



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT – SOLID WASTE COLLECTION AND REMOVAL SERVICES

Be it known, that on this 29 day of July, 2016, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and Metro Service Group, Inc., 9641 Old Gentilly Road, New Orleans, LA, 70127 (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 **Chief Financial Officer and/or Chief Administrative Officer**.

Monitoring Plan

This contract shall be monitored by the **Chief Administrative Officer or designee** 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 for cause at any time by giving up to **ninety (90) days, prior written notice to the Contractor**, unless Contractor cures the basis for such termination within such period to the reasonable satisfaction of the Parish. The Contractor may terminate the Contract for cause at any time by giving ninety (90) days prior written notice to the Parish, unless the Parish cures the basis for such termination within such period to the reasonable satisfaction of the Contractor. In the event of any termination of the Contract, the Contractor shall be entitled to payment for the performance of the Contract services already rendered or 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 prepared by the Contractor for the Parish, in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by the Contractor to the 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 and 60 days prior notice by U.S. certified mail to the contract monitor or designee; 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, at the Parish's expense and upon reasonable prior written notice to the Contractor, of auditing the books and records of the Contractor which relate to the Contractors' performance under this contract.

Term of Contract

This contract shall begin on **August 1, 2016** and shall terminate **July 31, 2021**.

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, reasonable 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, the Contractor 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. Contractor 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 five (5) 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 – Definitions, General Specifications, General Conditions

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 29 day of July, 2016.

WITNESS:

Rose B. Gonzalez

PARISH:

ST. JOHN THE BAPTIST PARISH

BY:

Natalie Robottom

Natalie Robottom

Title: Parish President

WITNESS:

Meghan Collins

CONTRACTOR:

METRO SERVICE GROUP, INC.

BY:

Glenn H. Woods

TITLE:

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 reasonably necessary to complete said work. The Parish shall be responsible for, and will pay, all disposal fees under this Contract, whether for collection of recyclable materials, solid waste, rubbish or otherwise.

Contractor will provide six (6) 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, shut down, or a change of location agreed upon by the Parish and the Contractor, the parties hereto shall have the option of negotiating a new rate for 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, Monday through Saturday with the exclusion of Parish observed holidays or upon request of the Parish. 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. Central Avenue (Reserve): Contractor will pull two (2) times per month, on the first and third Wednesdays.
3. Garyville Substation: Contractor will pull one (1) time per month on the 4th Wednesday of the month.
4. Edgard Fire Station: Contractor will pull one (1) time every two (2) months on the 2nd Tuesday of the month, or as authorized by the Parish.
5. Edgard Courthouse: Contractor will pull one (1) time every two (2) months on the 1st Thursday of the month, or as authorized by the Parish.
6. Pleasure Bend: Contractor will pull one (1) time every three (3) months on the 1st Monday of the month, or as authorized by the Parish.
7. In the event of a holiday, dumpsters are to be removed the following day.

EXHIBIT B
FEE SCHEDULE

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

1. \$13.35 per service container per month for twice weekly refuse collection services.
2. \$0.65 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.
3. No charge to rent 15 yard recycling containers.
4. \$300.00 per haul for a 15 yard recycling container.
5. No charge to rent 30 yard recycling container.
6. \$295.00 per haul for a 30 yard recycling container.
7. \$225.00 per haul for the (2) 20 yard dumpsters at the Parish complex building for residential trash and debris removal and any additional 20-yard dumpsters as required by the Parish.
8. The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations as follows: As of the last month of the second year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be adjusted for the ensuing twelve-month period based on the current percentage change in the Consumer Price Index (CPI) or 3%, whichever is less. All CPI percentage changes are computed as the difference between the index value for the first full month prior to the commencement of the Contract and the Index value on the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.
9. Additional Dumpsters as requested by the Parish will be priced according to the schedule provided by Metro Service Group, Inc. as follows.

DUMPSTER SIZE & TYPE	MONTHLY PRICE FOR ONCE WEEKLY SERVICE	MONTHLY PRICE FOR TWICE WEEKLY SERVICE
2 yd.	\$91.00	\$140.00
3 yd.	\$112.00	\$173.00
4 yd.	\$129.00	\$198.00
6 yd.	\$167.00	\$217.00
8 yd.	\$170.00	\$253.00

EXHIBIT C
INSURANCE REQUIREMENTS

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 Parish 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 to be furnished by Contractor prior to work beginning.

EXHIBIT D

SOLID WASTE COLLECTION AND REMOVAL – 2016

1.0 DEFINITIONS

2.0 GENERAL SPECIFICATIONS FOR SOLID WASTE AND REMOVAL

- 2.1 SCOPE
- 2.2 TYPE OF COLLECTION
- 2.3 OPERATION
- 2.4 ANNEXATIONS/SERVICES EXPANSIONS
- 2.5 CHANGE IN DISPOSAL SITE
- 2.6 CHANGES IN LAW OR GOVERNMENTAL LAWS
- 2.7 ANNUAL REVIEW AND AMENDMENT
- 2.8 PAYMENT
- 2.9 FINES AND PENALTIES
- 2.10 TERMINATION
- 2.11 PROPOSAL PACKAGE

3.0 GENERAL CONDITIONS FOR SOLID WASTE AND REMOVAL

- 3.1 COMPLIANCE WITH LAWS
- 3.2 EFFECTIVE DATE
- 3.3 NONDISCRIMINATION
- 3.4 JURISDICTION AND VENUE
- 3.5 TERM OF CONTRACT
- 3.6 PERFORMANCE BOND
- 3.7 BASIS AND METHOD OF PAYMENT
- 3.8 TRANSFERABILITY OF CONTRACT
- 3.9 NON-EXCLUSIVE CONTRACT
- 3.10 OWNERSHIP OF REFUSE
- 3.11 CONTRACTOR'S PROPERTY
- 3.12 BREACH OF CONTRACT
- 3.13 CHANGE IN DISPOSAL SITE OR PROCESSING FACILITY LOCATION
- 3.14 HIRING PREFERENCE

1.0 DEFINITIONS

Bags: Plastic or paper sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bulky Waste: Large items of refuse, including yard waste, furniture, small automotive parts, toys, and other materials with weights and volumes greater than those that can be accommodated by containers or trash cans.

Bundle: Trees, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 35 pounds in weight.

Collection: The act of removing solid waste from the storage point at the source of generation.

Collection Hours: The time period during which collection of material is authorized in the Parish shall begin no earlier than 5:00 a.m. and shall end no later than 9:00 p.m. unless extension of hours is approved in writing by the Parish Administration.

Collection Routes: The Parish is subdivided into areas known as collection routes. Each route has specified days of the week upon which the Contractor is allowed material pick-up within the boundaries of the route.

Collection Service: A public or private operation engaged in the collection and removal of solid waste materials.

Collection Vehicle: Any vehicle permitted by the State of Louisiana for collection of solid waste materials and yard waste within the Parish. Vehicles shall not exceed 29-yard capacity.

Commercial Solid Waste: All bulky waste, construction debris, garbage, and rubbish generated by a producer at a commercial unit.

(Small) 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, that does not have dumpsters or compactors and place containers or bags curbside for collection on the normal days of typical residential collections. This category does not include businesses serviced by a private solid waste contractor.

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

Container (CART): A receptacle provided by the Contractor, of a CART type with wheels and a lid, with a capacity of greater than 20 gallons, but less than 98 gallons. The 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 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 CARTS 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 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 \$ 65.00 each, borne by the customer.

Contract Documents: The Notice to Contractors, Instructions to Contractors, General Specifications, General Conditions, Contractor's Proposal Forms, Contractor's Affidavits, and any addenda (if applicable) or changes to the foregoing documents agreed to by the Parish and the Contractor.

Contractor: Person or persons authorized by the Parish to perform solid waste collection services on prescribed routes within the Parish. The person, corporation, or partnership performing solid waste collection and removal to a licensed landfill under contract with the Parish.

Curbside: The area between the property line and curb, ditch, or public right-of-way, whichever may be the case.

Dead Animals: Animals or portions thereof having expired from any cause, except those slaughtered or killed for human use, generally including dogs, cats, or other animals excluding farm stock.

Disposal: The orderly process of discarding useless or unwanted material in a beneficial or non-beneficial manner.

Disposal Facilities: The physical components of the disposal system, such as transfer conveyances, transfer stations, process plants, and landfills.

Disposal Site: A disposal facility permitted and approved by the Louisiana Department of Environmental Quality to accept solid waste.

Garbage: All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, non-putrescible, combustible and noncombustible materials, such as organic waste from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other items. This definition also applies to similar waste products from small commercial establishments such as small businesses and restaurants.

Government Unit: A public building, facility, or publicly maintained site that generates non-industrial garbage, rubbish, or solid waste.

Handicap Service: A front of the house, solid waste collection service provided by the Contractor to the handicapped and elderly citizens of the Parish. Eligibility for this service will be determined by the Contractor.

Hazardous Waste: Any chemical, compound, mixture, substance, or article, which is designated by the United States Environmental Protection Agency or appropriate state or local agency to be "hazardous" as that term is defined by or pursuant to Federal, State, or local laws and ordinances.

Industrial Solid Waste: All solid waste products except hazardous waste, resulting from industrial operations, both onshore and offshore, public and private, and including demolition, construction, fabrication, process, and miscellaneous waste.

Institutional Solid Waste: Solid waste originating from educational, health care, and research facilities such as schools, hospitals, nursing homes, laboratories, and other similar establishments.

Missed Collection: A missed collection is defined as the failure of the Contractor to provide solid waste collection service within the route during collection hours on the day scheduled for route collection.

Multi-Family: the term multi-family shall refer to all residential dwelling units of more than one (1) unit, considered to be condominiums, apartment houses, grouped housing, or mobile home parks.

Non-Putrescible Solid Waste: Solid waste materials that do not contain organic matter that is subject to rapid decomposition by fungi and bacteria.

Non-Completion of Route: Non-completion of route is defined as the non-provision of collection service to a street or streets within the collection route during the hours of collection upon the day scheduled for route collection.

Offal Waste: Waste animal (land or marine) matter from establishments such as butcher shops, slaughter houses, food processing and packing plants, rendering plants, and fertilizer plants.

Parish: St. John the Baptist Parish.

Processing/Storage Yard: An area and/or structure where collected recyclable materials are sorted, prepared, and temporarily stored prior to delivery to buyers.

Producer: An occupant of a commercial and industrial unit or a residential unit who generates solid waste.

Putrescible Solid Waste: Solid waste materials containing organic matter that is subject to rapid decomposition by fungi and bacteria, such as food waste and dead animals.

Resident: Occupant of a residential property.

Residential Solid Waste: All garbage and rubbish generated by a producer at a residential unit.

Residential Unit: A dwelling within the limits of the Parish occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when water service is being supplied thereto.

Rubbish: All waste wood, wood products, tree trimmings, Christmas Trees, grass cutting, dead plants, weeds, leave, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, discarded mattresses, discarded clothing, 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. (Leaves, grass, pine needles, and similar materials and materials which are in small particle form shall be containerized.)

Service Unit: For the purpose of the Contract, a service unit shall be a residential unit (single or multi-family) or a (small) commercial unit that requires no more than twice a week curbside collection per container.

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.

Solid Waste Storage: The handling and holding of solid waste, in an approved manner, near the point of generation pending collection.

Solid Waste Removal: The conveying of solid waste from one place to another by means of a vehicle, rail car, water vessel, conveyor, or other means.

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.

Subcontractor: Person or persons who are performing any part of the scope of work other than the Contractor.

Vector (of Disease): An animal or insect which transmits infectious diseases from one person or animal to another by biting the skin or mucous membrane or by depositing infective material on the skin or food or on another object.

Vegetable Waste: Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

Waste Tires: A whole tire that is no longer suitable for its original purpose because of wear, damage, or defect.

White Goods: Inoperative and discarded refrigerators, ranges, water heaters, washers, dryers, freezers, and any other similar large domestic appliances.

Yard Waste: Grass, leaves, flowers, stalks, stems, tree trimmings, and branches. Grass, leaves, flowers, stalks, stems and tree trimmings shall be in a container. Bag or box the weight of which shall not exceed 50 pounds.

2.0 GENERAL SPECIFICATIONS FOR SOLID WASTE AND REMOVAL

2.1 SCOPE

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

The services covered by the Contract are for the curbside collection and transportation of solid waste from residential units to a solid waste facility approved by the Louisiana DEQ.

All solid waste collected for the Parish shall be transported to a permitted sanitary landfill under contract with the Parish. As defined herein, agricultural solid waste, hazardous waste, offal waste, stable matter and vegetable waste shall not be transported by the Contractor. Garbage and rubbish may be combined in the same collection truck.

2.2 TYPE OF COLLECTION

The Contractor shall provide curbside collection of residential solid waste to each residential and small commercial unit two (2) times per week. Containers, bags, and bundles shall be placed at curbside by 5:00 a.m. on the designated collection day. The Contractor shall provide for the collection of rubbish, which includes construction debris (not to exceed two (2) cubic-yards per collection) and bulky waste from qualifying units. Such collection shall be included in the per-unit charged in the Contractor's proposal.

Each container, bag, or bundle shall be placed at curbside for collection. Curbside refers to that portion of the roadway adjacent to paved or traveled streets (including alleys), where mail service is provided. 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. Contractor may decline to collect any container, bag, and bundle not so placed.

The Contractor will not be required to pick-up waste if a road becomes impassible and prohibits access to a qualifying unit from any direction on a roadway. The Contractor, however, will be required to notify the Contract Monitor of the occurrence, in writing (i.e. email), by the end of COB on the day of the occurrence, specifying alternate plan of pick-up.

The Contractor shall not be required to enter any private roads or driveways. However, the owner of a qualifying unit may arrange for such service directly with the Contractor. Any additional cost associated with such service is categorically excluded from the Contract and is considered a private matter between the owner of the unit and the Contractor.

2.3 OPERATION

A. Hours of Operation – Collection of solid waste shall not start before 5:00 a.m. or continue after 9:00 p.m. on the same day. Exceptions to hours shall be effected only upon the mutual agreement of the Parish and Contractor or when the Contractor reasonably determines that an exception is necessary in order to complete collection due to unusual circumstances, (i.e. severe weather events, impassible roads, holidays, natural disasters, etc.).

B. Routes of Collection – Collection routes shall be established by the Contractor and approved by the Parish. The Contractor shall submit a map, clearly designating the collection routes to the Parish for their approval. Such approval shall not unreasonably be withheld. The Contractor will publish, at his expense, a map in the local newspaper(s) of such size to clearly show all pertinent information and routes of collection. If the Contractor changes the routes within any given year,

the new routes will be published in the local newspaper(s) with accompanying maps and the Contractor shall give written notice to the contract monitor or designee indicating the change and the effective date of the change.

C. Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day	Independence Day	Christmas Day
Mardi Gras Day	Labor Day	
Memorial Day	Thanksgiving 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, or Christmas Day, the Contractor must make up that collection on the next scheduled pick-up day. 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.

D. 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 collections, the Contractor shall investigate and, if problems are verified, arrange collection within 24 hours and notify the Parish of the resolution to the complaint or be subject to penalties as described under section (2.9) Penalties. All complaints shall be logged by the Contractor and shall include the date of the complaint, the nature of the complaint, and the date and nature of the resolution.

An online complaint form will be created with copies going to the Contractor and the Parish. Phone complaints received by the Contractor should be recorded on the online complaint form with a copy going to the Parish. Copies of the complaint logs shall be sent to the Parish on a monthly basis.

E. Collection Equipment – The Contractor shall provide an adequate number of (at least four (4)) vehicles for regular collection services. At least two (2) spare vehicles shall be available for service within two (2) hours' notice. All vehicles and other equipment at the start of the Contract shall be in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clear visibility on each side, the identity and telephone number of the Contractor. All vehicles shall comply with the regulations and licensing of the Louisiana Department of Transportation and Development and the Department of Environmental Quality. All collection vehicles must have a water-tight body that prevents the leakage of liquid materials and spillage from the truck. All equipment shall bear proper licenses and inspection tags.

- 1) 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.

- 2) The Contractor shall submit a Substitute Truck Plan, within 30 days of contract execution, 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 reasonably 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 as it is satisfactory to the Parish.
- 3) 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 or replaced by a Substitute Truck as specified in Section 2.3 E. 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.

F. Office - The Contractor shall maintain an office/customer service center within the Parish through which the contractor can be contacted. It shall be equipped with sufficient local (985 area code) or toll free telephones and e-mail access and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. Monday through Saturday. A twenty-four hour answering service shall be employed by the Contractor to receive and log in calls after hours, and/or weekends and holidays.

G. Hauling – All solid waste hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.

H. Disposal – All solid waste collected for disposal by the Contractor shall be hauled to a permitted sanitary landfill. Upon delivery to the landfill, a load ticket shall be obtained by the driver and forwarded to the Parish with the monthly invoice. The disposal fee for both residential and small commercial solid waste will be paid by the Parish.

I. Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but he shall not be required to collect any waste material that has not been placed in containers or

in the manner described so that leaking, spillage, or blowing are prevented. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter or spillage within twenty-four (24) hours.

J. Equipment Maintenance – The Contractor will be responsible for the acquisition, operation, and maintenance of all collection, hauling, and processing equipment, and shall retain ownership of all equipment under this Contract, excluding collection CARTS. The Contractor shall provide adequate and sufficient garages, shops, inventory space, and yards to provide all-weather year-round operation and adequately clean and maintain vehicles and equipment. The Contractor will maintain and be responsible of all equipment, repairs, and replacement when necessary.

K. Equipment Condition and Appearance – All vehicles shall be kept in good repair and in sanitary condition at all times in a manner so as to project a positive public image and to avoid complaints. The Parish shall have the right to inspect the Contractor's vehicles at any time and may require vehicles to be painted if deemed necessary.

L. Equipment Identification – The vehicles to be used in collection and transfer under the Contract shall be marked with numbers that are different for each vehicle and different from the numbers on vehicles used by the Contractor in adjacent jurisdictions. All vehicles must be clearly identified with the Contractor's name, phone number, truck number, and company logo on each side. The identity and telephone number of the Contractor shall be in letters at least two (2) inches high and of color contrasting with the color of the equipment.

M. Equipment List – The Contractor will maintain and regularly update, for submittal to the Parish, the itemized fleet list used in the Contract as changes occur. This list will include current information as to equipment ownership, identification number, type, manufacturer's related capacity, and date of vehicle manufacture.

N. Non-Qualifying Construction Debris: The Contractor shall not be required to collect construction debris exceeding the definition of bulky waste. This includes construction materials put curbside by a contractor or generated from new construction and demolition of residential or residential establishments, wherein such work requires a building permit or work on any commercial establishment.

O. Dead Animals: The Contractor shall remove all dead animals as encountered or as requested by the Parish or resident from public streets, rights-of-ways, curbside, or located on public property. Contractor will be required to pick-up the carcasses of domestic animals by the close of the next business day.

P. White Goods: The Contractor shall be required to collect white goods.

Q. Passenger Tires: The Contractor shall not be required to collect passenger tires.

R. Hazardous Waste: The Contractor shall not be required to collect hazardous waste as defined by Federal and State regulations.

S. Miscellaneous Materials: The Contractor shall not be required to collect large trees, scrap metal, or large refuse placed at the curb. Such activity should be reported as illegal dumping.

T. Emergency Services Not Included: This Contract does not contemplate emergency, special events, hurricane or storm related collection services. However, the Contractor shall be prepared, only with prior written request and authorization of the Parish, to alter, augment and/or extend Contractor's (1) operating hours, (2) days of operation, and (3) scope of services, due to extraordinary, emergency or special considerations, emanating from special events, hurricane or storm related, or other emergency situations, as may be required by the Parish to meet operation demands. The Parish and Contractor shall negotiate and mutually agree upon the appropriate compensation for such emergency services (which may be reimbursable by FEMA) at the time of the prior written request and the authorization by the Parish to trigger such services.

2.4 ANNEXATIONS/SERVICE EXPANSIONS

In the event of annexations, the Contractor will receive thirty (30) days' notice before service is to be adjusted to those areas.

When necessary, the Parish will notify the Contractor to begin service at new locations or to discontinue service at specified locations. Such notification shall be in writing. Upon notification, the Contractor shall provide/discontinue collection service on the next regular collection day for that route or adjacent area if not on a designated route. Collection and removal service shall be provided at the same rates stated in the Contract for similar type services. The Contractor and the Parish will mutually agree on the service container unit count on a monthly basis.

2.5 CHANGES IN DISPOSAL SITE

To the degree the Parish remains responsible for disposal under the Contract, the Parish reserves the right to redirect all solid waste and refuse collected from the qualifying units and Parish property to another permitted and approved Louisiana Department of Environmental Quality facility. The Contractor agrees to transport waste to the new disposal site. If the Parish exercises this option, and the new site results in a 10% or greater change in total mileage, the rates will be adjusted in accordance with Exhibit B, Number (2) of the Contract.

2.6 CHANGES IN LAW OR GOVERNMENTAL LAWS

In the event of changes in government regulations that substantially affect the ability of the Contractor to operate under the terms of the Contract, new terms may be proposed by the Contractor for consideration by the Parish.

2.7 ANNUAL REVIEW AND AMENDMENT

The Parish and Contractor will jointly review the Contract at least once each year within sixty (60) days of the end of each contract year. The Parish and Contractor may mutually agree to amend any portion of the Contract. The schedule of payment may be amended annually to reflect the cost. Any changes shall reflect such factors as the market price for materials, cost of operation, and producer price index changes for the area as stated on page 22 Section 3.7 (B).

The Contractor shall appear before the Parish Council to report on the operations and other pertinent business information prior at the first Council Meeting in June. The report shall include, at a minimum, the amount of waste collected and transported, any complaints and their resolutions, and any issues that affect fulfillment of the Contract terms.

2.8 INVOICING AND PAYMENT

Invoices shall be submitted by the Contractor to the Parish on a monthly basis within fifteen (15) days following the end of the previous month. Payment will be made by the Parish to the Contractor within thirty (30) days of the receipt of the invoice. Such invoicing and payment shall be based upon the price rates and schedules set forth in the Contract. The contractor shall verify the number of Units serviced, as provided by the Parish, in a manner acceptable to the Parish.

2.9 PENALTIES

The Contractor is responsible for compliance with applicable Federal, State, and local laws, ordinances, and regulations in connection with the performance of the Contract. The Contractor shall be responsible for all penalties properly assessed against the Contractor resulting from the Contractors' operations under the Contract. The following is a list of additional penalties to be assessed on the Contractor for various violations of the Contract's provisions:

- A. Truck beginning collections near or in residential areas prior to 5:00 a.m. or after 9:00 p.m. or on Sundays without permission of the Parish.

PENALTY: \$200 per truck per violation

- B. Failure to collect waste from a qualified unit within 24 hours after notification by a resident or the Parish of a valid missed collection (48 hours for missed holiday).

PENALTY: \$100 per unit missed per day

- C. Repetition of the above penalty more than three (3) times in a 6-month period for the same location.

PENALTY: \$200 per unit missed per day

- D. Repetition of complaints (more than three (3) times in a six (6) month period) on a route after notification of spilling, non-collection, crossing planted area, thrown containers, containers blocking driveways, containers in streets, leaving trash in container, or similar incidents.

PENALTY: \$100 per violation

- E. Failure to collect properly prepared bulky waste from a qualifying unit within 24 hours following notification of a missed collection.

PENALTY: \$100 per unit missed per day

- F. Failure to remove dead animals within 24 hours following notification by the Parish.

PENALTY: \$100 per day

G. Neglect or malicious abuse on the part of the Contractor's employees in handling containers, including those provided by the Parish.

PENALTY: \$100 per occurrence

H. Failure to respond to a complaint within 24 hours of receipt.

PENALTY: \$200 per complaint

All penalties shall be deducted from the monthly payment due to the Contractor.

Contractor shall not be deemed to be in default when their inability to perform any or all Of the conditions of the Contract is the result of conditions beyond their control. Such conditions include civil disorder, acts of God, inclement weather severe enough that Parish trucks are kept off the roads, or changes in applicable statutes, regulations, or ordinances.

I. Failure to replace irreparable or stolen CARTS within the prescribed time.

PENALTY: \$50 per occurrence provided, however, that the residential unit or small commercial unit at the loss location is responsible for the costs of the lost CART unless it obtains and presents a police report for a reported theft. For theft cases so documented, and if the Contractor cannot locate the collection CART and return it to service within fifteen (15) days after reporting it missing, the Contractor will replace the collection CART at the Contractor's cost and place it in service at the assigned location. Otherwise, the household or small business at the location may purchase a replacement collection CART at cost from the Contractor, which will place it in service at the assigned location.

2.10 OWNERSHIP OF CARTS

Contractor shall retain ownership of all CARTS furnished by it under this Contract until expiration of the Contract. Upon expiration of the Contract, ownership of the CARTS shall transfer from the Contractor to the Parish.

2.11 TERMINATION

The Parish shall have the right to terminate the Contract in the event of fraud, misrepresentation, or breach of the terms of the Contract by the Contractor. The Parish shall have the right to cancel the Contract upon the occurrence of twenty (20) penalized missed collections within any thirty (30) day period. The Parish shall have the right to cancel the Contract immediately if the Contractor does not have all insurance coverage in full force during the Contract period.

In the event of termination of the Contract for breach or default or bankruptcy, the Parish shall have the right to forthwith take possession of all of the Contractor's CARTS used in performance of the Contract.

3.0 GENERAL CONDITIONS FOR SOLID WASTE AND REMOVAL

3.1 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under the Contract in compliance with all applicable laws.

A. COMPLIANCE WITH OSHA

The Contractor shall comply with all Federal Occupational Safety and Health Administration (OSHA) standards, rules, and regulations.

B. CIVIL RIGHTS AND DISCRIMINATION

The Contractor shall adhere in hiring and employment practices to the provision of all Federal, State, and local laws, which relate to civil rights and discrimination.

3.2 EFFECTIVE DATE

The Contract shall be effective August 1, 2016. Performance of such Contract shall begin on the effective date of said Contract for solid waste collection and transportation, unless extended by the Parish.

3.3 NONDISCRIMINATION

The Contractor shall not discriminate against any person of race, sex, creed, color, religion, or national origin. This nondiscrimination clause shall be included in any sub-contracts associated with the performance of the Contract.

3.4 JURISDICTION AND 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 Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

3.5 TERM OF THE CONTRACT

The Contract shall be for a five (5) year period beginning August 1, 2016 and ending July 31, 2021. The initial five (5) year term of the Contract may be extended for an additional five (5) year term upon written agreement of both parties and authority of the Parish Council.

3.6 PERFORMANCE BOND

The Contractor will be required to furnish a corporate surety bond as security for the performance of the Contract. Said surety bond shall be 50% of the annual value of the contract (equal to twelve [12] months of the Contract term).

The premium for the bond described above shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond.

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.

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

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.

3.7 BASIS AND METHOD OF PAYMENT

A. Solid Waste Collection and Removal Rates

For the collection, removal, and processing required to be performed under this Contract, the charges shall not exceed the rates as fixed by the Contract Documents in **Exhibit B: Fee Schedule**, as adjusted in accordance with 3.13, Change in Disposal Site or Processing Facility, below.

B. Modification to Rates

(1) 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 mutually agreed upon by the Parish and the Contractor. 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.

(2) The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations as follows: As of the last month of the second year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the fees shall be adjusted for the ensuing twelve-month period based on the lesser of 3% of the current contract price or the percentage change in the Consumer Price Index (CPI). All CPI percentage changes are computed as the difference between the index value for the first full month prior to the commencement of the Contract and the Index value on the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.

(3) 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, such as revised laws, ordinances, or regulations or change of landfill location; however, no rate adjustments shall be requested within one (1) year of the effective date of the contract.

(4) The Contractor may petition the Parish for additional compensation due to large increases in the amount of waste collected as a result of a hurricane or other disaster for the duration as dictated by the Parish.

3.8 TRANSFERABILITY OF CONTRACT

No transfer of the Contract or any right occurring under the Contract shall be made in whole or in part by the Contractor, either voluntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of the Contractor, without the express prior written consent of the Parish and sixty (60) days prior notice by U.S. certified mail to the contract monitor or designee.

3.9 NON-EXCLUSIVE CONTRACT

The Contractor shall have a non-exclusive franchise to provide the services contracted within the contract area. This Agreement shall not constitute a franchise or exclusive right to provide services to private customers or to other units not qualifying for services under the Contract.

3.10 OWNERSHIP OF REFUSE

Ownership of garbage, trash, bulky waste, dead animals, litter, refuse, and other materials shall pass to the Contractor when placed in the Contractor's vehicle, when removed or collected by the Contractor from a bin or container, or removed by the Contractor from a qualifying premise, whichever occurs first. The ownership passes to the disposal Contractor when the waste is fully unloaded at the disposal site and the Contractor's vehicle has departed.

3.11 CONTRACTOR'S PROPERTY

The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse his title or right of possession in any and to any real or personal property used in the performance of the Contract without the prior written consent of the Parish. Any attempt to do so without such permission shall constitute a material breach of contract, unless the Contractor maintains the amount of equipment specified on the inventory list.

- A. The Contractor shall maintain a complete inventory of all real property, buildings, furnishings, containers, vehicles, and any other pieces of equipment necessary for the performance of the Contract and shall furnish the Parish with such inventory upon request.
- B. The Contractor shall inform the Parish of all additions and deletions to said inventory within a reasonable time but not more than thirty (30) days following any transaction or upon request.
- C. The Contractor shall maintain the existing equipment or replace equipment with new equipment purchased from nationally known or recognized manufacturers for garbage collection.

3.12 BREACH OF CONTRACT

Occurrence of any of the following events by the Contractor shall constitute a material breach of this Agreement:

- A. Failure to perform any material term under this Agreement;
- B. Adjudication in bankruptcy;
- C. Filing of a bankruptcy receivership or respite petition;
- D. Failure to maintain current status of all required certifications and licenses; and/or
- E. Failure to maintain the requisite surety bond.

In the event of a material breach, the Parish may, at its sole option, terminate this Agreement and/or seek monetary damages twenty (20) calendar days after formal written notice of the material breach is mailed to Contractor. Such notice shall be transmitted via USPS Certified Mail, return receipt requested, to the registered agent on file with the Louisiana Secretary of State. The Contractor shall be provided fifteen (15) calendar days, after the first date of attempted delivery of said notice, to cure the breach. Failure of the Parish to strictly and promptly exercise its rights or any parts thereof, to enforce any of the terms under this Agreement shall not operate as a waiver of said rights to enforce any of terms under this Agreement, or as acquiescence with Contractor's failure to perform in accordance with the terms under this Agreement.

3.13 CHANGES IN DISPOSAL SITE OR PROCESSING FACILITY LOCATION

For the purpose of establishing a basis for rate changes due to change in the disposal site or processing facility location, the Contractor shall submit with the proposal the transportation cost to the disposal/processing facility which may receive the solid waste on a long-term basis. The Contractor will provide the round trip road miles from the center of the Parish to the proposed facility.

Should, during the course of the Contract, the disposal/processing facility change, adjustments to the total monthly rate will be amended based on the increase or decrease in rough trip miles from the same reference point.

The amended rate will be computed by dividing the existing transportation cost per residence by the round trip miles for the existing processing/disposal facility to obtain an average rate per mile per residence then added (or subtracted) to the existing transportation cost per residence with the total monthly rate adjusted accordingly.

Example:

A. Total Monthly Rate Per Residential Unit	\$10.00
B. Cost Associated with the Transportation of Materials to the Proposed Facility per Residential Unit	\$1.10
C. Round Trip Mileage from Center of Parish to Existing Facility	110 miles
D. Average Transportation Cost per Mile, per Residential Unit	\$0.01
E. Round Trip Mileage from Center of Parish to New Facility	150 miles
F. Difference in Round Trip Mileage from Existing Facility to New Facility	40 miles
G. Increased (Decreased) Transportation Cost, per Residential Unit (F X D)	\$0.40
H. Amended Total Monthly Residential Rate, per Residential Unit (A + G)	\$10.40

3.14 HIRING PREFERENCE

The Contractor shall give preference, where possible, to hiring St. John the Baptist Parish residents, especially those residents who were employees of exiting local solid waste collection services and will be displaced by acceptance of the Contract.