

AGREEMENT

THIS AGREEMENT, made the 15th day of July, 2021 in the County of San Bernardino, State of California, by and between the Ontario-Montclair School District, hereinafter called the District, BURTEC hereinafter called the Contractor.

WITNESSETH that the District and the Contractor for the considerations stated here in agree as follows:

ARTICLE 1 - SCOPE OF WORK The Contractor shall perform within the time stipulated the Contract as herein defined, and shall provide all labor, materials, tools, utility services and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**TRASH REMOVAL
AT MONTCLAIR SITES
CONTRACT C-212-103**

It is the duty of the Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article (8) below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of Architecture, or any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protests shall not be effective unless reduced to writing and filed with the District Office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Special Conditions, and as specified therein, shall be completed within 365 Calendar Days from and after the date stated in such notice.

ARTICLE 3 - LIQUIDATED DAMAGES OMIT

ARTICLE 4 - CONTRACT PRICE The District shall pay to the Contractor as full consideration for the faithful performance of the contract, the monthly allotment subject to any additions or deductions as provided in the contract documents, **based on the attached rate sheet.**

ARTICLE 5 - HOLD HARMLESS AGREEMENT The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or, in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District: and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by This Agreement, whether said injury or damage occurs either on or off School District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his/her own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract 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 inserted correctly, then forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - PAYMENTS After receipt of approved estimate for payment, there shall be paid to CONTRACTOR a sum equal to the value of work performed and of materials delivered on the ground or stock subject or under the control of the DISTRICT. Partial payments shall be prepared by CONTRACTOR on a form approved by DISTRICT. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or any bondsman from any damages arising from such work or from enforcing each and every provision of the contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment.

CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the DISTRICT or Architect has not been completed.


ARTICLE 8 - COMPONENTS PARTS OF THE CONTRACT The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:


Notice to Contractors Calling for Bids
Information for Bidders

Bid, as accepted
List of Subcontractors
Contractor's Certificate Regarding Workers Compensation
District Agreement
Non-Collusion Declaration
General Conditions
Guarantee
Addenda No. __, dated
Addenda No. __, dated
Drawings and Project Specifications

All of the above named contract documents are intended to be complementary. Work required by one or the above named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT: Ontario-Montclair School District
By 
Vanessa Eastland, Chief Financial Officer

CONTRACTOR: Burrtec
By 
Title Chief Operating Officer/Vice President

ATTACHMENT A – SOLID WASTE/RECYLCING BINS
All Bins currently 3 yard containers – Quantity listed

Current P/U Solid Waste – 4x per week for Elementary Schools
Current P/U Solid Waste – 5x per week at Middle Schools
Monday – Friday
Current P/U Recycle – 2x per week – all sites
Monday - Friday

BUENA VISTA ELEMENTARY

5685 SAN BERNARDINO
MONTCLAIR 91763
__2__ SOLID WASTE
__2__ RECYCLE

\$824.60/month

HOWARD ELEMENTARY

4650 HOWARD ST.
MONTCLAIR 91763
__2__ SOLID WASTE
__1__ RECYCLE

\$669.65/month

KINGSLEY ELEMENTARY

5625 KINGSLEY ST.
MONTCLAIR 91763
__3__ SOLID WASTE
__1__ RECYCLE

\$927.00/month

LEHIGH ELEMENTARY

10200 LEHIGH
MONTCLAIR 91763
__3__ SOLID WASTE
__1__ RECYCLE

\$927.00/month

MONTERA ELEMENTARY

4825 BANDERA
MONTCLAIR 91763
2 SOLID WASTE
1 RECYCLE

\$669.65/month

MONTE VISTA ELEMENTARY

4900 ORCHARD ST.
MONTCLAIR 91763
2 SOLID WASTE
1 RECYCLE

\$787.45/month

MORENO ELEMENTARY

4825 MORENO ST.
MONTCLAIR 91763
3 SOLID WASTE
1 RECYCLE

\$927.00/month

RAMONA ELEMENTARY

4225 HOWARD ST.
MONTCLAIR 91763
1 SOLID WASTE
1 RECYCLE

\$669.65/month

SERRANO MIDDLE

4725 SAN JOSE ST.
MONTCLAIR 91763
2 SOLID WASTE
1 RECYCLE

\$669.65/month

VERNON MIDDLE

9775 VERNON
MONTCLAIR 91763
3 SOLID WASTE
2 RECYCLE

\$1,258.65/month

MISSION ELEMENTARY

5555 HOWARD
ONTARIO 91762
2 SOLID WASTE
1 RECYCLE

\$669.65/month