

## Waste Disposal Services Contract

This agreement is entered into between:

(Hereinafter referred to as "Contractor")

AND

Ocean Springs School District  
Post Office Box 7002  
Ocean Springs, MS 39566-7002

(Hereinafter referred to as "Customer")

For the following facilities:

(Hereinafter referred to as "Location")

Location	Address	Dumpster Size	Pick Ups/Week
Oak Park Elementary School	2230 Government St.	10 Yard	5
Alternative Education Center	2401 School Street	6 Yard	2
OS Upper Elementary	2320 Government St.	10 Yard	5
OS Upper Elementary	2320 Government St.	8 Yard	5
OS Upper Elementary	406 Holcomb Blvd	10 Yard	5
Pecan Park Elementary School	504 Hanley Rd.	8 Yard	5
Magnolia Park Elementary School	3500 Government St.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	10 Yard	5
OS Middle School	3600 Hanshaw Rd.	8 Yard	5
OS High School	6710 Old Spanish Trail Rd.	8 Yard x 4	5
Ocean Springs Operations Department	1005 Hanley Rd.	6 Yard	1
Greyhound Stadium	2732 Stadium Drive	8 Yard	1
OS Central Administration	2330 Government St.	8 Yard	2
Technology Department	400 Holcomb Blvd.	8 Yard	1

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. **Employment.** Customer hereby employs Contractor to provide waste disposal services to the above referenced locations.
2. **Scope of Work.** In consideration of the employment and compensation described herein, Contractor shall perform the following services as outlined above annually for the duration of the contract:  
Contractor agrees to supply all labor, equipment, and material necessary to perform such services. Customer or its agent shall notify Contractor of any change in the areas to be serviced and the date such change shall become effective, said notice to be in writing and received by the Contractor before the effective date of the change.
3. **Contractor Employees.** Contractor shall perform the following duties:

- (a) Contractor shall use reasonable efforts to employ only persons skilled in the performance of waste disposal services;
- (b) Contractor shall certify compliance with OSSD School Board Policy FGDB using form FGDB-E(1) (attached);
- (c) Contractor shall be willing to work with police and submit employees to polygraph tests upon demand of the Ocean Springs School District if the police department feels that it may help in solving cases involving the Ocean Springs School District;
- (d) Contractor shall furnish each employee with a form of identification showing the name of the employee and clearly showing that he is an employee of the Contractor;
- (e) Contractor shall direct its employees to be neatly attired during the performance of the services hereunder;
- (f) Contractor shall insure no smoking, interactions with students, foul language, yelling or fighting will be permitted on the Ocean Springs School District properties;
- (g) Contractor shall comply with and inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);
- (h) Contractor shall designate a supervisor who will be instructed to check the quality of services provided by Contractor employees in performing this Contract;
- (i) Contractor shall obtain fidelity bonds on its employees;
- (j) Contractor shall comply with the Immigration Reform and Control Act of 1986;
- (k) Contractor shall furnish each employee with training required by AHERA (Asbestos Hazard Environmental Removal Act);
- (l) Contractor must maintain a license to do business in the State Of Mississippi;
- (m) Contractor will be responsible for bodily injury and/or property damage caused as a result of services provided;
- (n) Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4. **Customer Inspection.** Labor, materials, and supplies furnished by Contractor shall be subject to inspection at any time by the Customer, his agent, or representative. Customer shall notify Contractor of any objections it has to the service performed within five (5) days after the date such services in question were performed. Contractor shall have the right to improve said services within (5) days from the date of the Customer's

notice to conform with the Customer's desires as specified in said notice without being in default. Failure of the Customer to give notice in writing objecting to Contractor's performance hereunder shall constitute acceptance of Contractor's performance and Customer shall have no right to withhold payment of any amounts hereunder for the past failure to perform on the part of the Contractor. If notice is given and Contractor fails to perform, the Customer has right to withhold payment until such time as proper service is performed.

5. **Insurance.** Contractor shall maintain insurance of the following types and amounts:
  - (a) Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
  - (b) Commercial Auto Liability - Combined Single Limit in an amount of \$1,000,000.00; Workers' Compensation and Employer's Liability Insurance:
  - (c) Workers' Compensation Limits: Statutory-State of Mississippi. Policy shall include a waiver of subrogation in favor of Ocean Springs School District. Employers' Liability: \$100,000.00 Each Accident; \$500,000.00 Disease Policy Limit; \$100,000.00 Disease Each Employee;
  - (d) The Ocean Springs School District shall be named as an additional insured on the General Liability Policy and Automobile Policy;
  - (e) Fidelity bonds shall be secured on all of Contractor's employees in amounts not less than \$5,000.00 per individual and \$25,000.00 per occurrence; and,
  - (f) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this Contract.
  
6. **Customer Non-Interference.** The parties hereby mutually acknowledge that Contractor has a substantial investment in the training and preparation of its employees in order for the Contractor to fulfill its obligations hereunder.
  - (a) Contractor must advise and discipline its employees for discussing employment matters with the Customer's personnel;
  - (b) During the term of the Contractor's employment and for a period of three (3) months following the termination thereof, Customer agrees not to employ for the purpose of performing waste disposal services at the Locations, any employee of Contractor who performed services pursuant to this Contract;
  - (c) Contractor shall waive the terms of the above items, in consideration of a mutually agreed fee paid to the Contractor for the employment of Management and/or Supervision staff.
  
7. **Liability for Loss.** Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, charged to, or recoverable from the Customer by reason of the sole negligence or proven dishonesty of Contractor, its employees or agents in connection with the performance of the services hereunder.
  
8. **Miscellaneous.**
  - (a) This contract shall be construed in accordance with the laws of the State of Mississippi.
  - (b) This contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
  - (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;
  - (d) By the signature below, the individual executing this Contract on behalf of the Customer has full power and authority to execute this Contract and thereby bind,

- jointly and severally, Customer (if other than owner of Location) and owner of Location to the terms of this Contract;
- (e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

9. **Terms of Service.** The terms of this Contract shall commence **July 1, 2020** and shall continue until **June 30, 2025** with additional services as mutually agreed upon by both parties. That either party may terminate this Contract by providing the other party with forty-five (45) days advanced notice of the intent to quite. That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the forty-five (45) day period.
10. **Work Hours.** Contractor shall schedule its services so as to conform with the reasonable requirements of the Locations and Contractor shall use reasonable efforts not to interfere with the normal routine of the Location's tenants.
11. **Compensation.** Throughout the term of this Contract, Customer shall pay to the Contractor the sum of \$ \_\_\_\_\_ month based on specifications in accordance with the following terms:
- (a) Payment will be made no later than forty-five (45) days after the month that the contract begins assuming:
    - (1) There are no unresolved problems with the service as outlined in Section 4;
    - (2) There is a duplicate copy of a bill for the appropriate amount presented to the Ocean Springs School District Business Office no later than five days after the end of the service month;
    - (3) There are no additional charges on the bill that were not specifically approved by the Superintendent, Director of Operations, or the School Business Administrator;
    - (4) There is no liability and/or insurance problems with required coverages and limits.
  - (b) Customer acknowledges that Contractor's compensation is based on Contractor not working these days: Christmas Day, New Year's Day, Independence Day, Thanksgiving Day, and Labor Day.
12. This Contract may not be assigned or transferred without the prior written consent of both parties.
13. It is the sole responsibility of the Contractor to obtain all necessary licenses and permits required by Federal, State, County, and Local regulations and ordinances.
14. In the event that the Contractor shall file bankruptcy, the Customer should be entitled to terminate the contract upon providing 5 days written notice to the Contractor.

IN WITNESS THEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is received by Contractor.

Extra labor and equipment use must be specifically authorized by the Superintendent, director of Operations, or School Business Administrator at the costs listed below:

Extra Pick Up Charge  
Construction Dumpster

\$0 / \$0 /pick up on dumpster sizes 6 yd and 8 yd  
\_\_\_\_\_

Contractor

Ocean Springs School District

\_\_\_\_\_

\_\_\_\_\_

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

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