



## AMENDMENT No.1

### AMENDMENT TO CONTRACT BETWEEN WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND USA WASTE OF CALIFORNIA INC., DBA WASTE MANAGEMENT FOR WASTE MANAGEMENT SERVICES DISTRICTWIDE

This amendment ("Amendment") is made effective \_\_\_\_\_, 2020, to that "Agreement for Professional Services" dated April 1, 2017, hereinafter called "Agreement," previously executed by and between William S. Hart Union High School District, hereinafter called "District," and USA Waste of California Inc. hereinafter called "Contractor." The District and Contractor may be referred to individually as a "Party," and collectively as the "Parties."

Whereas, the Contractor represents and warrants that it has all licenses, certifications, approvals, resources, qualifications, skills, experience and other things as are necessary to fully and satisfactorily provide the services listed in and required by this Amendment; and

Whereas the Parties desire to amend the Agreement to provide for recycling collection services as provided by this Amendment.

Now, therefore, in consideration of the promises herein contained and for the good and valuable consideration, the parties hereto agree to amend the Agreement as follows:

1. Section 1.2 – Time for Services. This Amendment hereby modifies Section 1.2 of the Agreement by extending the expiration date of the Agreement to June 30, 2022.
2. Exhibit "A" to the Agreement – Scope of Services. Exhibit "A" to the Agreement is modified to add the following:

Recycling Collection Service: Contractor shall provide all recycling collection service to the Premises (listed below in Exhibit 1 to the Amendment).

Contractor shall provide recycling bins, cans or carts to the Premises in sufficient quantities to meet the recycling needs of each Premises. The following shall apply to Recyclable Materials as defined below and recycling services:

- (a) (i) Single stream Recyclable Materials ("Single Stream") will consist of District's entire volume of Recyclable Materials. Any material not specifically set forth as Recyclable Materials in subdivision (c) below, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in

contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Contractor. Single Stream may not contain any Unacceptable Materials. (ii) District shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current Institute of Scrap Recycling Industries Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to District, in writing, by Contractor from time-to-time. (iv) Contractor reserves the right, upon advanced written notice to District, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement and any amendments thereto. Any refuse that is not collected as Recyclable Materials due to contamination or market conditions will be collected the next business day and disposed of as Waste Materials at the applicable rates.

(b) Recyclable Materials may not contain Excluded Materials. Contractor may reject in whole or in part, or may process, in its sole discretion, Excluded Materials. In such a case, Contractor shall invoice the District for all costs, losses, and expenses incurred with respect to such Excluded Materials including costs for handling, processing, transporting, and/or disposing of Excluded Materials.

(c) SINGLE STREAM SPECIFICATION: RECYCLABLE MATERIALS must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

(d) NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard

Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.

(e) DELIVERY SPECIFICATIONS: Material delivered by or on behalf of District may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

(f) Without limiting the foregoing, and District shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads. Under the present COVID-19 health crisis, Contractor agrees that the District will receive a 90-day grace period during which Contractor will not assess any contamination charge. The 90-day grace period shall begin upon the actual return of students to the Premises. The foregoing grace period may be extended by mutual agreement of the Parties.

Contamination: Contractor and District anticipate that District will participate in Contractor's Recycling Program as required by applicable laws, in a manner such that the total level of contamination in each Recycling Container on the Premises will not exceed ten percent (10%) by volume, as determined by visual inspection of Contractor. In addition to the procedures described below, Contractor shall also provide the District with any video depicting any contaminated or non-conforming container, as soon as Contractor implements

its Smart Truck technology. As used herein, "contamination" refers to materials placed in a Recycling Container other than those Recyclable Materials which the Parties agree are appropriate for collection therein. Without limiting Contractor's overall diversion obligations in any way, District and Contractor agree to utilize the following procedures to assist in achieving the above noted contamination goal:

If Contractor documents that a particular Premises in the District has a Recycling Container with excessive contamination, Contractor may refuse collection and leave a written notice explaining the reason for non-collection, or may service the Recycling Container, by collecting the Recycling Container as Solid Waste with a separate pickup, and may charge a contamination fee, in an amount that does not exceed the maximum rate set forth in Exhibit 1 to the Amendment for an incident. Contractor will tag the Recycling Container with a notice that includes:

- A. The fact the Recycling Container required special Solid Waste handling services and the contents could not be recycled due to the presence of inappropriate material in the Recycling Container;
- B. A description of the Recyclable Materials that are appropriate for collection in the Recycling Container;
- C. An explanation that a subsequent incident of excessive contamination may result in non-collection, the imposition of another extra pickup/contamination fee, in an amount that does not exceed the maximum rate set forth in Exhibit 1 to the Amendment for an incident, and, where warranted, recommending additional or larger-sized Solid Waste Containers, or additional collections of existing Containers, or the use of locking or slotted Bins, at an additional cost to the District; and
- D. A phone number to contact Contractor to obtain additional information and/or receive responses to questions the District may have.

In the event the Premises in question continues to place Recycling Containers with excessive contamination out for collection, Contractor may collect the Recycling Container as Solid Waste, in a separate pickup, and charge the District an extra pickup/contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit 1 to the Amendment for an incident. In addition, where there have been four (4) or more instances of excessive contamination by the District at a single Premises in any twelve (12) month period, Contractor may (with written approval of the District) (i) deliver additional or larger Solid Waste Containers or Recycling Containers (as applicable) to that Premises, and/or require additional weekly Services as appropriate, and charge the District for such increased or additional services at rates that do not exceed the maximum rate set forth in Exhibit 1 to the Amendment for an incident, or (ii) install locking or slotted Bins at the Premises for the charge set forth in Exhibit 1 to the Amendment for an incident.

3. Other Terms Unchanged. Except as expressly amended herein, this Amendment shall not amend any other terms or conditions of the Agreement, and the Agreement, as amended, shall remain in full force and effect throughout the term of the Agreement.

IN WITNESS WHEREOF, the undersigned, acting as authorized signatories, acknowledge that this Amendment is incorporated into the original Agreement and has been reviewed and approved, and so, indicate by their signatures below:

**DISTRICT**

WM. S. Hart Union High School District

By: \_\_\_\_\_  
Ralph Peschek

Title: Chief Business Officer

Date: \_\_\_\_\_

**CONTRACTOR**

USA Waste of California Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1 - Pricing**

ACCOUNT #:	ACCOUNT NAME:	TYPE:	SERVICE:	New Rate
160-157950	ARROYO SECO JHS	WASTE	3-3yd-3x	447.45
160-157956	PLACERITA JHS	WASTE	3-3yd-3x	447.45
160-157958	RANCHO PICO JHS	WASTE	3-3yd-3x	447.45
160-157921	RIO NORTE JHS	WASTE	3-3yd-3x	447.45
160-157960	SIERRA VISTA JHS	WASTE	3-3yd-3x	447.45
160-157953	LA MESA JHS	WASTE	3-3yd-3x	447.45
160-157950	ARROYO SECO JHS	RECYCLE	3-3yd-2x	\$402.69
160-157921	RIO NORTE JHS	RECYCLE	3-3yd-2x	\$402.69
160-157960	SIERRA VISTA JHS	RECYCLE	3-3yd-2x	\$402.69
160-157958	RANCHO PICO JHS	RECYCLE	2-3yd-2x	\$288.24
160-157953	LA MESA JHS	RECYCLE	1-3yd-2x	\$173.78
160-157956	PLACERITA JHS	RECYCLE	1-3yd-2x	\$173.78
160-171294	LA MESA JR CAFETERIA	Waste	1-3yd-5x	\$303.52
	PLACERITA JHS			\$303.52
160-171218	CAFETERIA	Waste	1-3yd-5x	
160-157968	VALENCIA HS	WASTE	5-3yd-5x	1171.01
160-157919	CANYON HS	WASTE	5-3yd-5x	1171.01
160-157966	HART HS	WASTE	5-3yd-5x	1171.01
160-157920	GOLDEN VALLEY HS	WASTE	5-3yd-5x	1171.01
160-157922	SAUGUS HS	WASTE	5-3yd-5x	1171.01
160-157970	WEST RANCH HS	WASTE	5-3yd-5x	1171.01
251-1546	CASTAIC HS	WASTE	3-3yd-3x	447.45
160-157919	CANYON HS	RECYCLE	3-3yd-2x	\$402.69
160-157922	SAUGUS HS	RECYCLE	3-3yd-2x	\$402.69
160-157968	VALENCIA HS	RECYCLE	3-3yd-2x	\$402.69
251-1546	CASTAIC HS	RECYCLE	3-3yd-2x	\$402.69
160-157920	GOLDEN VALLEY HS	RECYCLE	3-3yd-2x	\$402.69
160-157966	HART HS	RECYCLE	3-3yd-2x	\$402.69
160-157970	WEST RANCH HS	RECYCLE	3-3yd-2x	\$402.69
	GOLDEN VALLEY CAFETERIA			\$303.52
160-171298	CAFETERIA	Waste	1-3yd-5x	
160-171297	Hart HS CAFETERIA	Waste	1-3yd-5x	\$303.52
160-171296	Valencia HS CAFETERIA	Waste	1-3yd-6x	\$363.37
160-157970	West Ranch HS	Waste	1-3yd-5x	\$303.52

	CAFETERIA			
160-157972	M&O	WASTE	1-3yd-3x	\$183.81
160-157974	WAREHOUSE/SEQUOIA SCHOOL	WASTE	2-3yd-3x	\$315.64
160-157977	TRANSPORTATION	WASTE	1-3yd-3x	\$183.81
160-157982	DISTRICT ANNEX	WASTE	1-3yd-2x	\$123.96
160-157918 MASTER ACCT	DISTRICT OFFICE	WASTE	1-3yd-2x	\$123.96
160-157972	M&O	RECYCLE	1-3yd-1x	\$89.01
160-157974	WAREHOUSE/SEQUOIA SCHOOL	RECYCLE	1-3yd-1x	\$89.01
160-157977	TRANSPORTATION	RECYCLE	1-3yd-1x	\$89.01
160-157982	DISTRICT ANNEX	RECYCLE	1-3yd-2x	\$173.78
160-157984	DISTRICT COPY CENTER	RECYCLE	2-3yd-2x	\$288.24
160-157918	DISTRICT OFFICE	RECYCLE	1-3yd-2x	\$173.78
160-157984	DISTRICT COPY CENTER	RECYCLE	2-3yd-2x	\$288.24
				\$18,824.13
				\$3703.07 savings

The District will be charged for contamination of Recyclable Materials at a rate of \$153.00 per container and per incident. Additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.