



ST. JOHN

THE BAPTIST PARISH

Natalie Robottom
Parish President

Office of the Parish President

IESI LA CORPORATION CHANGE OF NAME AMENDMENT

Progressive Waste Solutions of LA, Inc. (hereinafter sometimes "Contractor"), a corporation duly organized and existing under the laws of Delaware that has registered to do business in the State of Louisiana; and St. John the Baptist Parish (hereinafter "Parish"), enter into this Agreement as of the 24th day of September 2012.

(a) The parties agree to the following facts:

- (1) Parish, represented by its duly elected Parish President, has entered into a certain contract with IESI LA Corporation, Inc. namely: that twenty page agreement signed by Parish President, Natalie Robottom and Vice President of IESI LA Corporation, Inc., Phil Smith. The term "the contracts," as used in this Agreement, means the above contracts, amendments, purchase orders and all other contracts and purchase orders, including all modifications or change orders, made by the Parish and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Parish or the Contractor has any remaining rights, duties, or obligations under these contracts).
- (2) IESI LA Corporation, Inc. in a Unanimous Written Consent of Board of Directors dated the 3rd day of January 2012, resolved to change its name to Progressive Waste Solutions of LA, Inc.
- (3) IESI LA Corporation, Inc. by an amendment to its Delaware certificate of incorporation, dated the 3rd day of January 2012, has changed its corporate name to Progressive Waste Solutions of LA, Inc.
- (4) IESI LA Corporation, Inc. by submission dated the 12th day of January 2012, to the State of Louisiana, has changed its corporate name to Progressive Waste Solutions of LA, Inc., with St. John the Baptist Parish receiving a letter informing it of same on the 12 day of June 2012.
- (5) This amendment accomplishes a change of corporate name only and all rights and obligations of the Parish and of the Contractor under the contracts are unaffected by this change.

(b) In consideration of these facts, the parties agree that:

- (1) The contracts covered by this Agreement are amended by substituting the name Progressive Waste Solutions of LA, Inc., for the name IESI LA Corporation, Inc. wherever it appears in the contracts with all appropriate permits, licenses, and insurances being maintained and transferred to the entities changed name; and
- (2) Each party has executed this Agreement as of the day and year first above written.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

Theresa Rodgers
Phil Smith

By: Natalie Robottom
Title: Parish President

I, Phil Smith, certify that I am the Vice President of Progressive Waste Solutions of LA, Inc.; that PHIL SMITH who signed the original Agreement for this corporation, was then VICE PRESIDENT of this corporation; that said previous agreement was and this Agreement is duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers; and that all appropriate permits, licenses and insurances have been maintained and transferred to the entities changed name. Witness my authorized signature of this corporation this 24th day of September 2012.

WITNESS:

CONTRACTOR
PROGRESSIVE WASTE SOLUTION OF LOUISIANA, INC
Formally, IESI LA Corporation, Inc.

Sam H. Sizer

By: Phil Smith
Title: Vice President



Thomas F. Daley
District Attorney

Fortieth Judicial District
Parish of St. John the Baptist
State of Louisiana
1710 Cannes Drive
P. O. Box 399
LaPlace, Louisiana 70069-0399

(985) 652-9757
Fax: (985) 651-6753

September 13, 2012

Roddie Matherne
District Municipal Marketing & Governmental Affairs
IESI-Progressive Waste Solution Company
Post Office Box 9077
Houma, Louisiana 70361

Dear Mr. Matherne:

Please find enclosed one original and one copy of the Change of Name Amendment for IESI/Progressive's Contract with St. John the Baptist Parish. I would really appreciate if you would have the original signed and returned to me, by an authorized person, with a copy of the document being keep for your records.

Do not hesitate to contact me if you have any questions.

Kindest regards,

A handwritten signature in cursive script, appearing to read "Vercell Fiffie".

Vercell Fiffie
Assistant District Attorney
Saint John the Baptist Parish

**St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569**

CONTRACT

Be it known, that on this **15th day of July, 2011**, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and **IESI LA Corporation, 136 A Power Boulevard, Reserve, LA, 70094, (985) 536-3046**, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to perform certain collection services of residential and commercial solid waste for the Parish, as stated in **Exhibit A: Statement of Work**.

Payment Terms

In consideration for the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Fee Schedule.

All payments must be approved by the **Finance Manager and/or Chief Administrative Officer**.

Monitoring Plan

This contract shall be monitored by the **Chief Administrative Officer** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The Contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

Termination Clause

The Parish may terminate the Contract at any time by giving **ninety (90) days written notice to the Contractor**. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract.

Insurance

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C, Insurance Requirements.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish; provided, that the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor, or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation, or otherwise) without the Parish's consent. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

Auditors

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on **August 1, 2011** and shall terminate on **July 31, 2016**.

Indemnity

Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, caused by a willful or negligent act or omission of the Contractor in its performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom; provided, however, that the Contractor shall not be liable for any claims, damages, losses and expenses, including but not limited to attorney's fees caused by a negligent or willful act or omission of the Parish, its agents and employees.

Severability Clause

If any one or more of the provisions contained in this contract shall, for any reason(s), be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Exclusions

Pursuant to Louisiana Revised Statute 38:2227, consultant must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors; misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

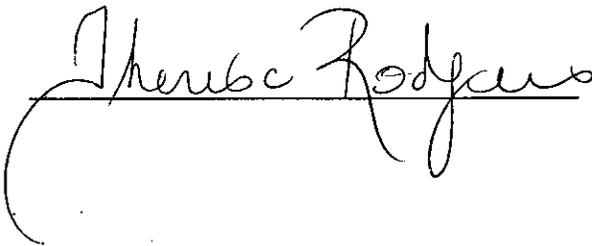
*Attachment: Exhibit D – General Specifications

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

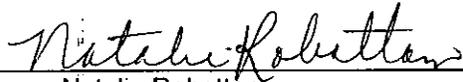
THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ^{8th} ~~15th~~ ^{Sept} day of ~~July~~, 2011.

WITNESS:



PARISH:
ST. JOHN THE BAPTIST PARISH

By: 
Natalie Robottom

Title: Parish President

WITNESS:



CONTRACTOR:
IESI LA CORPORATION

By: 

Title: Vice President

Exhibit A

STATEMENT OF WORK

Contractor will provide certain collection services of residential and commercial solid waste for the Parish. The work under this contract shall consist of the items contained in the attached general specifications, including all supervision, materials, equipment, labor, and all other items necessary to complete said work.

Contractor will provide seven (7) recycling containers placed at locations specified by the parish and will haul the recycled material to the Recycling Foundation of Baton Rouge in Baton Rouge, Louisiana. Recycling containers will be pulled on a schedule identified by the parish. (See locations and schedule below)

All recycled material collected by the contractor under this contract shall be hauled to a recycling center that is properly licensed and permitted and authorized to receive the material under this contract. Should the current recycling center be closed or shut down, the parish shall have the option of negotiating a new rate with the contractor to haul the material to another location or canceling the recycling program with 30 days written notice.

Contractor will provide two (2), twenty (20) cubic yard dumpsters at the parish complex building for residential trash and debris removal at \$225.00 per haul per day. The Parish will pay the disposal fee for this service.

Recycle Locations and Schedule:

1. St. Andrews Boulevard: Contractor will pull two (2) times weekly on Tuesdays and Fridays.
2. Service Center: Contractor will pull two (2) times weekly on Tuesdays and Fridays.
3. Central Avenue (Reserve): Contractor will pull two (2) times per month, on the first and third Wednesdays.
4. Garyville Substation: Contractor will pull one (1) time per month.
5. Edgard Fire Station: Contractor will pull one (1) time every two (2) months, or as authorized by the Parish.
6. Edgard Courthouse: Contractor will pull one (1) time every two (2) months, or as authorized by the Parish.
7. Pleasure Bend: Contractor will pull one (1) time every three (3) months, or as authorized by the Parish.

Exhibit B

Fee Schedule

Contractor will perform the services required under this contract at the rates specified below:

1. \$11.28 per unit per month for twice weekly semi-automated rear tipped refuse collection services.
2. \$10.34 per cubic yard for special refuse collection, including but not limited to, promiscuous and roadside dumps.
3. \$0.61 per ton mile for hauling to a disposal site, when or where different from the original site, the River Birch Landfill, 2000 South Kenner Road, Waggaman, and as approved and directed by the Parish. The price is per mile round trip, measured from the center of the Parish.
4. No charge to rent 15 yard recycling containers.
5. \$295.00 per haul for a 15 yard recycling container.
6. No charge to rent 30 yard recycling container.
7. \$295.00 per haul for a 30 yard recycling container.
8. \$55.00 each for additional carts.
9. \$225.00 per haul for the (2) 20 yard dumpsters at the Parish complex building for residential trash and debris removal.
10. The fees charged by the Contractor for the second and subsequent years of the term shall be adjusted upward by 3% on the anniversary date of the contract.

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be reasonably acceptable to Council:

- A) **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) **Commercial General Liability**, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products-completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept. /Legal Dept.

- C) **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- (1) \$1,000,000 CSL
- (2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.

EXHIBIT D
GENERAL SPECIFICATIONS

SOLID WASTE COLLECTION AND REMOVAL- 2011

1.00

DEFINITIONS

1.01	<u>Bags</u>
1.02	<u>Bulky Waste</u>
1.03	<u>Bundle</u>
1.04	<u>Commercial Refuse</u>
1.05	<u>Commercial Unit</u>
1.06	<u>Construction Debris</u>
1.07	<u>Container(CART)</u>
1.08	<u>Contract Documents</u>
1.09	<u>Contractor</u>
1.10	<u>Dead Animals</u>
1.11	<u>Disposal Site</u>
1.12	<u>Garbage</u>
1.13	<u>Hazardous Waste</u>
1.14	<u>Parish</u>
1.15	<u>Producer</u>
1.16	<u>Refuse</u>
1.17	<u>Residential Refuse</u>
1.18	<u>Residential Unit</u>
1.19	<u>Rubbish</u>
1.20	<u>Solid Waste</u>
1.21	<u>Stable Matter</u>

2.00

SCOPE OF WORK

3.00

TYPE OF COLLECTION

3.01	<u>Service Provided</u>
3.02	<u>Location of Containers, Bags and Bundles for Collection</u>
3.03	<u>General Description</u>
3.04	<u>Quantities Furnished To Bidders</u>
3.05	<u>Contractor To Make Examination</u>
3.06	<u>Governmental Approvals</u>

4.00

OPERATION

4.01	<u>Hours of Operation</u>
4.02	<u>Routes of Collection</u>
4.03	<u>Holidays</u>
4.04	<u>Complaints</u>
4.05	<u>Collection Equipment</u>
4.06	<u>Office</u>
4.07	<u>Hauling</u>
4.08	<u>Disposal</u>
4.09	<u>Notification</u>
4.10	<u>Point of Contact</u>

5.00	<u>COMPLIANCE WITH LAWS</u>
6.00	<u>EFFECTIVE DATE</u>
7.00	<u>NONDISCRIMINATION</u>
8.00	<u>INDEMNITY</u>
9.00	<u>LICENSES AND TAXES</u>
10.00	<u>TERM</u>
11.00	<u>INSURANCE</u>
12.00	<u>BOND</u>
	12.01 <u>Performance Bond</u>
	12.02 <u>Power of Attorney</u>
13.00	<u>BASIS AND METHOD OF PAYMENT</u>
	13.01 <u>Rates</u>
	13.02 <u>Modification to Rates</u>
	13.03 <u>Parish to Act as Collector</u>
	13.04 <u>Delinquent and Closed Accounts</u>
	13.05 <u>Contractor Billings to Parish</u>
14.00	<u>TRANSFERABILITY OF CONTRACT</u>
15.00	<u>OWNERSHIP</u>
16.00	<u>BREACH OF SERVICE</u>
17.00	<u>CANCELLATION OF CONTRACT</u>
18.00	<u>CHANGE IN DISPOSAL LOCATION</u>
19.00	<u>HIRING PREFERENCE</u>
20.00	<u>JURISDICTION & VENUE</u>

1.00 DEFINITIONS

1.01 **Bags** - Plastic or Paper sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.02 **Bulky Waste** - Stoves, refrigerators, water heaters, washing machines, furniture, window air conditioning units, and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

1.03 **Bundle** - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding 6 feet in length or 70 lbs. in weight.

1.04 **Commercial Refuse** - All garbage, rubbish, bulky waste, construction debris, and stable matter generated by a Producer at a Commercial Unit.

1.05 **Commercial Unit** - Any place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc. located within the boundaries of St. John the Baptist Parish.

1.06 **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or demolition operations, including concrete, wood, sheetrock, metal, etc.

1.07 **Container (CART)** - A receptacle provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 90-96 gallons. The actual container (CART), including the color and wording and/or logo must be approved by the Parish, prior to use. No Contractor logos will be allowed. All CARTS used in the current contract shall be acceptable for use under this Contract. All additional CARTS used in this contract shall be new. All CARTS provided under this Contract shall be donated to the Parish of St. John the Baptist at the end of the term of this Contract. The Parish reserves the right to deny the acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of containers (CART) is included in the Proposal price submitted. All repairs, replacement and/or deliveries of CARTS shall be made within seven calendar days.

The Contractor shall provide a container (CART) for each Residential Unit and Commercial Unit served by this contract and shall repair and/or replace any carts, as necessary. Customers requesting additional CARTS for regular collection service shall be provided said carts and billed monthly for the appropriate number of units. Stolen carts will be replaced upon providing a police report to the Contractor, and each Unit shall be entitled to one free replacement of a stolen CART. Additional carts must be purchased at a cost of **\$ 55.00** each.

1.08 **Contract Documents** - The Request for Proposals; Instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.

1.09 **Contractor** - The person, corporation, partnership, or joint venture performing Refuse Collection under contract with the Parish.

1.10 **Dead Animals** - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use, excluding horses and cows.

1.11 **Disposal Site** - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

1.12 **Garbage** - Any and all accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage,

transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

1.13 **Hazardous Waste** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

1.14 **Parish** - Parish of St. John the Baptist

1.15 **Producer** - An occupant of a Residential or Commercial Unit who generates Refuse.

1.16 **Refuse** - This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, Construction Debris and Stable Matter generated at a Residential or Commercial Unit unless the context otherwise requires.

1.17 **Residential Refuse** - All Garbage, Rubbish, Bulky Waste, Construction Debris, and Stable Matter generated by a Producer in a Residential Unit.

1.18 **Residential Unit** - A dwelling within the limits of the Parish occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water or domestic light and power service is being supplied thereto.

1.19 **Rubbish** - All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.20 **Solid Waste** - All garbage, bulky waste, construction debris and green waste generated by a Producer at a Residential or Commercial Unit and not part of a Commercial Business, Venture, or Establishment.

1.21 **Stable Matter** - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 **SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 **TYPE OF COLLECTION**

3.01 **Service Provided**

(a) The Contractor shall provide quality curbside collection services, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. John the Baptist Parish provided such refuse is placed out for collection in carts, acceptable containers, bags, or bundles as defined in this agreement. The Contractor shall also provide quality curbside collection service for the collection of Bulky Waste from all Residential Units, not to exceed two (2) cubic yards per week. A residential

customer may choose to request additional containers (CARTS) and be billed accordingly for each.

The Contractor shall also provide refuse collection for trailer courts if necessary. Each trailer is considered a Residential Unit for the purposes of this contract. If curbside collection for trailers is not feasible, the Contractor is obliged to collect refuse generated from trailers by some other acceptable method. The Contractor will state how such service will be provided below (i.e. dumpster service, on-site collection, back yard, etc.)

(b) The Contractor shall also provide curbside collection service for the collection of Commercial Refuse not in excess of one container (CART) per collection day per Commercial Unit for (2) two-times a week service. Commercial Units producing refuse in excess of the above quantities may choose to request additional containers (CARTS) up to a maximum of five and be billed accordingly for each or must secure other means of refuse collection.

(c) The Contractor shall collect any dead animals from public roads or public right-of-ways when encountered or when requested by the public or by the Parish. Collection of dead animals must be accomplished within twenty-four (24) hours of request.

(d) The Contractor will be responsible for cleaning up any spillage resulting from collection activities. All of the Contractor's vehicles will be equipped with brooms, shovels, and rakes.

(e) In no circumstances shall waste collected in other Parishes be co-mingled with waste collected under this Contract without the written permission of the Parish.

(f) Refuse must be collected in front of vacant lots and on the median. For the purpose of this proposal, such refuse is assumed to have been placed out for collection by the resident whose property is closest to such vacant lot or median and thus is not considered as an additional unit in calculating the number of units to be billed. Such refuse does not include refuse generated from the clearance of vacant lots.

(g) At the direction of the Parish, Contractor will provide two (2) dumpsters at location(s) provided for, and designated by the Parish for producers and residential refuse to drop off over a 24 hour period, or some other period of time as mutually agreed upon by Parish and Contractor. At the conclusion of the drop off period, Contractor will service and pull the dumpster(s). The afore described special collection services will be provided up to a maximum of one (1) time per week. Parish, not Contractor, is responsible for obtaining any necessary authorizations for the placement and location of the dumpsters.

(h) Contractor will provide two twenty (20) cubic yard dumpsters at the parish complex building for residential trash and debris removal at **\$ 225.00** per haul. The Parish will pay the disposal fee for this service.

(i) Contractor will provide (free of charge) up to twenty (20 port-a-lets for Mardi Gras).

3.02 Location of Containers, Bags and Bundles for Collection - Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys). Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Containers shall be replaced by collectors in an upright position. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the container at curbside. In areas of the Parish where containers cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the containers.

3.03 General Description - The work to be done consists of the acceptance and proper delivery

of all refuse generated from the Parish, its agent(s), residents of St. John the Baptist Parish and other public agencies domiciled in St. John the Baptist Parish to the designated landfill.

3.04 **Quantities Furnished To Contractors** - The quantities listed on the Proposal sheet and in the instructions to contractors are for the purpose of comparing proposals only. They may be increased or decreased and do not constitute a warranty or guarantee by the Parish as to the actual quantity disposed of.

3.05 **Contractor To Make Examination** - The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the work to be performed.

3.06 **Governmental Approvals** - Before the Parish will accept any proposal on the contract, the President's office will be provided with copies of any agreements, permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's Business.

The Contractor shall comply with all lawful police, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of this contract.

3.07 **Force Majeure**- The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, explosion, fire, flood, riot, sabotage, acts of terrorists, or judicial or governmental laws or regulations.

4.00 OPERATION

4.01 **Hours of Operation** - Collection of Refuse shall not start before 5:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 **Routes of Collection** - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Parish for their approval, which approval shall not be unreasonably withheld. At the request of the Parish President the Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the Official Journal of the St. John the Baptist Parish Council and any other newspapers deemed necessary. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the Parish, for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the Parish's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Units. Contractors may schedule collections six (6) days per week, provided no regular collections are scheduled on Sundays.

4.03 **Holidays** - The following shall be holidays for purposes of this Contract:

- New Year's Day**
- Mardi Gras Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Thanksgiving Day**
- Christmas Day**

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least twice per week. Where a scheduled collection day falls on **New Year's Day, Mardi Gras Day, Thanksgiving Day, and Christmas Day**, the Contractor must make up that collection day within forty-eight (48) hours of that holiday. There shall be no regular scheduled collections established on Sunday. It is also understood that the Contractor shall be allowed to observe Holidays of the Disposal Site Operator.

The Contractor shall be responsible for publicizing, at its expense, changes in collection schedules due to the observance of holidays.

4.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received.

It shall be the duty of the Contractor to take whatever steps necessary to remedy the cause of the complaint and notify the Parish of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor.

The Contractor shall provide the Parish with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents.

The Contractor, without expense to the Parish or the resident, and within twenty-four (24) hours after notice, shall replace cans and can lids taken or damaged by collectors. Replacement cans or lids shall be of equal or greater value as the lost or damaged item.

4.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the Parish, at all times. Vehicles may be a maximum of five (5) years old at the beginning of the contract term. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All collection vehicles shall be of the closed container type so as to prevent leakage.

(a) Prior to the starting date of the Contract, the Contractor shall submit to the Parish: The technical specification data on each truck to be used, including but not limited to cubic yardage, type of truck and weight and a photograph of each truck clearly showing its number.

The same above data should be submitted on any truck that may be used as a substitute. A list of such trucks shall be presented along with their normal place of work.

(b) The Contractor shall submit a Substitute Truck Plan, which will set up a system for immediate notification and follow-up documentation when a substitute truck is to be used. This system must be satisfactory to the Parish, and the Parish must approve the system. If the system is not satisfactory to the Parish then the Contractor will modify it until such time it is satisfactory to the Parish.

(c) All regular collection vehicles used in service under this Contract shall not be more than five (5) years old and shall be at a designated capacity of less than or equal to 29 cubic yards. Exceptions may be requested for boom trucks or similar vehicles for collection of Bulky Waste or Rubbish, and approval shall not be unreasonably withheld. The Contractor will use only refuse collection vehicles manufactured not earlier than 2007, and shall provide specification data on each truck as stated in Section 4.05(a). Substitute trucks shall not be greater than a 29 cubic yard capacity.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot be repaired promptly, sufficient equipment shall be obtained to properly operate.

The Contractor shall properly protect equipment and place it in the charge of competent operators at all times.

The trucks to be used in collection shall be marked with numbers that are different for each truck and different from the numbers on the trucks used by the Contractor in adjacent parishes. In no case shall they be the same numbers as the proposed substitute trucks.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 12 inches high and 6 inches wide and shall be clearly readable. The numbers shall be painted on the trucks and not plates or other readily removable or exchangeable parts. Each set of truck numbers shall be preceded by the letters "SJB" in the same above dimension. Each truck must be equipped with either a two-way radio or a cellular phone to ensure communications with the Company dispatcher.

4.06 Office - The Contractor shall maintain an office or such other facilities through which he can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days. Contractor shall have a Supervisor assigned to St. John the Baptist Parish and available in the Parish during hours of operation to respond to complaints.

4.07 Hauling - All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.

4.08 Disposal - All Refuse collected shall be disposed of by the Contractor at the site designated by the Parish. The current disposal site is the River Birch Landfill, 2000 South Kenner Road, Waggaman, La. Should a new disposal site become available the Parish has the right to re-direct the waste to the new site.

4.09 Notification - The Contractor shall notify all Producers about collection routes, disposal procedures, complaint procedures, regulations and days for scheduled Refuse collection.

4.10 Point of Contact - All dealings, contacts, etc., between the Contractor and the Parish shall be directed by the Contractor to the Parish President's designated agent and by the Parish to the Contractor's manager.

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Parish on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on August 1, 2011.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands,

damages, costs, expenses, penalties, fines, and attorney's fees caused by a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; or subcontractors done in the performance of this Contract; provided, however, that the Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Parish and its officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Parish and State.

10.00 TERM

The Contract shall be for a **five (5) year period** beginning **August 1, 2011**, and ending **July 31, 2016**. Upon written mutual agreement between the Parish Council and the Contractor, this Contract may be extended for an additional five (5) year period.

11.00 INSURANCE

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be reasonably acceptable to Council:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- Employers' liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate
- No excluded classes of personnel or employees shall be allowed on Council's premises

B) Commercial General Liability, including:

- Contractual liability assumed by this agreement
- Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- Personal and advertising liability
- Completed operations
- Medical payments

The limits for "B" above shall not be less than:

- \$1,000,000 each occurrence limit
- \$2,000,000 general aggregate limit other than products – completed operations
- \$1,000,000 personal and advertising injury limit
- \$1,000,000 products/completed operations aggregate limit
- \$50,000 fire damage limit
- \$5,000 medical expense limit (desirable but not mandatory)
- \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.

- St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

C) Comprehensive Automobile Liability covering all owned hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- \$1,000,000 CSL
- St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

12.00 BOND

12.01 Performance Bond

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 50% of the annual value of the Contract.

(b) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

(d) In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract.

12.02 **Power of Attorney** - Attorneys-in-fact who sign performance bonds or contract bonds must file with each one a certified and effectively dated copy of their power of attorney.

13.00 BASIS AND METHOD OF PAYMENT 13.01 **Rates**

(a) For collection services required to be performed pursuant to this Contract, the charges shall not exceed the rates as fixed by the Contract Documents, for the first year of the Contract, and thereafter as adjusted in accordance with paragraph 13.02.

13.02 Modification to Rates

(a) Following the award of the contract but preceding contract signing, the Parish and the Contractor shall mutually count and agree on the number of units that will be served under this contract and billed to the Parish. The count shall be based on the unit count prepared by the Department of Finance. Each year the Contractor will submit to the Parish any change in the number of units served. The Parish may accept this count or request a count performed by both the Parish and the Contractor of the total area.

(b) The fees charged by the Contractor for the second and subsequent years of the term shall be adjusted upward by 3% on the anniversary date of the contract.

(c) The Contractor may petition the Parish Council for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business which exceed the 3% annual adjustment, such as, but not limited to, revised laws, ordinances, or regulations, change in the cost of diesel fuel, or change of landfill location or cost of disposal at landfill; however, no rate adjustments shall be requested within one (1) year of the effective date of the contract. At the time of any such petition, the Contractor shall provide the Parish Council with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

(d) The Parish may request and be provided with additional information pertaining to this Contract to validate any request for increase in rates that in the Parish's opinion appears to be unusual by the Contractor. The Parish must request the additional information within thirty (30) days of notification of a petition to increase in rates. The Parish shall not require or request additional information for the CPI adjustments noted in Section 13.02(b).

13.03 Parish to Act as Collector - The Parish shall submit statements to and collect from all Residential and Commercial Units for services provided by the Contractor pursuant to Sections 3.01 (a) and 3.01 (b), including those accounts that are delinquent.

13.04 Delinquent and Closed Accounts - The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Parish. Upon further notification by the Parish, the Contractor shall resume Refuse collection for the next regularly scheduled collection day. The Parish shall indemnify and hold the Contractor harmless for any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Parish.

13.05 Contractor's Billings to Parish - The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month, and all invoices will be processed and payment submitted within 30 (thirty) days after submission of the invoice.

Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Parish collects from the customer for such service. The Contractor's bill shall have attached a monthly report of all complaints received and their disposition.

14.00 TRANSFERABILITY OF CONTRACT

No Assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Parish Council which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor provided, however, that the Contractor may assign this Contract to any direct or indirect affiliate or subsidiary of the Contractor, or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation, or otherwise) without the Parish's consent.

15.00 OWNERSHIP

Title to Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs.

16.00 BREACH OF SERVICE

As a breach of the service provided by this contract would cause serious and substantial damages to the Parish and its occupants, and the nature of this contract would render it impractical or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service the Parish President's office may elect to collect liquidated damages as specified below and not as a penalty, the amount set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract:

(a) A truck beginning residential collection prior to 5:00 a.m. or continuing beyond 8:00 p.m. without approval of the Parish - \$100.00 per day per truck.

(b) Failure to collect missed collection from each unit or remove dead animals within twenty-four (24) hours of notification to Contractor - \$100.00 for each unit or animal missed, per day.

(c) Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, failure to leave trash cans upright, failure to return cans to the curb, or similar violations - \$25.00 for each violation.

(d) Failure to repair or replace CARTS and/or deliver CARTS to new customers within seven calendar days - \$50.00 for each violation, per day.

(e) Contractor shall receive notice of such complaints referred to in (a), (b), (c), and (d) above; said notice shall be provided by, hand delivery, U. S. Mail, fax or electronic mail.

Such liquidated damages as the Parish President shall elect to collect will be deducted from the monthly payments due the Contractor.

If the Contractor fails to provide the refuse collection services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of acts of God, acts of war, explosion, fire, flood, riot, sabotage, acts of terrorists, or judicial or governmental laws or regulations, the Parish may take the following actions:

(a) Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.

(b) Deduct any and all operating expenses incurred by the Parish from any money then due or to become due the Contractor, collect the amount due, either from the Contractor or surety.

(c) If the Contractor is unable, for any cause other than a force majeure event, to resume performance at the end of three (3) days, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said refuse collection services and/or take the actions provided below for bankruptcy, default, breach of contract; provided, however, that the Parish shall remain liable for monies owed to the Contractor for services rendered prior to such termination. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.

(d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract

be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.

(e) All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should either party fail to perform any of its contractual obligations the other party may at its option terminate the contract ninety (90) days after written notification to the other party to remedy the violation within said time.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by an act of the Parish Council or by reason of change in the Charter of the Parish or by reason of final order by a court of record in proceedings, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising out of such impossibility.

17.00 CANCELLATION OF CONTRACT

Notwithstanding any provisions herein, the Parish shall have the right to terminate this contract by providing ninety (90) days written notice to Contractor of its intentions to cancel.

18.00 CHANGE IN DISPOSAL LOCATION

The round trip miles from the center of the Parish to the designated disposal facility, Riverbirch Landfill, is **82 miles**. Should, during the course of this contract, the disposal facility changes, adjustments to the total monthly rate will be amended based on the increase or decrease in haul distances from the same reference point. The amended rate will be computed based on the rate of **\$ 0.61** per ton per mile for hauling to a disposal site, when or where different from the original site, and as approved and directed by the Parish.

19.00 HIRING PREFERENCE

Contractors are required to give preference in hiring to St. John the Baptist Parish residents.

20.00 JURISDICTION & VENUE

For all claims arising out of or related to this Contract, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Fortieth Judicial District Court for the State of Louisiana and expressly waives any (a) pleas of jurisdiction based upon Contractors residence and (b) right of removal to Federal Court based upon diversity of citizenship.

21.00 ATTORNEY'S FEES

Each party will be responsible for its own attorney's fees and costs in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision hereof whether suit be filed or not.