

SERVICE CONTRACT
BETWEEN
FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
AND
REPUBLIC SERVICES

The Flour Bluff Independent School District ("District"), Corpus Christi; a local political subdivision of the State of Texas, and Allied Waste Services ("Contractor"), Corpus Christi; is made and entered into as of **November 1, 2021**.

RECITALS

Whereas, the District desires to retain a firm to provide the following services ("Services") for a multi-year agreement:

Services as described in a request for quotes for Waste Removal and Recycling 2022, solicited by the District and returned by the Contractor as part of the Contractor's quote, providing Services district-wide that may encompass all district locations and property as described in the request for quotations, and;

Whereas, the Contractor warrants that is qualified and competent to render the Services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

A. SCOPE OF WORK

1. Flour Bluff ISD accepted the proposal for a Waste Removal and Recycling Contract ("Services"). The Services shall be for goods and services which shall include as example but not limitation:
 - a). Equipment, trucks, personnel, fuel, waste and recycle materials containers
 - b). Routine refuse pickup and transport to an approved recovery facility and/or landfill.
 - c). All state and local licenses and permits.
 - d). Insurance requirements for personnel, vehicle liability and comprehensive insurance protection.
 - e). Bonds, fees, service charges.
 - f). Workers' Compensation and employees unemployment insurance.
 - g). All services required to comply with Health and Safety Code Chapter 361 ("Solid Waste Disposal Act"); and provide the District with waste removal and recycling services, at a contracted price, for each area indicated in the specifications for the term of the contract.
2. The Solid Waste Disposal Act, Section 425 Government Entity Recycling, requires Texas school districts to recycle, at a minimum, aluminum, steel containers, aseptic packaging, polycoated paper-board cartons, high-grade office paper, and corrugated cardboard. Each campus may elect to collect and recycle their own aluminum materials. Recycling service and collection will be provided at no extra charge to District.
3. All of the work is to be done by the contractor who has been named in the contract and shall not be subcontracted without prior written permission of District.

B. CONTRACTOR'S RESPONSIBILITY

1. The Contractor shall:

- a) Supervise and direct the work and be solely responsible for all methods, techniques, procedures and coordinating of the work under this contract;
- b) Initiate, maintain and supervise safety precautions in connection with the work;
- c) Obtain approval from the Maintenance Director for the location of equipment, supplies and access during the work;
- d) Take all precautions necessary for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - 1) All employees on the premises and all other persons who may be affected thereby.
 - 2) All the work and all materials to be incorporated therein, whether in storage on or off the site.
 - 3) All property at and adjacent to the sites including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All property damaged due to operations of the work shall be restored by the Contractor to conditions equal to that prior to the start of the project work.
- e). Comply with all applicable laws, ordinances, rules, regulations and/ or orders of all public authorities having jurisdiction for the safety of persons and/or property to protect them from damage, injury and/or loss;
- f). secure all necessary licenses and/or permits required to perform the work.

- 2. All work shall take place in accordance with the contract documents; complete in all parts and in accordance with approved practices and customs.

C. PRICE ESCALATION

No escalation of cost, changes in contracted prices, or increased equipment rates for additional equipment that may be added during the contract period will be allowed with the exception of State mandated increases that affect all waste removal and recycling contractors state-wide.

D. QUANTITIES

Quantities required are substantially correct as described in the request for quotes, but the District's estimate of anticipated needs are subject to change depending on budgetary adjustments. The District's Current Refuse Pickup Schedule was included to provide information as to the volume of waste generated. The District reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit proposed price unless otherwise specified in this agreement.

E. CONTRACT TERM

- 1. The period of this contract will be one (1) years beginning November 1, 2021 and ending October 31, 2022.
- 2. The Contractor agrees to have all containers in place by **November 1, 2021.**
NOTE: An earlier start date may be arranged through the Executive Director of Operations.

F. LAWS AND REGULATIONS

1. The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over waste removal will apply to this Contract and shall be deemed to be included in the Contract.
2. In the execution of this Contract, the contractor shall comply with all applicable local, state and federal laws. This will include wage regulations and work eligibility under State and Federal law.

G. CONTRACTOR ASSURANCE

The Contractor must supply assurances which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product(s)/service(s), prices, and other conditions/provisions offered in the proposal are the same or better than those offered the Contractor's most favored customer.

H. DAMAGES

The successful vendor will be held responsible for and required to make good, at his own expense, all damages to persons or property caused by carelessness or neglect on the part of his employees.

I. PAYMENT AND INVOICE

Payment will be made within 15 (fifteen) District Business Days of receipt of invoice. Monthly invoices must be sent to:

Accounts Payable
Flour Bluff ISD
2505 Waldron Road
Corpus Christi, Texas 78418

Invoices must be received by the 10th day of each month.

The following are required when submitting an invoice for payment.

1. The invoice shall reference the District's purchase order number.
2. The invoice will be in duplicate.
3. Invoices will only be accepted for completed services.

J. INSURANCE

The successful vendor shall provide the following insurance verification in the form of certificates of policies as specified.

1. General

The District requires the following insurance requirements be met and maintained:

- a. The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to the District in the event of cancellation, material change or non-renewal.
- b. The Contractor shall not commence any portion of work under this contract until the Contractor has obtained all the insurance required herein and certificates of such insurance have been filed and approved by the District.
- c. The Contractor shall purchase and maintain in force the following kinds of insurance for operations under this contract and provide the District with a certificate of insurance as evidence. Copies of such insurance documents shall be part of the contract agreements and

the Contractor shall maintain such in force throughout the term of the Contract let by the District.

2. Casualty Insurance

- a. Workers' Compensation as statutory requires.
- b. Commercial General Insurance (Occurrence basis only)

Bodily Injury and Property Damage:	
each Occurrence	\$300,000
Personal & Advertising Injury	\$600,000
each Occurrence	
Fire Damage, Legal Liability	\$300,000
any one fire	
Medical Expenses; any one person	\$50,000
	\$5,000

- c. The Flour Bluff Independent School District, shall be named as an additional insured by endorsement on the contractor's policy as to the subject job.

3. Auto Liability Insurance

- a. Business (Commercial) Automobile Liability Insurance covering all owned, non-owned and hired vehicles.

Bodily Injury	Each Person	\$100,000
	Each Accident	\$300,000
Property	each Occurrence	\$100,000

- b. No deletions/exclusions from standard coverage form allowed without written consent of District.

4. Umbrella Liability Insurance (Excess)

The District shall be named as an additional insured on the contractor's policy as to the subject job. This policy shall provide coverage over the Commercial General Liability and Business Automobile Liability.

5. District Not Named On Certain Policies

The District shall not be named on any Workers Compensation or Employer Liability policies.

K. PATENT AND COPYRIGHT

- 1. The respondent shall pay for all royalties, license fees, and patent or invention rights or copyrights or trade and service marks and defend all law suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in items furnished thereunder.
- 2. The respondent shall hold and save the District and its officers, agents, servants and employees harmless from liability of any kind, including cost and expenses, for, or on account of, any patented

or unpatented invention, process, article or appliance furnished in the performance of the contract, including its use by the District, unless otherwise specifically stipulated.

L. CANCELLATION

1. In the event the Contractor fails to perform under this contract herein or progresses in such a manner which does not insure compliance with the contract, or if, in the judgment of the Director of Maintenance, the Contractor is not carrying out the provisions of the contract in its true intent and meaning, under the terms of this contract and of the scope of work, upon written notification, without penalty, the Contractor will be served written notice to provide satisfactory compliance with the Contract. If the Contractor neglects or refuses to follow such notice within thirty (30) days, the District will cancel the Contract and Contractor may be held liable for any loss or expense sustained by the District as a result of Contractor's failure to comply with this Contract.
2. A cancellation notice may be brought about by, but not limited to:
 - a) Any breach of the contract or provisions set forth in the proposal specifications
 - b) Insurance cancellation
 - c) Equipment failure or deviations
 - d) Missed service calls
 - e). Increased rates not agreed to in advance or as specified.
 - f). Budgetary requirements
 - g) Change of Districts needs regarding waste management
3. In the event the contract is canceled, the District reserves the right to award the contract to the next lowest qualified vendor.

M. CANCELLATION FOR CONVENIENCE OF DISTRICT

District at its sole option; may, without cause and for the convenience of the District, terminate this contract at any time upon giving seven (7) days' advance notice to the Contractor. Upon termination pursuant to this paragraph, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract. District shall not be required to reimburse Contractor for any services performed, or expenses, incurred after the date of the termination notice, including but not limited to any early termination charges.

N. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The District shall have the continuing right to terminate this Contract at the end of each fiscal year or end of the special revenue fund or grant during the term of the Contract with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

O. PRICING

1. Fuel surcharge or escalation, if any, shall be based on changes in U.S. Energy Information Administration Gulf Coast (PADD 3) Diesel On-Highway costs per gallon including taxes from the week prior to signing the contract, and shall be mutually agreed by the Contractor and District.
2. Environmental, solid waste generation, and all other charges and fees present or publicly announced at the time of the signing of the agreement are included.

Year	Cost per Yard	City MSW	Estimated Annual Cost
2021 – 2022	\$2.44	\$0.91	\$49,999.50
Estimated Total for One Year (base rate)			\$49,999.50
Cost/Credit per Yard for Additional/Deleted Pickup			\$2.44
List any discounts/rebates/refunds Applicable			N/A

3. Invoices must be based on actual pickups and/or rendered services.

P. SPECIFICATIONS

1. The Contractor shall provide all equipment herein specified. Equipment shall be defined as any device required to hold, store, pickup, deliver and handle scheduled refuse maintenance requirements per location. Refuse containers shall be metal with a capacity of 4, 6, or 8 cubic yards, as required. All containers shall be covered and closed and be maintained in such a manner that they have a solid surface all around. Containers shall be owned and the sole responsibility of the contractor.
2. The containers must be maintained in a sanitary condition at all times and include drain plugs. Containers will be painted and/or replaced as required to meet district standards. Containers will be steam cleaned and/or serviced during July and December each year as a minimum requirement.
3. The District is interested in minimizing the number of containers at each location for ease in collection and implementation of our recycling program. A simple separation process for achieving our recycling goals would be preferred over an elaborate one. Aluminum products may be collected and recycled by each campus and may not be included in the contract. The contractor shall provide recycling service and recycling bins at no charge to the district.
4. Under no circumstances will waste be allowed to accumulate on the ground adjacent to the containers. Excess waste will be handled in the following manner: In the event there is an excess accumulation of waste at anytime, regardless of cause, District custodians will place excess waste in a secure location near the waste container, but not to obstruct service on the container. Immediately after the container has been emptied, the custodians will place excess waste in the container as a normal routine procedure in order that the service company may dump the container a second time when required to meet sanitary requirements and agreement with the Contractor. The Contractor in coordination with the District's Custodial Services, their drivers and responsible supervisors must ensure that accumulations of the waste are removed by repeated dumping when it has been allowed to accumulate excessively, at least to the extent agreed to in the Contract.
5. Waste removal must meet Corpus Christi sanitary requirements to include drain plugs in place and top and side doors that close.
6. Each pickup in excess of the normal schedule must be verified by the Executive Director of Operations and included with the monthly billing. Scheduled pickups not performed will be deducted

from the monthly billing. Contractor should include service charges for normal specified requirements and charges for extra pickups, if required.

7. The waste pickup schedules included in the proposal list the different locations for containers to be placed. Also included in the proposal is the Current Refuse Pickup Schedule for the weeks school is in session as well as when school is not in session.

8. The computations of the RFQ's refuse pickup schedule were provided for your planning and proposal purposes. Payment will be based upon actual pickups and/or rendered services.

9. Scheduled pickups at all schools must be accomplished during the period of 10:00 p.m. prior to scheduled pickup dates to 7:00 a.m. of actual pickup day. The Executive Director of Operations must be furnished a schedule of anticipated pickup times for each location prior to November 1, 2021.

10. The contractor will not be held responsible for any damages that might occur to driveways while vehicles are on the premises due to vehicle weight. The contractor will be held responsible for any damages that may occur from excessive oil and hydraulic fluid loss, damage to walls, gates and other parts of the facility. Because some pickup points are enclosed and locked at 6:00 p.m. to 7:00 a.m., a key will be furnished with the contract if requested.

8. When dumping containers, care must be exercised to ensure that the container is placed in the exact location to prevent obstruction to other services and damage to dumpster steps. The contractor must ensure easy access for deposit of waste in containers and that containers are maintained with functional side doors, fiberglass top lids, and small vented drain plugs to prevent rodent entry.

Container Summary

Container Size/Type	<i>Quantity</i>
4 Yard	1
6 Yard	6
8 Yard	13
8 Yard Recycling Bin	7
90 Gallon Recycling Bin	30
40 Yard Roll Off Dumpster	1

The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the Texas Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

Executed in Corpus Christi, Texas, April ²⁷14, 2022.

FLOUR BLUFF INDEPENDENT SCHOOL DISTRICT
District

By 
Chief Financial Officer

REPUBLIC SERVICES
Contractor

By Zachary Simmons
Contractor

ATTEST:

Corporate Secretary