

RESOLUTION NO. 25-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
APPROVING A SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT WITH HF&H CONSULTANTS**

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is empowered by the Joint Exercise of Powers Agreement to, among other things: make and enter into contracts; employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities; and make plans and conduct studies; and

WHEREAS, the Board of Directors finds that it is necessary to have a consultant with expertise in the analysis and negotiation of collection agreements and post collection agreements, including researching market conditions and rates in the waste management industry; and

WHEREAS, the Board of Directors finds that, due to a number of factors, a sole source contract is in the best interest of the Authority and the public, and these factors include:

- There are few firms capable of providing the services required by the Authority and the other firm that has recent experience working with the Authority is conflicted out due to currently negotiating on behalf of Member Agencies for collection agreements with Republic Services.
- HF&H Consultants served the Authority in the 2013 Post Collection Agreement negotiations in the same role as the Authority currently requires and is thus intimately familiar with the existing Post Collection Agreement, on which the new agreement will be based.
- City Managers and regional staff of Authority Member Agencies have encouraged Authority staff to use HF&H Consultants for the purposes covered under the proposed Professional Services Agreement.
- HF&H Consultants negotiated the Recycle Smart Post Collection Agreement with Republic Services for areas of Central Contra Costa County last year and is thus knowledgeable about the current local market and what terms may be feasible to negotiate with Republic Services.
- Due to the very short timeline in which this Post Collection Agreement must be negotiated, there is no time for a Request of Proposal process for the purpose of selecting a consultant for this work.

AND WHEREAS, the Board of Directors has reviewed the proposed Professional Services Agreement, which is an Attachment to this Resolution:

NOW, THEREFORE, the Board of Directors of the West Contra Costa Integrated Waste Management Authority resolve as follows:

1. The Professional Services Agreement with HF&H Consultants is Hereby approved in an amount not to exceed \$90,000, with a \$10,000 contingency; and
2. The Interim Executive Director shall execute said Agreement and manage the Agreement.

ATTEST:

CHAIR OF THE BOARD

Viviane Vidal

Viviane Vidal, Board Secretary



Cesar Zepeda (May 30, 2025 05:21 PDT)

Cesar Zepeda, Board Chair

30/05/2025

Date

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting on March 13, 2025 by the following vote:

AYES: Directors: Anthony Tave, Cesar Zepeda, Doria Robinson, Jamelia Brown, Rita Xavier, _____
Dilli Bhattarai, William Ktsanes

NOES: Directors: n/a

ABSENT: Directors: n/a

Viviane Vidal

Viviane Vidal, Board Secretary

RESOLUTION 25-03 - WCCIWMA for HFH contract

Final Audit Report

2025-05-30

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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY AND HF&H CONSULTANTS

This Agreement is made and agreed upon on February 13, 2025, for the work described herein to begin immediately and conclude within 60 days by and between the **West Contra Costa Integrated Waste Management Authority (WCCIWMA)/DBA RecycleMore**, hereinafter referred to as "Authority," and HF&H Consultants hereinafter referred to as "Consultant."

I. DESCRIPTION OF PROJECT

Through this Agreement, the Authority has retained Consultant to provide professional services to the Authority to assist in post collection negotiations. The Consultant will familiarize with the current state of the negotiations and provide a recommended approach to completing the negotiation process.

II. SCOPE OF SERVICES BY CONSULTANT

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the Authority with those services specified in Exhibit A – Proposal to Support Collection Negotiation (Phase1) received by the Authority on February 12, 2025.

III. COMPENSATION

A. Total compensation for Consultant services shall not exceed the sum of **\$9,999 and be paid through regular invoicing from Consultant**. The cost of professional services at the rates described on page 3 of Exhibit A.

B. The Authority shall pay Consultant no later than thirty (30) days upon receipt of the invoice. In the event a dispute arises relating to the services performed, costs incurred or any other item relating to compensation of Consultant, such dispute will not delay compensation for those services and costs not in dispute. Any such dispute will be resolved by the parties through negotiation or arbitration.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that it shall use its professional efforts and that its services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

V. INDEMNIFICATION

To the extent permitted by law, Consultant shall indemnify, defend, and hold Authority, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, damage, causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, expense, costs (including without limitation the costs and fees of litigation) of every nature arising out of or connected with the performance of work by Consultant, its officers, employees, agents, volunteers, and subcontractors, under this Agreement, except for any such claim that is the result of the sole

negligence or willful misconduct of Authority, its officers, employees, agents or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code §2778. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not insurance policies have been determined to be applicable to any of such damages or claims for damages.

VI. INSURANCE

A. Contractor shall secure and maintain in full force and effect at Contractor's sole cost and expense throughout the term of this Agreement such insurance as shall protect Contractor and Authority in such manner and amounts as set forth below. Premiums for said insurance coverage shall be paid by Contractor and shall not be billed as a Contractor Direct Expense or Subcontractor Charge under this Agreement

1. Insurance Required by Law. Contractor shall maintain Workers Compensation Insurance and any other insurance as may be required by law in the State of California.

2. Comprehensive General Liability. Contractor shall maintain comprehensive general liability insurance with coverage for any loss arising out of actions of Contractor committed in the course of work performed under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when such liability is caused by Contractor's negligence. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence.

3. Automobile Insurance. For the duration of this Agreement, Consultant shall maintain, in full force and effect, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work to be performed by the Consultant, its officers, employees, agents, volunteers, and subcontractors under this Agreement.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. Automobile Liability: \$500,000 per accident for bodily injury and property damage.

C. **Other Insurance Provisions:** The automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be excess of Consultant's insurance and shall not contribute to it.

2. The insurance provided by this policy shall not be reduced in coverage or limits, cancelled or not renewed except after thirty (30) days written notice has been provided to

the Authority by mail, return receipt requested. Consultant shall notify the Authority thirty (30) days in advance of any anticipated change in the insurance.

D. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current Best's rating of A:VII or better at time the Agreement is executed.

E. **Verification of Coverage:** Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms or a separate owner's policy, provided those forms or policies are approved by the Authority and amended to conform to the Authority's requirements. All certificates and endorsements are to be received and approved by the Authority before work commences. Failure to provide these forms within the time period specified by the Authority may result in termination of this Agreement pursuant to paragraph X (C), below.

F. **Subcontractors as Insureds:** If the Authority has approved the use of subcontractors, Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. **Professional Liability Insurance:** If Consultant's professional liability coverage is written on a claim made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.

2. A copy of the claims reporting requirements must be submitted to the Authority for review.

VII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent at any time or in any manner, that Consultant is an employee of the Authority.

VIII. ASSIGNMENT AND SUBCONTRACTING

It is recognized by the parties that a substantial inducement to the Authority for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant without the prior written approval of the Executive Director.

IX. TERM AND TERMINATION

A. **Term:** The term of this Agreement shall commence upon signing by both parties to the Agreement and continue, subject to the termination provisions of this section, **for the duration as indicated in the first paragraph.** The Authority can extend the term of this Agreement by written notice to Consultant.

B. **Termination for Convenience:** Authority or Consultant may, at any time, and at their sole discretion, terminate all or any portion of the work to be performed under the terms of this Agreement. This termination shall be accomplished by provision of a written, seven day notice, as provided in Section XVII of this Agreement.

C. In the event of such termination by the Authority, Consultant shall stop work at the stage directed by the Authority, whereupon Consultant shall be entitled to immediate payment for work performed up to the date of receipt of this written notice of termination. Consultant shall not be entitled to payment for any work performed after the receipt of this notice of termination unless such payment is authorized in advance by the Executive Director in writing.

D. **Termination for Cause:** Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, the Authority may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. Upon the Authority's termination of this Agreement for cause, the Authority reserves the right to complete the work by whatever means the Authority deems expedient. Consultant shall pay to Authority the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts, or errors or omission of Consultant.

X. SUSPENSION OF WORK

The Authority may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond the Authority's control make normal progress of the work impossible.

XI. REPORTS, PLANS, AND DOCUMENTS

All reports, plans, documents, and data prepared by Consultant pursuant to this Agreement shall be endorsed by Consultant and delivered to and become the property of the Authority. Consultant shall deliver such reports, plans, documents, and data to the Authority upon the Authority's written request. At the Authority's request, a copy of the reports, plans, documents, and data shall be provided to the Authority in an electronic report in such format as the Authority may require. Consultant may keep file copies of all documents prepared for the Authority, and may use this information for marketing purposes only.

Notwithstanding these and other provisions in this Agreement, Consultant recognizes that the Authority may provide Consultant with various records, documents, and other materials that are confidential in nature and are not to be shared with or distributed to any other party. Consultant's sharing or distribution of such confidential documents could result in civil prosecution.

XII. COPYRIGHT AND PATENT

Consultant shall execute appropriate documents to assign to the Authority the copyright and patent to works created pursuant to this Agreement.

XIII. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Consultant shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin, or other prohibited bases. Regarding performance of professional services, compliance shall mean compliance with current prevailing professional standard and practices.

XIV. RETENTION OF RECORDS

Consultant shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this project, and Consultant shall make such documents and records available for review and/or audit by the Authority and the Authority's representatives at all reasonable times during the contract period and for at least four (4) years from the date of the completion and/or termination of this Agreement.

XV. NOTICES

If either party shall desire or be required to give notice to the other regarding this contract, such notice shall be given in writing, via email, addressed to recipient as follows:

Authority:

Steve Duran
Interim Executive Director
West Contra Costa Integrated Waste Mgmt. Auth.
3220 Blume Drive, Suite 139
Richmond, CA 94806
(510) 609-1215
steved@recyclemore.com
www.recyclemore.com

Consultant:

Rob Hilton
President
HF&H Consultants
590 Ygnacio Valley Rd. Ste 105
Walnut Creek, CA 94596
925-977-6959
rchilton@hfh-consultants.com
<https://hfh-consultants.com>

Any party to this Agreement may change the name or address of representatives for purpose of this Section by providing written notice to all other parties ten (10) business days before the change is effective.

XVI. INTEGRATION

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

XVII. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both Consultant and the Executive Director. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

XVIII. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

XIX. GOVERNING LAW AND VENUE

This Agreement shall be governed under the laws of the State of California. The County of Contra Costa shall be the venue for any litigation between the Authority and the Consultant arising out of this Agreement.

XX. SEVERABILITY

Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

AUTHORITY

Signature  Steve Duran (Feb 13, 2025 10:42 PST)
Printed Name STEVE DURAN
Title INTERIM EXECUTIVE DIRECTOR
Date 02/13/2025

CONSULTANT

Signature  Rob Hilton (Feb 13, 2025 08:58 PST)
Printed Name ROB HILTON
Title PRESIDENT
Date 02/13/2025

Signature 
Printed Name REKA ABRAHAM
Title PROGRAM MANAGER
Date 2/13/2025

ATTACHED

Exhibit A - Proposal to Support Collection Negotiation (Phase 1)



HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

February 12, 2025

West Contra Costa Integrated Waste Management Authority
Steve Duran, Interim Executive Director
3220 Blume Drive, Suite 139
Richmond, CA 94806

Subject: Proposal to Support Post Collection Negotiation (Phase I)

Dear Steve Duran,

HF&H appreciates the opportunity to present this proposal to support the West Contra Costa Integrated Waste Management Authority (Authority) in the negotiation of its post-collection handling services agreement (Agreement) with Republic Services (Republic). The purpose of the Agreement is to manage materials collected in the cities of Hercules, Pinole, El Cerrito, Richmond, and San Pablo, the Authority's Member Agencies, and certain areas of unincorporated Contra Costa County collected in accordance with their separate franchise agreements with Richmond Sanitary Service, Inc. (together "Franchise Agencies").

HF&H understands the Authority issued an RFP and has initiated negotiations with Republic for services that include transfer, transport, recycling, composting, and disposal at and through multiple facilities including Republic's Integrated Resource Recovery Facility (IRRF), West County Composting Facility, Golden Bear Transfer Station, and Keller Canyon Landfill.

Scope of Work

The scope of work for this proposal is limited to understanding the current state of the negotiations and providing a recommended approach to completing the negotiations process. To do this, HF&H will:

1. Review the first draft of Republic's redlined draft Post-Collection Agreement (PCA), dated December 18, 2024;
2. Review the Authority staff and legal comments related to Republic's redlines;
3. Evaluate the content and overall form of the draft PCA;
4. Evaluate strategic and tactical options for resolving negotiations; and,
5. Meet with Authority staff and legal counsel in two 2-hour in-person meetings; one to discuss what has happened to date and gather information and a second to present our preliminary recommendations.

No work product will be developed under this Phase I. All work performed will be conducted by desk review and through meetings. HF&H's recommendations for how to proceed will be independent of whether HF&H is engaged to participate in the negotiations process and HF&H reserves the right to decline to propose on any subsequent involvement to this initial phase.

Schedule

The work proposed herein shall begin immediately upon successful execution of a Professional Services Agreement between the Authority and HF&H for this work and shall conclude within thirty (30) days, subject to the limitations described below.

Limitations

The proposed herein only includes the tasks and activities described above and does not include any tasks and activities and other meeting and/or correspondence not described in this Phase I scope of work. HF&H's ability to perform the work within the proposed schedule depends on the Authority's staff, and its legal counsel as applicable, being available on the dates and at times the HF&H team is available. HF&H recommends getting such meetings calendared as soon as the PSA is executed to ensure meetings can be timely scheduled.

Fee Estimate

HF&H proposes to complete Phase I of this work on a time and materials basis not to exceed \$10,000 at our standard billing rates, presented in Attachment A. If the required level of effort in Phase I is less than the proposed budget, HF&H will only bill for the time and costs incurred. If the level of effort required in Phase I is expected to exceed the total not-to-exceed budget, HF&H will work with the Authority to identify the most appropriate response to the additional work required to complete the additional work.

* * * * *

HF&H appreciates the opportunity to continue working with the Authority. If this scope of work meets with your approval, please prepare the draft PSA for our consideration and return it for our signature. HF&H will proceed with the work immediately upon receiving such authorization from you.

If you have any questions or would like to discuss this proposal, please do not hesitate to contact me directly by phone (925-977-6959) or email (rchilton@hfh-consultants.com).

Sincerely,



Rob Hilton
President

Attachment A - Standard Billing Rates and Terms

HF&H CONSULTANTS, LLC

STANDARD HOURLY RATES AND BILLING ARRANGEMENTS

(Effective January 1, 2025)¹

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rate</u>
Executive	\$330 - \$365
Senior Project Manager	\$305 - \$325
Project Manager	\$275 - \$285
Senior Associate	\$225 - \$270
Associate Analyst	\$185 - \$205
Assistant Analyst	\$160 - \$180
Administrative Staff	\$135 - \$170

Direct Expenses

Standard charges for common direct expenses are as follows:

Automobile Travel.....	Prevailing IRS mileage rate
Airfare and Public Transit.....	Actual Cost

Billing Policies

Our policy is to bill for our services based on the standard hourly rates of the staff member assigned, multiplied by the time required to perform the client-related tasks, plus the direct expenses as described above. In implementing this policy, we adhere to the following practices:

- It is our standard practice to e-mail invoices to our clients, although hard copies of invoices can be sent to clients on request.
- We round to the nearest one-quarter hour (e.g., if two hours and 55 minutes are spent on a task, it is recorded as three hours, if two hours and 5 minutes are spent on a task, it is recorded as two hours). A minimum charge of one-quarter hour is charged for any client work performed in a day.
- We do not markup out-of-pocket expenses; however, we may charge administrative or professional time related to the provision of the goods and services associated with these charges.
- If subcontractors are used, HF&H reserves the right to charge a 10% markup.
- Mileage fees are based on the round-trip distance from the point of origin.
- If a client's change to a previously scheduled meeting results in penalties being assessed by a third party (e.g., airline cancellation fee), then the client will bear the cost of these penalties.

¹ Litigation Support and Expert Witness Services are not covered by this schedule of fees and expenses.

HF&H CONSULTANTS, LLC

STANDARD HOURLY RATES AND BILLING ARRANGEMENTS

While no minimum fee for a consulting engagement has been established, it is unlikely (given the nature of our services) that we can gain an understanding of a client's particular requirement, identify alternatives, and recommend a solution in less than twenty-four consulting hours.

Insurance

We maintain the following policies of insurance with carriers doing business in California:

- Commercial General Liability Insurance (\$2,000,000 Occurrence/\$4,000,000 Aggregate)
- Workers' Compensation (\$1,000,000)
- Professional Liability Insurance (\$2,000,000 Occurrence/\$2,000,000 Aggregate)
- Hired and Non-Owned Auto Liability² (\$2,000,000)
- Umbrella Liability (\$3,000,000 Occurrence/\$3,000,000 Aggregate)
- Cyber Liability (\$1,000,000 Each Claim)

All costs incurred in complying with additional coverages or limits (excluding additional insured and waiver of subrogation endorsements) become the responsibility of the client and are not included in the fees for services or direct charges but are billed in addition to the contract at cost, plus any professional or administrative fees.

Invoices and Payment for Services

Our time reporting and billing system has certain standard formats that are designed to provide our clients with a detailed invoice of the time and charges associated with their engagement and we typically discuss these with our clients at our kick-off meeting. We are also pleased to provide our clients with a custom invoice format, but we will have to bill the client for time spent conforming our invoices to their unique requirements.

Billings for professional services and charges are submitted every month, in order that our clients can more closely monitor our services.

² HF&H Consultants does not own any company automobiles.

HF&H Agreement to Support Post Collection Negotiation (Phase 1) - 2.13.25

Final Audit Report

2025-02-13

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