.1 Except where otherwise expressly authorized, notice will be by facsimile, email, first-class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth below. Either party may update the information in this section by providing written notice to the other party.

To: PaintCare Washington LLC  
Attn: PaintCare General Counsel  
Fax: (855) 385-2020  
Email: legal@paintcare.org  
Address: 901 New York Avenue NW  
Suite 300 West  
Washington, DC 20001

To: [REDACTED]  
Attn: [REDACTED]  
Fax: [REDACTED]  
E-mail: [REDACTED]  
Address: [REDACTED]

14.2 Notice is effective upon delivery. If delivery is refused, notice must be attempted by an alternate method hereunder. If delivery is refused for more than one method of notice hereunder, notice is deemed to be effective as of the date the second notice was attempted.

**ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS**

- 15.1 The parties intend that the Transportation Provider and its subcontractors (including the Processing Facilities), in performing the Services specified herein, are acting as independent contractors and that the Transportation Provider and/or its subcontractors, as applicable, will control all work relating to the Services and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 15.2 The Transportation Provider is solely liable and responsible for providing all compensation and benefits to all persons performing work on its behalf pursuant to this Agreement. PaintCare has no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Transportation Provider or its subcontractors.
- 15.3 The Transportation Provider understands and agrees that all persons performing work on its behalf pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Transportation Provider and not employees of PaintCare. The Transportation Provider is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Transportation Provider pursuant to this Agreement.

**ARTICLE 16 – DISPUTE RESOLUTION**

- 16.1 Both parties shall, in good faith, attempt to negotiate amicable resolutions to all disputes arising out of this Agreement.
- 16.2 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement shall be exclusively settled by arbitration under the laws of the State of Delaware, in accordance with the rules of the American Arbitration Association.
- 16.3 The parties agree to the consolidation of any arbitration between them with any other arbitration involving, arising from or relating to this Agreement.

- 16.4 Each party hereto accepts the jurisdiction of the courts of Washington, D.C. for the purposes of commencing, conducting and enforcing an arbitration proceeding pursuant to this Article. Each party hereto will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party in accordance with Article 14. Any such notice complying with this Article 16.4 will have the same effect as if the party had been personally served within Washington, D.C.
- 16.5 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.
- 16.6 Subject to any termination rights otherwise provided under this Agreement, the parties shall continue with their respective responsibilities under this Agreement during any dispute.

#### **ARTICLE 17 – COMPLIANCE WITH LAW**

- 17.1 The Transportation Provider shall comply with all Law applicable to this Agreement. The Transportation Provider shall thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters which may affect the Services, including the Law governing the Services and this Agreement. Any failure by the Transportation Provider to thoroughly familiarize itself with such matters shall not relieve the Transportation Provider of its obligations under this Agreement.
- 17.2 The Transportation Provider shall promptly notify PaintCare in writing upon discovery of any failure, or any allegation of any failure, of the Transportation Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 17.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

#### **ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE**

- 18.1 The Transportation Provider is responsible for safety, health, and environmental protection related to and in the performance of the Services and shall take appropriate measures required by applicable Law and legal standards to ensure that it and its subcontractors:
- a. provides and maintains safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;

- b. protects and safeguards (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) property and equipment from damage or loss.
  - c. complies with all applicable Law governing the generation, handling, management, treatment, storage, and disposal of hazardous wastes, including licensing requirements, for household waste Drop-Off Sites pursuant to the applicable permits and State laws; and
  - d. complies with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration (“OSHA”), U.S. Environmental Protection Agency (“EPA”), and delegated State programs authorized by OSHA and EPA.
- 18.2 The Transportation Provider shall not allow the release of hazardous substances, hazardous wastes, or hazardous materials that require a notification cleanup, or response action under any applicable permit or Law, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, or other applicable Law.
- 18.3 The Transportation Provider shall immediately notify PaintCare of any circumstance or occurrence during the performance of the Services that require reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under other applicable Law, and shall make such report immediately. The Transportation Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.
- 18.4 In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Transportation Provider shall immediately notify PaintCare and shall take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law including applicable cleanup standards. As between the parties, the Transportation Provider is solely responsible for the costs of such action and any liability and damages of any type, including actual, incidental, consequential, and punitive. The Transportation Provider should not delay the undertaking of appropriate action because of any inability to notify PaintCare.

#### **ARTICLE 19 – CONFIDENTIALITY/PUBLICITY**

- 19.1 The Transportation Provider shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise be provided hereunder or required by law. However, in recognizing the Transportation

Provider's need to identify its Services and related clients to sustain it, PaintCare shall not inhibit the Transportation Provider from publishing its role in the Program within the following conditions:

- a. The Transportation Provider may utilize and develop publicity material regarding the PaintCare Program only upon the prior written consent of PaintCare, which consent shall not be unreasonably withheld; and
- b. During the term of the Agreement, the Transportation Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of PaintCare without the prior written consent of PaintCare, which consent shall not be unreasonably withheld.

## **ARTICLE 20 – MISCELLANEOUS PROVISIONS**

- 20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 20.3 **Entire Contract.** This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein.
- 20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized representatives of the parties hereto.
- 20.5 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 20.6 **Calendar Days.** Any reference to the word "day" or "days" herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

- 20.7 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and, other than the Indemnified Parties, no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 20.8 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representative signing this Agreement has the authority to execute this Agreement on behalf of the applicable party and to bind that party to its contractual obligations hereunder.
- 20.9 **Survivability.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including: Article 4 (“Representations and Warranties”); Article 6 (“Title and Risk of Loss”); Article 8 (“Audit and Inspection Rights of PaintCare”); Article 9 (“Indemnification”); Article 15 (“Independent Contractor Status”); Article 16 (“Dispute Resolution”); Article 17 (“Compliance with Law”); Article 18 (“Safety, Health, and Environmental Protection; Releases of Hazardous Substances; Emergency Response”); and Article 19 (“Confidentiality/Publicity”).

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be executed by its duly authorized representative.

By:

\_\_\_\_\_  
 Authorized Signatory  
**PaintCare Washington LLC**

\_\_\_\_\_  
 Authorized Signatory  
**[Insert Hauler’s Legal Name]**

\_\_\_\_\_  
 Print Signatory’s Name

\_\_\_\_\_  
 Print Signatory’s Name

\_\_\_\_\_  
 Print Signatory’s Title

\_\_\_\_\_  
 Print Signatory’s Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A: PAINTCARE PRODUCTS DEFINITION

- A. “PaintCare Products” means Architectural paint as defined in the Legislation, as applicable, as follows:
- a. “Architectural Paint” means interior and exterior architectural coatings, sold in containers of five gallons or less. Architectural paint does not include industrial, original equipment or specialty coatings.
- B. The following terms have the meanings indicated:
- a. “Architectural Coatings” mean a coating recommended for field application to stationary structures and their appurtenances, to portable buildings, to pavements, or to curbs, but excluding adhesives and coatings recommended by the manufacturer or importer solely for shop applications or solely for application to non-stationary structures, such as airplanes, ships, boats, and railcars.
  - b. “Industrial Maintenance Coatings” clearly labelled either (1) “For industrial use only” or (2) “For professional use only” or (3) “Not for residential use” or “Not intended for residential use” mean high performance architectural coatings, including primers, sealers, undercoaters, intermediate coats, and topcoats, formulated and recommended for application to substrates exposed to one or more of the following extreme environmental conditions in an industrial, commercial, or institutional setting:
    - i. Immersion in water, wastewater, or chemical solutions (aqueous and non-aqueous solutions), or chronic exposure of interior surfaces to moisture condensation;
    - ii. Acute or chronic exposure to corrosive caustic, or acidic agents, or to chemicals, chemical fumes, or chemical mixtures or solutions;
    - iii. Repeated exposure to temperatures above 102°C (250° F);
    - iv. Repeated (frequent) heavy abrasion, including mechanical wear and repeated (frequent) scrubbing with industrial solvents, cleansers, or scouring agents; or
    - v. Exterior exposure of metal structures and metal components.
  - c. “Original Equipment Coatings” mean coatings that are applied to a product or a component of a product in a factory, shop, or other structure as part of a manufacturing production, finishing or repairing process (e.g., original equipment manufacturing coatings).
  - d. “Speciality Coatings” mean coatings, defined by the Federated Society of Coatings Technology’s Coatings Encyclopedic and includes arts and crafts, and automotive refinish coatings.

- C. PaintCare Products include the following non-exclusive listing of products in a maximum container of 5 gallons:
- a. Interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
  - b. Deck coatings and floor paints (including elastomeric)
  - c. Primers, sealers, undercoaters
  - d. Stains
  - e. Shellacs, lacquers, varnishes, urethanes (single component)
  - f. Waterproofing concrete/masonry/wood sealers and repellents (not-tar or bitumen-based)
  - g. Metal coatings, rust preventatives
  - h. Field and lawn paints
- D. PaintCare Products excludes, without limitation, the following, regardless of container size:
- a. Paint thinners, mineral spirits and solvents
  - b. Aerosol paints (spray cans)
  - c. Auto and marine paints
  - d. Art and craft paints
  - e. Caulking compounds, epoxies, glues, adhesives
  - f. Paint additives, colorants, tints, resins
  - g. Wood preservatives (containing pesticides)
  - h. Roof patch and repair
  - i. Tar and bitumen-based products
  - j. 2-component coatings
  - k. Deck cleaners
  - l. Traffic and road marking paints
  - m. Industrial Maintenance (IM) coatings
  - N. Original Equipment Manufacturer (OEM) (shop application) paints and finishes

## **ATTACHMENT B: PROCESSING FACILITY SCOPE OF WORK**

- B-1 The Transportation Provider's recipient Processing Facilities shall Process PaintCare Products in one of the manners set forth below and may not Process or manage PaintCare Products in any other manner unless authorized in advance by PaintCare:
- a. The Processing Facilities must Process PaintCare Products as set forth below. In the case of any ambiguity or disagreement regarding how a particular Processing method is classified for the purposes of this Agreement, the classification will be made by PaintCare in its sole discretion.
    - i. Most Preferred Methods
      1. Direct Reuse: The Collected latex or oil-based PaintCare Products are sold or given away in the United States in their original containers and labels without any alteration of the container contents.
      2. Recycling: refers to any process by which PaintCare Products are transformed or remanufactured into usable or marketable materials for use other than landfill disposal, energy recovery, or incineration.
    - ii. Acceptable Methods
      1. Incineration: collected oil-based PaintCare Products are processed by burning, which includes but is not limited to "waste to energy" facilities that convert waste materials into usable heat, electricity, or fuel.
      2. Alternative Daily Cover: collected latex PaintCare Products are used as an ingredient in producing an alternative daily landfill cover product.

iii. Least Preferred Methods

1. Disposal: any processing method that involves the collected material being disposed of in a landfill.

b. The Processing Facilities shall manage Non-PaintCare Products in accordance with applicable federal, state and local Law.

B-2 **Target Reuse/Recycling Rate.** The Transportation Provider must ensure that at least [redacted] % of all latex PaintCare Products collected pursuant to this Agreement are managed by some combination of Direct Reuse and Recycling.

B-3 **Target Maximum Landfill Rate.** The Transportation Provider must ensure that no more than [redacted] % of all latex PaintCare Products collected pursuant to this Agreement are Processed via Disposal in a landfill.

B-4 **Target In-State Latex Processing Rate.** The Transportation Provider shall ensure that at least [redacted] % of the total latex PaintCare Products collected pursuant to this Agreement are Processed entirely by in-state Processing Facilities.

B-5 The Transportation Provider shall require its Processing Facility's to recycle all empty PaintCare Product containers to the extent practicable.

B-6 The following is a list of Processing Facilities that Transportation Provider intends to utilize, including any downstream subcontractor, used to Process PaintCare Products and Non-PaintCare Products, and the location of those Processing Facilities.

a. Latex Paint:

b. Oil Based:

c. Non-PaintCare:

## ATTACHMENT C: PRICING

### Price Sheet for Retail and Transfer Station Drop-Off Sites

#### 1. TRANSPORTATION

Zone	per Bin (and 1-bin surcharge)	per 55-Gal Drum	Initial Delivery of Bins
1			

Zone	List the Counties and/or Zip Codes Included in Zone
1	

#### 2. PROCESSING

Description	Packing	Management Method(s)		Cost Per Gross Pound
		Latex Paint	Oil-Based Paint	
Commingled Latex and Oil-Based Paint	Loose Pack			

#### 3. SUPPLIES/OTHER

Item	Description / Size	Cost per Unit
Disposable bin, pallet, and liner		
Drum		
Spill kit		
e-Manifest	N/A	

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**4. NON-PAINTCARE PRODUCTS (LOOSE PACKED)**

Description	Management Method	Processing Facility	Cost Per Gross Pound
Aerosols			
Pesticides/Toxic Solids			
Pesticides/Toxic Liquids			
Corrosives (Acids/Bases)			
Non-RCRA			
Oxidizers			
Reactive ( 4.2, 4.3, 5.2)			
Flammable Liquids/Solids			

## Price Sheet for Large Volume Pick Up (LVP) Service

### 1. TRANSPORTATION

Zone	per Bin	Per 55-Gal Drum
1		

Zone	List the Counties and/or Zip Codes Included in Zone
1	

### 2. PROCESSING

Description	Packing	Management Method(s)	Cost Per Gross Pound
Latex Paint	Loose Pack		
Oil-Based Paint	Loose Pack		

### 3. SUPPLIES/OTHER

Item	Description / Size	Cost per Unit
Disposable bin, pallet, and liner		
Drum		
e-Manifest	N/A	

### 4. LABOR

Description	Hourly
Driver, on-site time	

Technician, on-site time	

## Price Sheet for PaintCare One-Day Drop-Off Events

### 1. TRANSPORTATION

Zone	per Bin	Per 55-Gal Drum
1		

Zone	List the Counties and/or Zip Codes Included in Zone
1	

### 2. PROCESSING

Description	Packing	Management Method(s)	Processing Facility	Cost Per Pound (gross wt.)
Latex Paint	Loose Pack			
Oil-Based Paint	Loose Pack			

### 3. SUPPLIES

Description	Cost per Unit
Disposable bin, pallet, and liner <Add size and description of bin>	

55-gallon drum	

**4. EQUIPMENT**

Description	Cost per Unit
Forklift, per day	
Portable toilet, per day	
Box truck, per hour	
Tractor-trailer, per hour	
Roll-off, per hour	

**5. LABOR**

Description	Hourly
Driver	
Supervisor	
Chemist	
Technician	
Traffic Control	

**6. OTHER**

Description	Cost per Unit

## Price Sheet for Household Hazardous Waste (HHW)

### 1. TRANSPORTATION

Zone	per Bin	Per 55-Gal Drum
1		

Zone	List the Counties and/or Zip Codes Included in Zone
1	

### 2. PROCESSING

Description	Packing	Management Method(s)	Processing Facility	Cost Per Pound (gross wt.)
Latex Paint	Loose Pack			
Oil-Based Paint	Loose Pack			

### 3. SUPPLIES

Description	Cost per Unit
Disposable bin, pallet, and liner <Add size and description of bin>	
55-gallon drum	

## ATTACHMENT D: REQUIRED DELIVERABLES

**Tracking and Reporting:** The Transportation Provider shall provide PaintCare with the reports set forth below. Monthly reports must be provided within forty-five (45) days after each month during the term of the contract. Quarterly reports must be provided within forty-five (45) days after each Quarter during the term of the contract.

- a. **Monthly Service Report** detailing activity, per Drop-Off Site, for all services during the month (regardless of the invoice date). This report will also serve to communicate the actual pounds of PaintCare Products collected at each Drop-Off Site during the month. The Monthly Service Report must include, at a minimum:
  - Invoice number
  - Invoice date
  - Purchase order number, issued by PaintCare, (default value will be the PaintCare contract number)
  - Drop-Off Site information: site name, site address, and site code (e.g., RI1002, provided by PaintCare)
  - Date of shipment
  - Pricing zone (if any)
  - Item description (description of each billable item). Note: If the item describes paint, include the count of bin(s), type of bin(s), size of bin(s); gross weight of bin(s) measured by a certified or calibrated scale, paint type (latex, oil-based, or mixed), and packaging method (loose pack or bulk)
  - Count of item(s)
  - Unit of measure for each item (e.g., lb., gal, each, hr., etc.)
  - Unit price per item
- b. **Monthly Non-PaintCare Product Report** detailing activity, per Drop-Off Site, for all Drop-Off Sites during the month including:
  - Drop-off Site information: site code and site name, provided by PaintCare, and site address
  - Date of shipment
  - Number of containers (by size) and the total weight (in pounds) for each type of Non-PaintCare Product that the Transportation Provider picks up from each Drop-Off Site during the reporting month.

- c. **Quarterly Processing Report** detailing activity, per Processing Facility, for all materials Processed during the Quarter including:
- Processing Facility information, including name and address
  - Type of paint Processed, Processing method(s), and total gallons Processed by each method
  - Type of paint containers Processed (metal and plastic), Processing method(s), and total pounds Processed by each method

**ATTACHMENT E: DROP-OFF SITE INFORMATION**

**HHW Drop-Off Sites:**

<b>Facility Name</b>	<b>Address</b>	<b>Contact Person</b>	<b>Phone</b>

**Retail Drop-Off Sites:**

<b>Facility Name</b>	<b>Address</b>	<b>Contact Person</b>	<b>Phone</b>

**Transfer Stations and Other Drop-Off Sites:**

<b>Facility Name</b>	<b>Address</b>	<b>Contact Person</b>	<b>Phone</b>

**Temporary Collection Events:**

<b>Date of Event</b>	<b>Address for Pick-up</b>	<b>Contact Person</b>	<b>Phone</b>

## ATTACHMENT F: INSURANCE REQUIREMENTS FOR PAINTCARE TRANSPORT & PROCESSING VENDORS

1. **Hauler's Required Insurance.** The Hauler must continuously carry (without interruption) the following types of insurance and ensure that any subcontractor (of any level or tier) that transports PaintCare Products pursuant to this Agreement carry the following types of insurance:
  - a. **Commercial General Liability** insurance written on an occurrence coverage basis covering claims for bodily injury, death, and property damage (including loss of use), personal injury, and advertising injury, at least as broad as the 1986 (or later) *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition occurrence form.
  - b. **Automobile Liability** insurance covering liability arising from the use or operation of any auto, including owned, hired, leased, rented and non-owned vehicles. The coverage must be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition. If the Services include transportation of "pollutants" (as defined in *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition), either (i) Hauler's Automobile Liability policy must include the MCS-90 endorsement and the CA99 48 endorsement and otherwise cover liability arising from all handling or release of the pollutants by the Hauler, including during transport and during loading/unloading, and/or (ii) Hauler must carry a Contractor's Pollution Liability policy with limits that meet or exceed those limits outline herein and that covers liability arising from all handling or release of the pollutants by the Hauler, including during transport and during loading/unloading.
  - c. **Workers' Compensation** meeting or exceeding the requirements imposed by statute or law in (i) the State of the Project and (ii) all other States, if any, in which Services are performed, including as may be available on a voluntary basis. Statutory coverage must be provided in all State(s) in which any of the Services are being performed, including as may be available on a voluntary basis.
  - d. **Employer's Liability** insurance providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed by a workers' compensation law.
  - e. **Umbrella or Excess Liability** insurance providing excess limits over, at a minimum, the Commercial General Liability, Automobile Liability, and Employer's Liability policies. Such insurance must be on an occurrence basis in excess of the underlying insurance described in this Article and must be at least as broad as each and every one of the underlying policies.
2. **Insurance Requirements for Processing Facilities.** Hauler must ensure that any Processing Facility or other facility used to store, sort, treat, process, recycle, handle or

otherwise manage Collected PaintCare Products pursuant to this Agreement carry the following types of insurance:

- a. **Commercial General Liability**, meeting the specifications set out in Section 1(a) above. Any processing facility the creates a product that is sold or given away to others must also include product liability coverage through the longer of the applicable statute of repose or statute of limitations period;
- b. **Commercial Automobile Liability**, meeting the specifications set out in Section 1(b) above;
- c. **Worker's Compensation**, meeting the specifications set out in Section 1(c) above;
- d. **Employer's Liability**, meeting the specifications set out in Section 1(d) above; and
- e. **Umbrella or Excess Liability**, meeting the specifications set out in Section 1(e) above.

Any Processing Facility or other facility used to store, sort, treat, process, recycle, handle, or otherwise manage materials that are classified as "hazardous" under the Resource Conservation and Recovery Act and/or under applicable state or local law must also carry the following additional insurance:

- f. **Pollution Legal Liability** insurance applying to all locations at which Hauler (or a Processing Facility or other subcontractor) stores, consolidates, sorts, processes, recycles, handles, treats, or otherwise manages any materials received pursuant to this Agreement. This policy must also be broad enough to cover the pickup, transport, loading or unloading of materials, or other required work to fulfill this Agreement, and any releases from any of these activities, except to the extent such activities are covered by the Hauler's (or a Processing Facility's or other subcontractor's) Automobile or Contractor's Pollution Liability policies meeting the requirements of this Agreement. The Pollution Legal Liability insurance must cover: bodily injury, sickness, disease, death or mental anguish or shock sustained by any person; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, on-site and off-site clean-up costs, natural resource damages, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims; and products and completed operations. The Pollution Legal Liability insurance must be maintained with at least minimum limits as outlined herein covering sudden and gradual pollution losses arising out of the operations and completed operations associated with work performed under this Agreement.

**3. Minimum Limits of Insurance.**

- a. All insurance that the Hauler, the Processing Facilities, and any subcontractors of either are required to carry pursuant to this Agreement must meet the following minimum limits (or any higher limits that may be mandated by applicable law):

<b>Type of Insurance</b>	<b>Minimum Limits Required Per Claim/Occurrence</b>	<b>Minimum Limits Required Aggregate Policy Limits</b>
<b>1. Commercial General Liability</b>	\$ 1,000,000	\$ 2,000,000
<b>a. Bodily Injury/Property Damage</b>	\$ 1,000,000	\$ 2,000,000
<b>b. Products/Completed Operation</b>	\$ 1,000,000	\$ 2,000,000
<b>c. Personal and Advertising Injury</b>	\$ 1,000,000	\$ 2,000,000
<b>d. Loss of Use Insurance</b>	\$ 1,000,000	\$ 2,000,000
<b>2. Commercial Automobile Liability</b>	\$1,000,000 Combined Single Limit Each Accident (if managing only non-hazardous PaintCare Products)	\$ N/A
<b>3. Worker's Compensation</b>	Statutory Limits	Statutory Limits
<b>4. Employer's Liability (Bodily Injury by Accident)</b>	\$ 1,000,000	\$ N/A
<b>a. By Disease</b>	\$ 1,000,000	\$ N/A
<b>b. Each Accident</b>	\$ 1,000,000	\$ N/A
<b>c. Each Employee</b>	\$ 1,000,000	\$ N/A

<b>Type of Insurance</b>	<b>Minimum Limits Required Per Claim/Occurrence</b>	<b>Minimum Limits Required Aggregate Policy Limits</b>
<p>5. Umbrella Excess Liability Insurance (if liability arising from all handling of pollutants by the Hauler is covered by Contractor's Pollution Liability)</p>	<p>\$ 5,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>	<p>\$ 5,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>
<p>5. Umbrella Excess Liability Insurance (if liability arising from all handling of pollutants by the Hauler is covered by Auto)</p>	<p>\$ 10,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$15,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>	<p>\$ 10,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$15,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>
<p>6. Contractor's Pollution Liability</p>	<p>\$2,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$5,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>	<p>\$5,000,000 (if managing only non-hazardous PaintCare Products)</p> <p>\$10,000,000 (if managing oil-based paint or other hazardous PaintCare Products)</p>
<p>7. Pollution Liability Insurance (Facility Coverage)</p>	<p>\$5,000,000</p>	<p>\$10,000,000</p>

- b. Should any of the Hauler's (or any subcontractor's or Processing Facility's) insurance be provided under a form of coverage that includes a general annual aggregate limit, such general annual aggregate limit must be at least double the each-occurrence or each-claim limits specified above that are applicable to the type of insurance covered by such general annual aggregate limit.
  - c. Should the Hauler's (or any subcontractor's or Processing Facility's) Commercial General Liability policy provide that claims investigation or legal defense costs be included in any each-occurrence, each-claim, or general aggregate limit, each such limit must be at least double the corresponding limit specified in the table above.
  - d. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of the Hauler's Services through the longer of the applicable repose and statute of limitations periods. The policy must not include a reverse retroactive date.
4. Deductibles and Self-insured Retentions. As between PaintCare and the Hauler, the funding of deductibles and self-insured retentions under all insurance maintained by the Hauler (or any subcontractor or Processing Facility) is the sole responsibility of the Hauler, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving PaintCare, as an additional insured. Any self-insured retentions in excess of \$100,000 must be declared to and approved by PaintCare in writing.

**5. Additional Insurance Requirements.**

- a. All insurance that the Hauler is required to carry hereunder must contain the following additional provisions:
  - i. Additional Insured – The Indemnified Parties must be listed as additional insureds on all (including the Hauler's, subcontractor's, and Processing Facility's) Commercial General Liability, Automobile Liability, Umbrella or Excess Liability, Pollution Liability, and Contractor's Pollution Liability policies as respects claims or liabilities arising from, or connected with the Services, including completed operations. The additional insured endorsements must be at least as broad as the current editions of the Insurance Services Offices forms CG 20 10 and CG 20 37. The Hauler (and any subcontractor and any Processing Facility) shall provide the Indemnified Parties with proof of status as an additional insured under CG 20 10 during the term of the Agreement, and under CG 20 37 for completed operations through the expiration of the longest applicable statute of limitations or period of repose.
  - ii. Primary Coverage – All insurance coverage required hereunder must be primary insurance, and any insurance or self-insurance maintained by PaintCare or the Indemnified Parties will be excess of and non-contributory with respect to such insurance.

- iii. Severability of Interest - Except with respect to the limits of insurance, all insurance required hereunder will apply separately to each insured or additional insured.
  - iv. Notice of Cancellation - Each insurance policy shall be endorsed to require insurer(s) to provide 30 days' advance written notice (except 10 days' advance notice for non-payment of premium) to PaintCare prior to any suspension, cancellation or non-renewal of the required insurance. This requirement is waived with respect to any insurance maintained by any Processing Facility if and to the extent that fulfilling this requirement is not commercially reasonable under the circumstances. For any policy that is not endorsed to provide notice to PaintCare hereunder, Hauler must itself immediately notify PaintCare of any contemplated or actual modification, nonrenewal, or cancellation of coverage that causes Hauler, any subcontractor or any Processing Facility to be out of compliance with its obligations hereunder.
  - v. Waiver of Subrogation – The Hauler hereby agrees to waive, and to procure from its insurers waivers of, subrogation against any and all of the Indemnified Parties. The Hauler further agrees to hold harmless, defend and indemnify the Indemnified Parties for any loss or expense incurred as a result of the Hauler's failure to obtain such waivers of subrogation from the Hauler's insurers.
- b. The Hauler is responsible for ensuring any subcontractors that transport PaintCare Products pursuant to this Agreement comply with all required insurance terms applicable to the Services performed by those subcontractors.
6. **Acceptability of Insurers.** All insurance required under this Agreement must be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved in writing by PaintCare.
7. **Verification of Coverage.**
- a. Upon PaintCare's reasonable request, the Hauler shall provide to PaintCare a certificate of insurance evidencing the coverage required of it under this Agreement. Likewise, upon PaintCare's reasonable request, the Hauler shall procure and provide to PaintCare certificates of insurance from the Processing Facilities and subcontractors evidencing the coverage required of them under this Agreement. Each certificate shall be signed by a person authorized by the insurer(s) to bind coverage on its/their behalf. The Hauler shall provide renewal certificates to PaintCare prior to the expiration of any required insurance policy.
  - b. Upon reasonable request, the Hauler shall provide PaintCare with copies of all policies of insurance and endorsements thereto for all required insurance under this Agreement (including that of any subcontractors and Processing Facilities). Such copies may be excerpted or redacted to remove premium pricing or other confidential business information; provided, however, that any such excerpted/redacted copies must include sufficient information for PaintCare to verify the Hauler's (and its subcontractors' and Processing Facilities') full compliance with the requirements of this Agreement and to evaluate actual, prospective, or denied claims as additional insured under such policies.

- c. Failure of PaintCare to request certificates or identify deficiencies will in no way limit or relieve the Hauler of its obligations to maintain such insurance and require that its subcontractors and Processing Facilities maintain such insurance. Failure of the Hauler (or any of its subcontractors or Processing Facilities) to maintain the required insurance constitutes a default under this Agreement and PaintCare may, at its option, terminate this Agreement for cause, withhold payment, and/or purchase the required insurance at the Hauler's expense. PaintCare's acceptance of a non-conforming insurance certificate does not constitute a waiver, compromise or release of PaintCare's rights. If PaintCare is damaged by the failure of Hauler (or its subcontractors or Processing Facilities) to purchase or maintain insurance required under this Agreement, the Hauler shall bear all costs (including attorneys' fees, consultant fees and court and settlement expenses) attributable to such failure to purchase or maintain the required insurance.
  
8. **Subcontractor Insurance.** If the Hauler uses a subcontractor to provide any portion of the Services, Hauler may satisfy the foregoing requirements applicable to the subcontracted Services by ensuring that the subcontractor providing those Services satisfies each and all of the insurance requirements herein in the same manner as required had Hauler maintained that insurance. To the extent the subcontractor fails to do so, however, Hauler is responsible and shall defend, indemnify and hold harmless the Indemnified Parties to the same extent had all insurance required hereunder been properly procured and maintained by Hauler or its subcontractor, as applicable.

## ATTACHMENT G – PROCESSING FACILITY AUDIT REQUIREMENTS

1. **Frequency of Audits.** The Hauler must audit each Processing Facility that Processes PaintCare Products at least once every three (3) years.
2. **Audit Requirements.** To satisfy the requirements of this Agreement, the Hauler's audits of Processing Facilities must include a review of the following issues:
  - a. **Regulatory Compliance** - The Hauler is expected to verify these requirements for each Processing Facility prior to submitting a bid.
    - i. **Valid Permits** – the Hauler must verify that the Processing Facility has valid permits in place for all activities to be performed by that Processing Facility in connection with the PaintCare program.
    - ii. **Good Standing with Regulators** – the Hauler must verify that the Processing Facility is in good standing with all applicable regulatory agencies.
    - iii. **Material Storage Handling** – the Hauler must verify that the Processing Facility meets or exceeds industry-standard environmental compliance with respect to material storage and handling. This includes:
      1. Verifying that bins stored properly at each Processing Facility:
        - a. On an impermeable surface
        - b. Protected from exposure to the elements
        - c. Bins stored safely based on industry standards and applicable packaging specifications
  - b. **Health & Safety** - The Hauler is expected to verify these requirements for all Processing Facilities prior to submitting a bid.
    - i. **Staff Training** – the Hauler must validate that each Processing Facility has appropriate training programs in place; the Hauler should review Processing Facility staff training logs to verify that Processing Facility staff are appropriately trained for all activities to be conducted by the Processing Facility in connection with the PaintCare program.
    - ii. **Personal Protective Equipment.** The Hauler must verify that the Processing Facility utilizes appropriate PPE for each Processing activity.
    - iii. **Safety Plans and Recordkeeping.** The Hauler must verify that the Processing Facility has appropriate procedures in place for safety incidents, namely:
      1. **Documentation.** The Hauler must verify that the Processing Facility keeps appropriate documentation of safety incidents in accordance with industry standards and applicable Law.

2. **Safety Record.** The Hauler must ensure that each Processing Facility's safety record meets or exceeds prevailing industry safety standards based on the Processing Facility's OSHA 300 log.
  3. **Safety Equipment.** The Hauler must verify that the Processing Facility maintains appropriate safety equipment in accordance with industry standards and applicable Law (e.g., fire extinguishers, eye wash stations, spill kits, etc.).
  4. **Emergency Response.** The Hauler must verify that each Processing Facility has emergency response procedures and that such procedures are properly posted in accordance with industry standards and applicable Law.
- c. **Insurance** –The Hauler must provide PaintCare with a certificate of insurance for each Processing Facility within thirty (30) days after executing a contract with PaintCare, demonstrating that the Processing Facility maintains all contractually required insurance types, limits, and additional insured endorsements.
- d. **Data Tracking/Reporting** - The Hauler must verify that each Processing Facility meets the following requirements within thirty (30) days after the Hauler executes a contract with PaintCare.

i. **Receiving process**

1. **Scales Certified/Calibrated.** Verify that all scales used for weighing PaintCare materials have been certified/calibrated within the last 12 months. Forklift scales are unreliable and should not be used.
2. **Documenting Weights.** Verify that weights are accurately documented by walking through the Processing Facility's documentation process.
3. **Bin Storage Location.** Verify that Processing Facility has a dedicated space for inbound bins.
4. **Separation of Materials.** Verify the Processing Facility tracks the Hauler-delivered PaintCare program materials separately from any other materials at the facility.

ii. **Sorting (for Processing Facilities that Process Oil-Based PaintCare Products)**

1. **Sorting by Hazard Class.** Verify that non-latex items are sorted by hazard class.

2. **Non-Latex Items.** Verify that non-latex items are packaged properly.
  3. **Off-Site Management.** Verify storage times for received materials that cannot be managed by the site are acceptable based on operating permits and applicable Law.
  4. **Labelling.** Verify that storage bins are appropriately labelled according to applicable Law.
- iii. **Quality Assurance/Control (for Processing Facilities that Process Latex PaintCare Products)**– verify that Processing Facility has appropriate QA/QC process based on operating permit and applicable Law.
- iv. **Processing**
1. **Validation of Processing Activity.** The Hauler must verify that PaintCare Products received at the Processing Facility are being processed or re-manufactured into marketable products (e.g., no stockpiling of input materials or of re-manufactured products).
- v. **Waste Tracking**
1. **Equipment and Processes.** Verify that the Processing Facility has appropriate equipment and processes to track bins of PaintCare Products from receipt through end-processing
  2. **Shipping Documents.** Verify that inbound and outbound shipping documents are filled out correctly and are being retained for period set forth in the contract. (This applies to all shipping documents, including those relating to shipments of PaintCare Products, non-PaintCare Products, and empty containers for recycling.)
- e. **Housekeeping.** Verify that the general appearance of the Processing Facility meets or exceeds industry standards.

**ATTACHMENT G – INVOICE COVER SHEET**

Vendor:	
State:	
Invoice Number:	
Invoice Date:	
Month of Service:	

Expense Group	Account Description	PaintCare Account#	Subtotal
Collection Support	Containers	5811	
Collection Support	Containers-Tax	5811	
Collection Support	Supplies/Materials (Spill Kits, Site Enclosures)	5816	
Collection Support	Labor charges (e.g., for LVPs)	5812	
Collection Support	Mobilization Set-up (for Events)	5813	
Collection Support	eManifest Fee	5817	
Transportation	Transportation	5820	
Processing	Combined Latex/Oil – Loose pack	5841	
Processing	Latex – Loose pack	5842	
Processing	Oil-Based Paint – Loose pack	5843	
Processing	Latex - Bulk	5844	
Processing	Oil Based Paint – Bulk	5845	
Processing	Direct Reuse	5846	
Processing	Latex Paint Bulking (HHW Activities)	5848	
Processing	Oil-Based Paint Bulking (HHW Activities)	5849	
Processing	Reprocessing (HHW Activities)	5847	

Invoice Total	
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