



Contract Number

SAP Number

County Service Areas 70, Zone HL

Department Contract Representative	<u>Glenn Jacklin, Operations Division Mgr.</u>
Telephone Number	<u>(909) 386-8800</u>
Contractor	<u>Allied Waste Transportation, Inc. dba</u> <u>Republic Services of Bullhead City</u>
Contractor Representative	<u>Rita Cucci</u>
Telephone Number	<u>(928) 855-9532</u>
Contract Term	<u>January 1, 2022 – December 31, 2026</u>
Original Contract Amount	<u>\$388,759.04</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$388,759.04</u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, through the County of San Bernardino, Department of Public Works - Special Districts ("Department"), the County Service Area 70, HL (Havasus Lake) ("District") desires to utilize the refuse collection and disposal service of a licensed contractor for approximately 350 parcels in the Havasus Lake area and

WHEREAS, Department determined that Allied Waste Transportation, Inc. dba Republic Services of Bullhead City ("ontractor") is the only authorized waste hauler with a class "A" Solid Waste Handling Services Permit issued by Department of Public Works/County Solid Waste in the Havasus Lake area, and

WHEREAS, Department finds Contractor qualified to provide refuse collection and disposal services; and

WHEREAS, District desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the District and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1 Applicable Law** – Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement.
- A.2 Board** – The County Board of Supervisor’s or Directors for District.
- A.3 County** – San Bernardino County and its authorized representatives.
- A.4 Director of Special Districts** – The individual charged with the responsibility of administrative management and all authority related to all matters with the San Bernardino County Department of Public Works – Special Districts.
- A.5 District** – Political subdivisions of the County of San Bernardino governed by the Board of Supervisors and administered by the Special District Department that include County Service Area 70 HL.
- A.6 Department** – San Bernardino County Department of Public Works – Special Districts the department that administers and manages the operations and financing of all Board Governed County Service Areas and Zones.
- A.7 Refuse** – “Refuse” as used herein includes garbage (the accumulation of animal, vegetable and other material resulting from food preparation or consumption), domestic or commercial wastes, rubbish, paper, cardboard, grass and tree trimmings, shrubbery, rugs, straw, clothing, glass crockery, rubber, metal, plastic and similar items.
- A.8 Work Order** – Written authorization form issued by Department on behalf of District or County which itemizes and quantifies the requirements for any given and requested task asked to be performed by Contractor. Form shall also indicate the not-to-exceed fee value for service as negotiated and anticipated, any required timelines to be met, and any deliverables required to satisfactorily accomplish the task.
- A.9 Unacceptable Waste** – Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
- A. 10 Hazardous Waste** – Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- A. 11 Waste Material** – Waste Material is all Refuse and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

B. CONTRACTOR RESPONSIBILITIES

Subject to the terms of this Contract, Contractor shall:

- B.1** Contractor shall collect, transport and dispose of all refuse deposited in the bins located in District on Thursday of each week. Location of bins shall be subject to review and approval of District.
- B.2** Contractor shall dispose of refuse hauled by Contractor at an approved landfill site authorized to accept such refuse. Contractor agrees to abide by any such rules and regulations, which may be adopted from time to time with respect to the use of such landfill sites.

- B.3** Collection of rubbish shall be made at reasonable hours so as to cause the least amount of inconvenience or noise to the residents
- B.4** Contractor shall, at its expense, provide sufficient modern trucks and bins for the complete and satisfactory collection and removal of refuse from the designated areas of the District. Contractor shall provide and maintain, at its expense, good and serviceable metal close packer type bodies on all of such vehicles so that there will be no leakage or strewing of refuse. Contractor will collect all refuse in watertight covered receptacles or compartments in the truck, and will wash such receptacles as needed. Contractor shall take care to see that no refuse is scattered on the ground at collection points as a result of the dumping activity. Contractor also shall be responsible for cleaning and washing all receptacles or bins provided by Contractor within District.
- B.5** Contractor shall maintain, at its expense, a local telephone number for the receipt of messages relating to the collection of refuse in District and recording of complaints relating to such services, and shall properly deal with, or return calls as necessary, to resolve such complaints
- B.6** Contractor shall, upon receiving a complaint (whether personally or by phone or otherwise) relating to failure to pick up refuse, or in relation to any complaint whatsoever relating to service, immediately note such complaint in a logbook or computer system database maintained by Contractor for that purpose. Such records shall indicate the date and hour the complaint was received and the disposition of such complaint. The disposition shall be in sufficient detail to clarify what was done to rectify the complaints. The records shall be available for inspection by District representatives at all reasonable hours.
- B.7** Only upon written authorization from authorized personnel as stated in Attachment C, will additional services be authorized.
- B.8** Contractor will possess and maintain current licensing as a Class "A" Solid Waste Handling Services Permit issued by Department of Public Works/County Solid Waste for duration of contract term.
- B.9** Contractor shall comply with all applicable laws, ordinances, rules and regulations of the state, county, and all governing bodies having jurisdiction over work done under this Agreement.
- B.10** Contractor, and each of its officers and employees, shall always display a professional and courteous attitude towards the residents and public within the communities in which the work is being performed. Contractor shall not take direction from residents or any member of the public. Prior authorization from the County or District must be granted for all work performed. Any work performed by Contractor as directed by non-County or District authorized personnel or residents without prior County or District approval shall be at Contractor's own expense.
- B. 11** Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.
- B.12** Contractor has the right to refuse any load containing any Unacceptable Waste. If County or District's Unacceptable Waste is collected into equipment utilized in connection with the services provided or deposited at a disposal or recycling facility, Contractor will give the County telephonic notice thereof and a reasonable opportunity to remove and dispose of such Unacceptable Waste. If the County elects to remove and dispose of such Unacceptable Waste, it shall do so within such time period and under the conditions as Contractor reasonably deems necessary or appropriate in connection with the operation of such equipment or facility, including the preservation of the health and safety of employees. If, after electing to do so, County does not remove the Unacceptable Waste within such time period, or if County fails to so elect, Contractor may remove and dispose of such Unacceptable Waste as County's agent, without further notice to County,

and County shall pay the direct and indirect costs incurred by Contractor and its subcontractors due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by Contractor to County for Contractor to dispose of Unacceptable Waste as in emergency situations where in-Contractor's reasonable judgment a delay in such disposal could constitute a hazard to such equipment or facility, or any person on, about or near such equipment or facility.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County's or District.

C.3 Contract Assignability

Without the prior written consent of the County or District whose consent will not be unreasonably withheld, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County or District reserves the right to enter into a contract with other contractors for the same or similar services. The County or District does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County or District and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County or District, Contractor shall provide the results of the background check of each individual to the County or District. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County or District in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County or District inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County or District. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 District Representative

The Director of Special District Department or his/her designee shall represent the District in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the District, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the District on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the District.

The County or District may terminate for default or breach of this Contract and any other Contract the Contractor has with the County or District, if the Contractor or Contractor's employees are determined by the County or District not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. Contractor is required to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County or District officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County or District in an attempt to secure favorable treatment regarding this Contract.

The County or District, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County or District with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County or District officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County and /or District is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County or District determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County or District immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Contractor will possess and maintain current licensing as a Class "A" Solid Waste Handling Services Permit issued by Department of Public Works/County Solid Waste for duration of contract term.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County or District determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County or District, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County or District is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County or District to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Notwithstanding the foregoing, material included as Refuse or garbage shall not be considered confidential information.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County or District upon payment for services (and products, if applicable). All such items shall be delivered to County or District at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County or District, Contractor may retain copies of such items.

C.30 Reserved

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County or District may be made or used without prior written approval of the County or District.

C.35 Representation of the District

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party,

shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's or District's written consent, which County or District may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County or District. At County's or District's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County or District, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County or District for its subcontractors and shall indemnify County or District for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 37.2** Ensure that the subcontractor follows County's or District's reporting formats and procedures as specified by County or District.
- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County or District will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County or District.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County or District and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County or District and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County or District. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, District, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County or District determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict-of-interest situation, may be disallowed by the County or District and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County or District reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County or District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County or District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Reserved

C.46 Reserved

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.48 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County or District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment C, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment C. The applicable general prevailing wage determinations are on file with the County or District and are available to any interested party on

request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C. 49. Reserved

D. TERM OF CONTRACT

This Contract is effective as of January 1, 2022 and expires December 31, 2026 but may be terminated earlier in accordance with provisions of this Contract.

E. DISTRICT RESPONSIBILITIES

E.1 Services shall be provided to the areas of District designated on Attachment "A," attached hereto and incorporated herein by this reference, and other areas may be added with the mutual consent of District and Contractor.

E.2 District shall be responsible for all billing and collection of refuse charges from customers. District shall pay Contractor for such services, plus any annual adjustments or additional authorized consideration based on the fee schedule provided in Attachment "D". The first payment is due in January 2022, and continuing each subsequent quarter, until termination of this Agreement.

E.3 District will provide access to sites for Contractor to perform assigned work.

E.4 District may provide data, maps, plans and information to the extent that the data is available for the performance of the Contractor's duties. Data may be in various archived formats and Contractor will be responsible for its interpretation, conversion and translation for intended purpose.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed an initial annual amount of \$71,331.58 plus approximately 4.0% each additional year for an aggregate amount of \$388,759.04 for the 5-year term and shall be subject to availability of District funds. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. **Contractor agrees there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor further acknowledges that any and all repairs are subject to the requirements of the California Public Contract Code.** Contractor will only be compensated for repair work performed following receipt of written or email authorization, from the District, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any related invoice Contractor submits for work performed.

Period	Contract Amount
January 1, 2022 – December 31, 2022	\$71,331.58
January 1, 2023 – December 31, 2023	\$74,396.85
January 1, 2024 – December 31, 2024	\$77,665.47
January 1, 2025 – December 31, 2025	\$80,953.97
January 1, 2025 – December 31, 2026	\$84,411.17
Total	\$388,759.04

F.2 The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoices received without the written or email authorization attached will not be paid.

- F.3** Contractor shall accept all payments from County or District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County or District required to process EFT payments.
- F.4** County or District is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County or District shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County or District pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County or District. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** **Reserved**
- F.7** Contractor shall adhere to the County's or District's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County or District. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Contractor shall include in his invoice a description of work accomplished on each project, in each individual District separately and itemize the work accomplished to include labor hours per classification of employees performing the work, travel costs, tasks performed, incidental costs and reimbursable costs (per attached fee schedule as Attachment A).

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability to the extent caused by the negligence, gross negligence or willful misconduct of Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work), in the performance of the contract, except where such indemnification is prohibited by law. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County or District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising

out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County or District to vicarious liability but shall allow coverage for the County or District to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County or District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County or District.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or District.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or District, or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County or District Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County or District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County or District will be promptly reimbursed by the Contractor or County or District payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County or District. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County or District. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County or District, inflation, or any other item reasonably related to the County's or District's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County or District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County or District.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County or District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.

g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Environmental Liability Insurance

a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County and District without any restrictions.

b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **Reserved**

G.12 **Bonds**

Contractor will furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the contract sum, and a Performance Bond in an amount equal to one hundred percent (100%) of the contract sum. The Bonds must comply with all requirements set forth in section G.12 of this Contract, be on District approved bond forms, and be secured from a surety company satisfactory to the District within ten (10) calendar days of the award of the Contract. The Bonds shall remain in full force and effect for the term of the Contract and a period of one year following completion or termination of this contract. The Performance Bond shall name the District as beneficiary under the bond. Contractor shall also furnish a one-year Maintenance Bond in an amount equal to ten percent (10%) of the Contract Sum, which shall remain in full force for one year following Final Completion.

Contractor may furnish the Bonds on an annual basis but shall be required to provide proof of the same to the District annually, within ten (10) calendar days of the anniversary date on which the Contract was awarded. At no time shall Contractor fail to have the Bonds in place. Contractor’s failure to either furnish the Bonds or provide proof of the same shall constitute a breach of this Contract, and District, in its sole discretion, may immediately suspend or terminate the Contract.

G.12.1 Bond Requirements

- G.12.1.1** The bonds shall be executed by a California admitted surety with an A.M. Best's Company rating satisfactory to the District. If an A.M. Best's rating is not available, the proposed surety must meet comparable standards of another rating service satisfactory to County. Bonds issued by a California admitted surety listed in the latest versions of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by County. Bonds from a California admitted surety not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). All bonds must comply with the Bond and Undertaking Law (Code of Civil Procedure Section 995.010 et. seq.).
- G.12.1.2** All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- G.12.1.3** If, during the continuance of the Contract, any of the sureties, in the opinion of the County, are or become non-responsible or otherwise unacceptable to County, County may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of County within ten (10) days after notice, and in default thereof the Contract may be suspended or terminated, in the sole discretion of the County.
- G.12.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County or District in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County or District.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County or District representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County or District may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County or District; and/or
 - Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by Contractor but yet unpaid by County or District those monies disallowed pursuant to Item "b" of this paragraph; and/or

- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County or District may proceed with the work in any manner deemed proper by the County or District. The cost to the County or District shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Department of Public Works, Special Districts
222 W. Hospitality Ln., 2nd Floor
San Bernardino, CA. 92415*

Republic Services
2011 College Drive
Lake Havasu City, AZ 86403

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the District and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY SERVICE AREA 70, HL

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Aaron Gest, County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

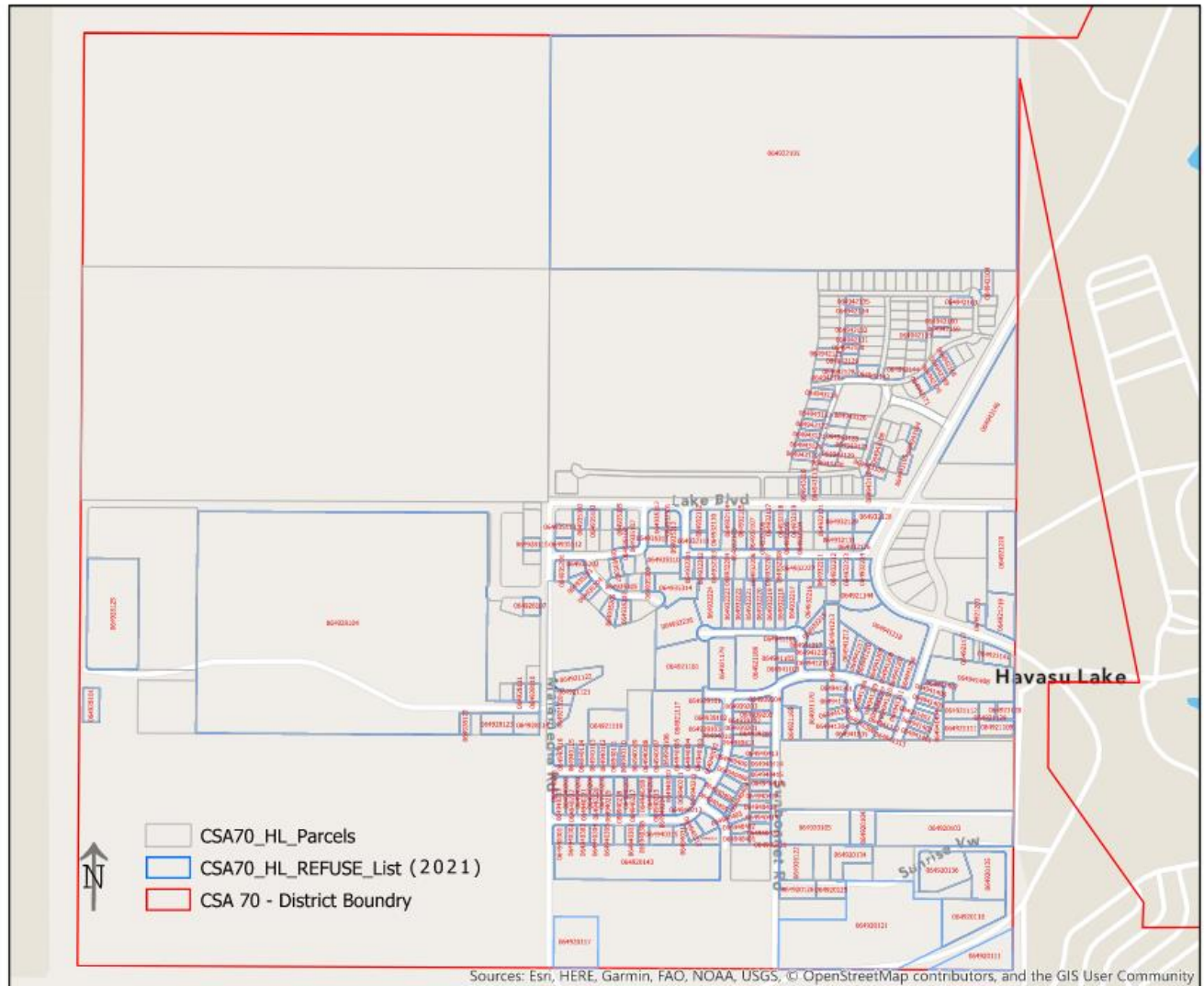
Reviewed/Approved by Department

► _____
Trevor Leja Assistant Director

Date _____

ATTACHMENT A

CSA 70 Havasu Lake District - Refuse Parcels(South)



ATTACHMENT A
CSA 70 Havasu Lake District - Refuse Parcels (North)



ATTACHMENT C

AUTHORIZED DISTRICT PERSONNEL

Only the following District personnel maintains the authority to authorize work under this contract. Work performed without the proper authorization is subject to non-payment:

- Donald Day, Deputy Director, Special Districts Department
 - Steve Samaras, Division Manager, Water & Sanitation, Special Districts Department
 - Glenn Jacklin, Division Manager, Operations, Special Districts Department
 - Chris Bishop, Supervisor, Water & Sanitation, Special Districts Department
 - Lisa Green, Supervisor, Water & Sanitation, Special Districts Department
-
- Rudy Guerrero, Assistant Regional Manager, Various Park, Detention Basin and Dam Districts
 - Brandon Sorby, District Coordinator, Various Park Detention Basin and Dam Districts
-
- Frank Haggard, Recreation Superintendent, Operations, Various Park Districts
 - Aaron Speer, District Services Coordinator, Operations, Various Park Districts
-
- Phil Krause, Project Manager, Special Districts Department
-
- Jeff Orlando, Inspector, Special Districts Department

ATTACHMENT D

ATTACHMENT D

REPUBLIC SERVICES RATES JANUARY 1 2022 - DECEMBER 31, 2026

San Bernardino County Special District Department
Pricing for 5 Year (60 Month) Contract
Account# 4785-5626

Size of Bin	1/1/2022 - 12/31/2022			1/1/2023 - 12/31/2023			1/1/2024 - 12/31/2024			1/1/2025 - 12/31/2025			1/1/2026 - 12/31/2026		
	Monthly Rate*	Extra Rate**	DEL./REM.***	Monthly Rate*	Extra Rate**	DEL./REM.***	Monthly Rate*	Extra Rate**	DEL./REM.***	Monthly Rate*	Extra Rate**	DEL./REM.***	Monthly Rate*	Extra Rate**	DEL./REM.***
4 Yard	\$ 177.01	\$ 170.29	\$260.00	\$ 184.09	\$ 177.10	\$270.40	\$ 191.45	\$ 184.19	\$281.22	\$ 199.12	\$ 191.55	\$292.46	\$ 207.09	\$ 199.21	\$304.16
6 Yard	\$ 263.00	\$ 170.29	\$260.00	\$ 273.52	\$ 177.10	\$270.40	\$ 284.46	\$ 184.19	\$281.22	\$ 295.84	\$ 191.55	\$292.46	\$ 307.67	\$ 199.21	\$304.16

* Rates are subject to change if quantity of bins increase.

** Rate is per bin and will only be performed if all are scheduled and approved by Operations at least 72 Hours in advance.

*** Rate is per bin.

	1/1 - 12/31/2022	1/1 - 12/31/2023	1/1 - 12/31/2024	1/1 - 12/31/2025	1/1 - 12/31/2026
20/40 Yard Temp Roll Off Service	Y1	Y2	Y3	Y4	Y5
Haul	\$ 764.50	\$ 840.95	\$ 925.05	\$ 1,017.55	\$1,119.31
Disposal (Price per ton TBD yearly)	TBD	TBD	TBD	TBD	TBD
Delivery	\$ 764.50	\$ 840.95	\$ 925.05	\$ 1,017.55	\$1,119.31
Rent Per Day (Apply after 15 days)	\$ 5.50	\$ 6.05	\$ 6.65	\$ 7.32	\$8.05

RKC 5/26/2021