

RECYCLING SERVICES AGREEMENT

THIS RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on March 22, 2022, in the County of Kern, State of California, by and between the DELANO UNION ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and STRR, hereinafter referred to as "CONTRACTOR."

DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive bid process.
2. Contract: The complete contract includes all of the contract documents, including the bid documents and attachments thereto, Bid, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. Terms and Conditions of Work:
 - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all recycling materials and food/organic waste, as needed, from the locations specified in the Request for Bids, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.
 - b. CONTRACTOR agrees to furnish covered (hinged at the rear) metal or plastic, leak-proof containers (bins) of the type, size, and quantity specified in the Request for Bids, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Kern.
 - c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, but not less than once per year for recyclable materials containers and once per quarter for food/organic waste containers, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide lockable bin covers, replace lock bars and replace bins DISTRICT considers damaged, unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
 - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of the week in each succeeding week, based on DISTRICT school calendar and schedule and as specified in Exhibit "A" herein.
 - e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.
 - f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT, City and County of Kern policies and regulations, all State of California and Federal laws, the rules and regulations of the California Highway Patrol, and other applicable ordinances.
 - g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by city, county, state and federal government or agencies for the

performance of the services under this Agreement.

h. CONTRACTOR hereby certifies that all truck drivers performing services under this Agreement are fully licensed as required by state law.

i. CONTRACTOR shall provide training and promotional campaign materials to implement the program and educate students and staff about the importance of recycling. Materials shall include flyers, posters, and signage to assist students and staff with sorting recyclable materials, food/organic waste and trash.

j. CONTRACTOR shall provide classroom, office, kitchen and serving/dining area receptacles at no additional cost.

4. Term: The Agreement shall be for an initial three (3) year term followed by two (2) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on April 4, 2022 and, unless sooner terminated as specified herein, shall end on that day in 2025. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

5. Termination for Convenience: DISTRICT may terminate this Agreement for convenience upon thirty (30) days prior written notice to the CONTRACTOR.

6. Rates: The fee schedule for waste and recycling services under this Agreement shall be as specified in the "Fee Schedule for Waste and Recycling Services" attached to this Agreement as Exhibit "B" hereto.

7. Annual Rate Adjustment: If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule may be adjusted to reflect the annual percentage change in the Producer Price Index ("PPI") or 3%, whichever is lower. The change in the PPI shall be for the twelve-month period ending the most recent June 30th. CONTRACTOR shall notify the DISTRICT in writing thirty (30) days in advance of any rate change to contract anniversary.

8. Invoice Statement and Payment:

a. At the end of each month, CONTRACTOR shall submit to DISTRICT:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

iii. The contractor must provide a written record of tonnage picked up for each month by the following categories: Green waste, food waste, and cardboard/paper/plastic.

b. Special pick-ups shall be invoiced individually and separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.

c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:

- i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;
- ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;
- iii. Proration's for pick-ups during the off-track schedule; and
- iv. Additional on demand services (40 yard roll offs).

9. Independent Contractor: CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

10. Damage and Repairs: CONTRACTOR shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONTRACTOR fail to make the necessary repairs promptly and to the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.

11. Insurance and Bonds:

a. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, the following types of insurance:

i. Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.

ii. Automobile insurance and liability insurance for death, bodily injury and property damage with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law. Concurrent with this Agreement, CONTRACTOR shall also submit to DISTRICT a fully-executed Workers' Compensation Certificate in the form included.

b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

c. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, such bonds as may be required in the bid documents, in the bond form or forms as noted therein. Proof of bonds is required before the work may commence.

12. Indemnification: CONTRACTOR shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONTRACTOR may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement. CONTRACTOR, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its trustees, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its trustees, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. Fingerprinting Certification: Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit "D," certifying that CONTRACTOR has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

14. Default and Termination: Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

15. Amendments: No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

16. Assignment: This Agreement or any interest of CONTRACTOR herein shall not at any time, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

17. Severability: If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18. Notices: All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

Contractor
STRR
P.O. Box 970
Richgrove, CA 93261

Delano Union Elementary School District
Attn: Business Services
1405 12th Avenue
Delano, CA 93215

Either party may change its address or contact person by giving notice to the other party.

19. State Audit: Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records and files of DISTRICT and CONTRACTOR, or any subcontractor connected with the performance of this Agreement, involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

20. Signature: This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

21. Governing Law and Venue: This Agreement shall be construed in accordance with the laws of the state of California, and venue for any dispute arising from this Agreement shall be in the Superior Court in and for the County of Kern, California.



22. Entire Agreement and Termination of All Prior Agreements: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and cancelled in their entirety and are superseded by this Agreement.

23. Waiver: The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

24. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

Contractor:


Authorized Agent Date

Printed Name


Rosalina Rivera Date
Delano Union School District

Exhibit B

Delano Union School District
 Invitation to Bid #2022-003
 Recycling Services

Year 1

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ 49.00 /WK	\$ 98.00 /WK	\$ 147.00 /WK	\$ 196.00 /WK	\$ 245.00 /WK
3 YARD BIN	\$ 14.66 /WK	\$ 29.32 /WK	\$ 43.98 /WK	\$ 58.64 /WK	\$ 73.33 /WK
6 YARD BIN	\$ 29.33 /WK	\$ 58.66 /WK	\$ 87.99 /WK	\$ 87.99 /WK	\$ 117.32 /WK
40 YARD Roll Off	\$ 90.00 /WK	\$ 180.00 /WK	\$ 270.00 /WK	\$ 360.00 /WK	\$ 450.00 /WK

Year 2

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ 49.98 /WK	\$ 99.96 /WK	\$ 149.94 /WK	\$ 199.92 /WK	\$ 249.90 /WK
3 YARD BIN	\$ 14.95 /WK	\$ 29.90 /WK	\$ 44.85 /WK	\$ 58.80 /WK	\$ 73.75 /WK
6 YARD BIN	\$ 29.92 /WK	\$ 59.84 /WK	\$ 89.76 /WK	\$ 119.68 /WK	\$ 149.60 /WK
40 YARD Roll Off	\$ 90.00 /WK	\$ 180.00 /WK	\$ 270.00 /WK	\$ 360.00 /WK	\$ 450.00 /WK

Year 3

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ 50.97 /WK	\$ 101.94 /WK	\$ 152.91 /WK	\$ 203.88 /WK	\$ 254.85 /WK
3 YARD BIN	\$ 15.25 /WK	\$ 30.50 /WK	\$ 45.75 /WK	\$ 61.00 /WK	\$ 76.75 /WK
6 YARD BIN	\$ 30.52 /WK	\$ 61.04 /WK	\$ 91.56 /WK	\$ 122.08 /WK	\$ 152.60 /WK
40 YARD Roll Off	\$ 90.00 /WK	\$ 180.00 /WK	\$ 270.00 /WK	\$ 360.00 /WK	\$ 450.00 /WK

Year 4- Optional Extension

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ 51.99 /WK	\$ 103.98 /WK	\$ 155.97 /WK	\$ 207.96 /WK	\$ 259.95 /WK
3 YARD BIN	\$ 15.55 /WK	\$ 31.10 /WK	\$ 46.65 /WK	\$ 62.20 /WK	\$ 77.75 /WK
6 YARD BIN	\$ 31.13 /WK	\$ 62.26 /WK	\$ 93.39 /WK	\$ 124.52 /WK	\$ 155.65 /WK
40 YARD Roll Off	\$ 90.00 /WK	\$ 180.00 /WK	\$ 270.00 /WK	\$ 360.00 /WK	\$ 450.00 /WK

Year 5- Optional Extension

Pickups per Week					
	1	2	3	4	5
2 YARD BIN	\$ 53.03 /WK	\$ 106.06 /WK	\$ 159.09 /WK	\$ 212.12 /WK	\$ 265.15 /WK
3 YARD BIN	\$ 15.86 /WK	\$ 31.72 /WK	\$ 47.58 /WK	\$ 63.44 /WK	\$ 79.30 /WK
6 YARD BIN	\$ 31.75 /WK	\$ 63.50 /WK	\$ 95.25 /WK	\$ 127.00 /WK	\$ 158.75 /WK
40 YARD Roll Off	\$ 90.00 /WK	\$ 180.00 /WK	\$ 270.00 /WK	\$ 360.00 /WK	\$ 450.00 /WK

WK= PER WEEK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 745 Francis Street San Luis Obispo CA 93401	CONTACT NAME: PHONE (A/C No. Ext): 805-545-8206 FAX (A/C, No): 805-545-8224 E-MAIL ADDRESS: Katie_Hansen@ajg.com												
License#: 0726293	INSURER(S) AFFORDING COVERAGE												
INSURED South Tulare-Richgrove Refuse Inc 210 Richgrove Dr Richgrove, CA 93261	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : National Interstate Insurance Company</td> <td style="width: 20%;">NAIC # 32620</td> </tr> <tr> <td>INSURER B : Crum & Forster Specialty Insurance Co</td> <td>44520</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : National Interstate Insurance Company	NAIC # 32620	INSURER B : Crum & Forster Specialty Insurance Co	44520	INSURER C : Insurance Company of the West	27847	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: 1336004999 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK-134762	4/1/2021	4/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WLV 5041495 03	6/1/2021	6/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage.

CERTIFICATE HOLDER Delano Union School District 1405 12th Ave Delano CA 93215	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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