

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on August 5, 2020, in the County of Orange, State of California, by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT" and Ware Disposal, Inc., hereinafter referred to as "CONTRACTOR." WITNESSETH:

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

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process under District issued RFP # 112-20 as amended.

2. Contract: The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, 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 trash and recycling materials, as needed, from the locations specified in the Request for Proposal and others as requested by the Director, Maintenance & Operations, 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 leak-proof containers (bins) of the type, size, and quantity specified in the Request for Proposal, 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 Orange.

c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, as but not less than twice per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace lock bars and replace bins DISTRICT considers 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 of Santa Ana and County of Orange 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.

4. **Term:** The Agreement shall be for one (1) term of five (5) years under the same terms and conditions, except for revisions to the fees as provided herein. The Agreement shall commence on August 5, 2020 and, unless sooner terminated as specified herein, shall end on August 4, 2025.

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

6. **Rates:**

a. The fee schedule for waste and recycling services under this Agreement shall be as specified "Fee Schedule for Waste and Recycling Services" submitted with this proposal

7. **Rate Adjustment:** The fee schedule shall be adjusted based on the rates provided in the CONTRACTORS proposal, no additional increases will be permitted without written consent of the DISTRICT. Requests for any increase above the agreed upon rates attached must be received by May 1 of each year. CONTRACTOR is required to provide proof of why the annual increase will exceed the agreed upon amount by the May 1 deadline. CONTRACTOR shall notify the DISTRICT in writing no later than 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's Maintenance & Operations Department, 2985 Bear St. Costa Mesa CA 92626:

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. An invoice shall be submitted electronically to invoice@nmusd.us

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 (Roll-offs).

9. Independent Contractor: CONTRACTOR, in the performance of this AGREEMENT, shall be, and act, as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'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:

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 Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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 Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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.

12. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees ("INDEMNITEES") from every claim or demand made and every liability, loss, damage or expense, negligence (including the active or passive negligence of INDEMNITEES as allowed by law), causes of action, costs, expenses, or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for:

i. Death or bodily injury to person;

ii. Injury to, loss or theft of property; or

iii. Any other loss, damage or expense arising out of i or ii above, sustained by the

CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, to the extent resulting from CONTRACTOR's negligence or other wrongful negligence, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

b. Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property to the extent caused by any wrongful act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

d. CONTRACTOR's Indemnification includes any loss sustained by INDEMNITEES, and each of them, whether resulting from claims brought by third parties or sustained directly by any of the INDEMNITEES, as a result of 1) CONTRACTOR or any subcontractor's failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the DISTRICT's confidential information or privileged and confidential information is released, exposed, lost, or stolen as a result of CONTRACTOR's performance of services or otherwise arising from this AGREEMENT; 3) computer viruses, denial of service attacks, and other technologically harmful materials that harm or infect any of the INDEMNITEES's electronic equipment, software, data, or other proprietary material as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 5) any breach by CONTRACTOR or any subcontractor of the California Student Data Privacy Agreement, if executed.

e. The CONTRACTOR, at the CONTRACTOR'S own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT and its officers, employees, agents, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT and its officers, agents, or employees in any 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. **Duty to Provide Fit Workers:** CONTRACTOR and subcontractors, if any, shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR or subcontractor, whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

15. **Permits/Licenses:** All business licenses, permits and/or fees required by the codes, ordinances and statutes of the State of California, the County of Orange, and the Cities of Costa Mesa or Newport Beach, as appropriate, must be taken out by the CONTRACTOR at CONTRACTOR'S sole cost and expense.

16. **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.

17. **Business Termination:** In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of DISTRICT this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to DISTRICT.

18. **Remedies:** In case of CONTRACTOR breach, and in addition to any other provision of this AGREEMENT, DISTRICT shall be entitled to any other available legal and equitable remedies. In case of DISTRICT breach, CONTRACTOR's remedy shall be limited to termination of the AGREEMENT and receipt of AGREEMENT payments to which CONTRACTOR is entitled.

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

20. **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.

21. **Other Contractors:** DISTRICT reserves the right to enter into other agreements for work additional or related to the subject matter of this AGREEMENT and CONTRACTOR agrees to cooperate fully with these other contractors and with the DISTRICT. When request by the

DISTRICT, CONTRACTOR shall coordinate its performance under this AGREEMENT with such additional or related work. CONTRACTOR shall not interfere with the work performance of any other contractor or DISTRICT employee.

22. 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.

23. Notice: All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by:

a. Personal service or;

b. U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

CONTRACTOR: Ware Disposal, Inc.

1035 E. 4th Street

Santa Ana, CA 92701

DISTRICT: Newport-Mesa Unified School District

Attn: Purchasing Department

2985 Bear St., Bldg. A

Costa Mesa, CA 92626

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

24. 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.

25. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

26. **Provisions of Law Clause:** Each and every provision of law clause required by law to be inserted in the AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

27. **Force Majeure Clause:** The PARTIES to this AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other PARTY (IES), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

28. **Safety and Security:** It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

29. **Attorney's Fees:** If either party hereto becomes involved in litigation arising out of this AGREEMENT or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

30. **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.

31. **Tobacco/Vapor Use Policy:** In the interest of public health, the DISTRICT is proud to provide a healthy, tobacco/vapor-free environment. Smoking or the use of any tobacco or vapor products are prohibited in buildings and vehicles, and on any property owned, leased or

contracted for by the DISTRICT pursuant to DISTRICT'S Policy 3620. Failure by CONTRACTOR to abide with the conditions of Policy 3620 may result in the termination of this AGREEMENT.

32. 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.

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

District:

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

By: 

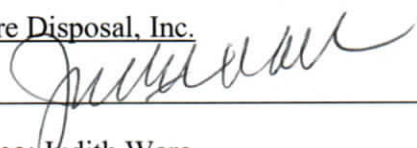
Name: Jonathan Geiszler

Title: Director, Purchasing & Warehouse

Date: 8/18/2020

Contractor:

Ware Disposal, Inc.

By: 

Name: Judith Ware

Title: President/CEO

Date: 8/13/20

Attachments - District School Calendar and Schedule
Fee Schedule for Waste and Recycling Services



In an effort to assist the District maintain a consistent budget, Ware Disposal is proposing a Option proposal which will allow the District an opportunity to know its costs for the term of 5 years. We believe we will be able to assist the District is keeping within the budget with new innovative recycling programs in the future

5 YEAR OPTIONAL PROPOSAL

Newport Mesa USD / Trash Services Proposal

| Location | Quantity | Bin | Frequency | Debris | Cost Per Bin | Monthly |
|-----------------|----------|-----|-----------|--------|----------------------|--------------------|
| Adams | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Anderson | 1 | 3-Y | 5x Week | Trash | \$180.00 | \$180.00 |
| California | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| College Park | 3 | 3-Y | 5x Week | Trash | \$180.00 | \$540.00 |
| Davis | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Eastbluff | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Harbor View | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Kaiser | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Killybrooke | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Lincoln | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Mariners | 2 | 4-Y | 5x Week | Trash | \$225.00 | \$450.00 |
| Newport | 1 | 4-Y | 5x Week | Trash | \$225.00 | \$225.00 |
| Newport Coast | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Newport Height | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Paularino | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Pomona | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Rea | 4 | 3-Y | 5x Week | Trash | \$180.00 | \$720.00 |
| Sonora | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Victoria | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Whittier | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Wilson | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Woodland | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Ensign | 3 | 3-Y | 5x Week | Trash | \$180.00 | \$540.00 |
| TeWinkle | 4 | 3-Y | 5x Week | Trash | \$180.00 | \$720.00 |
| CDM-MS-HS | 8 | 3-Y | 5x Week | Trash | \$180.00 | \$1440.00 |
| C Mesa-MS-HS | 4 | 3-Y | 5x Week | Trash | \$180.00 | \$720.00 |
| | 1 | 4-Y | 5x Week | Trash | \$225.00 | \$225.00 |
| Early College | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Estancia HS | 4 | 3-Y | 5x Week | Trash | \$180.00 | \$720.00 |
| Newport Harbor | 7 | 3-Y | 5x Week | Trash | \$180.00 | \$1260.00 |
| Back Bay AEC | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| BESST | 1 | 3-Y | 5x Week | Trash | \$180.00 | \$180.00 |
| Harper | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| Lindberg | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| M&O | 5 | 3-Y | 5x Week | Trash | \$180.00 | \$900.00 |
| Central Kitchen | 2 | 3-Y | 5x Week | Trash | \$180.00 | \$360.00 |
| | | | | | Monthly Total | \$16,740.00 |



5 YEAR OPTIONAL PROPOSAL

Newport Mesa USD / Recycling Services Proposal

| Location | Quantity | Bin | Frequency | Debris | Cost Per Bin | Monthly |
|-----------------|----------|-----|-----------|---------|----------------------|-------------------|
| Adams | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Anderson | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| California | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| College Park | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Davis | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Eastbluff | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Harbor View | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Kaiser | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Killybrooke | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Lincoln | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Mariners | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Newport | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Newport Coast | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Newport Height | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Paularino | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Pomona | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Rea | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Sonora | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Victoria | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Whittier | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Wilson | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Woodland | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Ensign | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| TeWinkle | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| CDM-MS-HS | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| C Mesa-MS-HS | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Early College | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Estancia HS | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Newport Harbor | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Back Bay AEC | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| BESST | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Harper | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Lindberg | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| M&O | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| Central Kitchen | 1 | 3-Y | 2x Week | Recycle | \$95.00 | \$95.00 |
| | | | | | Monthly Total | \$3,420.00 |



5 YEAR OPTIONAL PROPOSAL

Newport Mesa USD / Recycling Services Proposal

| Location | Quantity | Bin | Frequency | Debris | Cost Per Bin | Monthly |
|-----------------|----------|----------------|-----------|----------|----------------------|-----------------|
| CDM-MS-HS | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$88.00 |
| C Mesa-MS-HS | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$88.00 |
| Early College | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$88.00 |
| Estancia | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$88.00 |
| Newport Harbor | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$88.00 |
| Central Kitchen | 1 | 35-Gallon Cart | 1x Week | Organics | \$88.00 | \$264.00 |
| | | | | | Monthly Total | \$704.00 |

This proposal is if NMUSD will give Ware Disposal a 5 year agreement, these rates will remain the same for 2 years. The 3rd 4th and 5th years rates will be given a 3.5% increase each of those years.

Roll Off / Open Top Boxes / On-Call Services

(Waste-Green Waste-C&D-Inerts) 10 Yard Lowboy / \$252.45 per haul / \$81.00 per ton / \$105.35 per ton over 7 tons

(Waste-Green Waste-C&D) 40 Yard Open Top / \$252.45 per haul / \$81.00 per ton / \$105.35 per ton over 7 tons

(Metal-Recycling) 40 Yard Open Top / \$252.45 per haul / No Rebate

3 & 4 Yard Bin Extra Service Fees *Pictures Attached Below

3 Yard Bin over filled \$67.79 / 4 yard bin over filled \$87.05

3 yard bin over weight \$119.35 / 4 yard bin over weight \$159.10

3 yard trash or recycle extra pick up \$145 / 4 yard trash or recycle extra pick up \$193.00

*Over Filled + Extra Debris



*Properly Loaded Bin



*Over Weight + Over Filled



*Over Filled





JULY

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

AUGUST

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

SEPTEMBER

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

OCTOBER*

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

NOVEMBER

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

DECEMBER

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

JANUARY

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

FEBRUARY

| S | M | TU | W | TH | F | S |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

MARCH

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|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

APRIL

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

MAY

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

JUNE

| S | M | TU | W | TH | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

TK-12 First Day of School (8/24)

7-12 Grade Last Day of School (6/10)

TK-6 Grade Last Day of School (6/11)

Holiday/Recess

(Non-Student Days) Teacher Start Date (8/19), Staff Development Day (8/19, 1/11), Teacher Prep Days (8/20, 8/21); 7-12 Grade Only (12/18)

Conference Week* (TK-6 Grade)

Conference Day* - Non-Student Day (TK-6 Grade)

*Please note that a few elementary schools use alternate days for Conference day/week - check with your child's school for details

End of first quarter (10/16)

End of first trimester - Back Bay/Monte Vista (11/13)

End of second quarter/first semester (12/17)

End of second trimester - Back Bay/Monte Vista (3/5)

End of third quarter (3/19)

End of second semester (6/10)

NOTE: Early College High School is on a different schedule. Please visit nmusd.us/schoolcalendars for more information

ORIGINAL

RLI Insurance Company
Annually Renewable Performance Bond
BOND # CMS0289002

KNOW ALL MEN BY THESE PRESENTS: That Ware Disposal, Inc.
(hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Newport-Mesa Unified School District
(hereinafter called the Obligee), in the full and just sum of Two Hundred Fifty Thousand Three Hundred Sixty Eight and 00/100's Dollars (\$ 250,368.00-----), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 5th day of August, 2020 for RFP # 112-20 Solid Waste and Recycling Services Agreement for a period of five (5) years which Agreement is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning August 13, 2020 and ending August 13, 2021. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. Within ten (10) days of any notice of default that potentially creates a health or safety threat and within thirty (30) days of all other notices of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Agreement and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Agreement price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

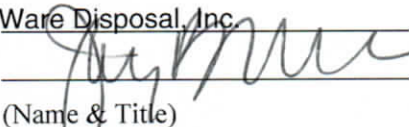
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

RLI Commercial Surety
ATTN: Elaine Slipe, Director Underwriting
6303 Owensmouth Ave-10th Floor
Woodland Hills, CA 91367

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

Signed and sealed this 13th day of August, 2020

PRINCIPAL:

Ware Disposal, Inc. (seal)

(Name & Title)

SURETY:

RLI Insurance Company (seal)

Attorney-in-Fact Kenneth A. Coate,
Attorney In Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kenneth Coate, Julia B. Bales, Mathew S. Costello, Salvador C. Sandoval, Paul W. Lewis, Diane M. Nielsen, jointly or severally

in the City of Riverside, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 1st day of June, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 1st day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of AUG 13 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary

By:

Catherine D. Glover

Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)
On AUG 13 2020 before me, Karina J. Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kenneth A. Coate
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kaharado
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth A. Coate
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____