

**STORM DEBRIS DISPOSAL 2017
GENERAL SPECIFICATIONS**

1. **DEFINITIONS.** The following items and phrases shall have the meanings set forth below:
 - 1.1 **LDEQ** shall mean the Louisiana Department of Environmental Quality, and agency of the State of Louisiana, and any successor agency, including the U.S. Environmental Protection Agency if it assumes compliance, monitoring and enforcement function currently delegated to LDEQ.
 - 1.2 **Landfill** shall mean the landfill owned and operated pursuant to its permit issued by LDEQ and any renewals or modifications thereof or successor permits.
 - 1.3 **Cubic Yard** shall mean 27 cubic feet. In calculating cubic yards, the rated volume of a truck body shall be assumed as the actual volume of that truck body.
 - 1.4 **EPA** shall mean the United States Environmental Protection Agency, or any successor agency.
 - 1.5 **Excluded Waste** shall mean automobiles, tires (but only to the extent of disposal of tires that is prohibited under applicable Laws), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not comply with federal and state regulations and contractor's acceptance guidelines for treatment prior to disposal), materials which are radioactive, volatile, highly flammable, explosive or toxic, Hazardous Waste, or any other waste or material which is prohibited from disposal in the Landfill by Laws and by any of the terms and conditions of any permits, licenses, or approvals related to the Landfill and Contractor's operation of the same. Excluded waste shall also mean that waste which is suitable for a Type I or Type II facility, as defined by LDEQ regulations.
 - 1.6 **FEES** shall mean the gate rates established by Contractor for the disposal of Storm Generated Debris, as annually adjusted as set forth herein.
 - 1.7 **Force Majeure** shall mean any act, event or condition, which act, event or condition is without the fault and beyond the responsible control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lighting, earthquake, fire, explosion, storm, flood or similar occurrence, and act of public enemy, war, blockage, insurrection, riot, general arrest of restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, so long as labor practices do not precipitate or prolong the strike, work slowdown or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local courts, administrative agency or government office or body; (iv) so long as such is not caused by the fault of the Contractor, the denial, loss, suspension, expiration, termination, delay or failure of renewal of any permit, license or other, government approval required to operate (including, without limitation, those required to operate the Sanitary Landfill); (v) the federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill, Contractor or Contractor's affiliates; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action for all or a significant percentage of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Landfill Site to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all responsible steps to overcome the cause of cessation of service.

- 1.8 **Gate Fee** shall have the meaning set forth in Section 11.1 of this Agreement.
- 1.9 **Hazardous Waste** shall mean all waste defined or characterized as hazardous waste or hazardous substance by EPA or any other agency pursuant to the federal solid Waste Disposal Act (42 U.S.C. 6901 ff), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 ff) or solely for the purpose of this Agreement, as a toxic substance or mixture regulated pursuant to Section 6 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.) and all future amendments to any of the foregoing, and all regulation promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time, and all waste defined or characterized as a hazardous waste of hazardous substance by Louisiana Laws.
- 1.10 **Laws or Law** shall include valid and applicable federal, state, local statutes, ordinances, rules regulations, orders, decrees and permit conditions.
- 1.11 **Service Area** shall mean the geographic area composed of the specific Louisiana Parishes as set forth in the operating permit issued and administered by LDEQ with respect to the Landfill, including any future additions.
- 1.12 **Service Commencement Date** shall mean the Start Date in the Notice to Proceed given by the Parish for each Presidentially Declared Disaster. The Notice to Proceed will also include the End Date for that particular Presidentially Declared Disaster.
- 1.13 **Site** shall mean the geographic area encompassing the Landfill.
- 1.14 **Storm Generated Debris** shall mean only vegetative and construction and demolition debris generated by storms and other natural disasters suitable for a Type III facility, as defined by LDEQ regulations. Storm generated debris does not include any excluded waste or special waste as defined herein.
- 1.15 **Special Waste** shall mean those waste requiring specific processing, handling or disposal techniques as determined necessary by LDEQ which are different from the techniques normally utilized for handling or disposal of municipal solid waste. Examples of such waste types include, but are not limited: mining waste, fly ash; bottom ash; sludges; drilling fluids and drill cutting; asbestos; industrial waste; liquid waste; large dead animals and residue, or medical waste.
- 1.16 **State** shall mean the State of Louisiana.
- 1.17 **Subtitle D** shall mean 4 CFR, Part 258, as promulgated by EPA and published in the Federal Register at 56 Fed. Reg. 50978 on October 9, 1991, and corresponding LDEQ regulations, as may from time to time be revised by EPA and/or LDEQ.
- 1.18 **Ton** shall mean 2,000 pounds.
- 1.19 To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the LDEQ Solid Waste Regulation, as amended, shall have the respective meaning as defined in said act.
2. **SCOPE OF WORK.**
- 2.1 **General.** As of the Service Commencement Date, Contractor agrees to furnish all labor, material, equipment and land for the disposal of Storm Generated Debris. All costs of the landfill operation will be borne by the Contractor. Subject to the terms and conditions of this Agreement, the Contractor shall provide to the Parish disposal of Storm Generated

Debris generated within the jurisdiction of the Parish, and delivered by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish.

- 2.2 **Operation and Maintenance Responsibilities.** The Contractor, shall at its sole cost and expense, furnish all labor and material, equipment and land necessary to operate and maintain in good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with all legally enforceable requirements imposed by regulatory agencies. The landfill must be able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed.

A tower approximately eight (8) feet high at the floor with safety walls and stairs needs to be provided large enough to hold up to three (3) people safely at each TDSRS and final landfill location or at one central site if areas are in close proximity to each other. Additional towers may be erected to improve traffic flow through the TDSRS. The owner will provide a quality assurance inspector, or inspectors, to be located at this site to handle the haul tickets. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Owner. Additional items incidental to the work are considered as part of the project scope. All work will be in general conformity with the local, State, and Federal laws and regulations.

If the turnaround time for the debris vehicles exceeds 45 minutes from time the vehicles arrive at the landfill to the time the vehicles deposit the debris and leave the landfill, the Owner reserves the right to direct the landfill operator to increase access points, roads, or towers as necessary to achieve the specified turnaround time. The landfill shall have sufficient capacity to receive 100% of St. Charles Parish's debris.

- 2.3 **Disposal.** Subject to the terms and conditions of the Agreement, Contractor shall at the Landfill provide to the Parish disposal services for all Storm Generated Debris within the Parish.
- 2.4 Contractor acknowledges its responsibility to comply with the closure and post-closure requirements established by LDEQ and EPA for the Landfill and agrees to perform and pay for the same.
3. **TERM.** The term of this Agreement shall be for a three year period beginning **January 1, 2018**, and ending on **December 31, 2020**. Upon written mutual agreement between the Parish and the Contractor, this Contract may be extended annually.
4. **HOURS.** Subject to (i) Force Majeure and (ii) temporary closing due to inclement weather, equipment problems, safety concerns and similar events beyond Contract's reasonable control, the Landfill shall be open between the hours of 6:00 A.M. to 7:00 P.M., local time, Monday through Sunday, excepting holidays or as long as daylight hours are available.
5. **HOLIDAYS.** The following shall be holidays for the purpose of this Contract:
- New Years' Day Independence Day Christmas Day
- Mardi Gras Day Labor Day
- Memorial Day Thanksgiving Day
- The Contractor may decide not to observe any of these holidays.
6. **APPLICABLE LAWS.** The Contractor and the Parish shall comply, in all material respects, with all Laws applicable to this Contract. The parties to this contract agree that the Laws of the State of Louisiana shall govern the validity, construction, interpretation and effect of this contract.

7. **JURISDICTION.**

- 7.1 The Request for Proposals and any resulting Contract shall be governed by the Laws of the State of Louisiana.
- 7.2 Exclusive Jurisdiction and Venue: For all claims arising out of or related to this agreement, the Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the Contractor's residence or right to federal court based upon diversity of citizenship.

8. **OPERATION STANDARDS.**

- 8.1 **Permits.** The Contractor shall use its reasonable best efforts to maintain all necessary permits, licenses and approvals required by all governmental entities having jurisdiction over the Landfill to operate same in accordance with the terms and conditions of this Agreement.
- 8.2 **Operation of the Sanitary Landfill.** Nothing in Agreement shall be construed as giving to the Parish or any other person or entity the right to exercise control over the business or operation of the Contractor (including, without limitation the operation of the Landfill) or to direct in any respect the manner in which Contractor's business and operations (including, but not without limitation, the operation of the Landfill) are conducted. Contractor shall have full, complete, and sole discretion and control over all aspects of the operation of the Landfill.

9. **INSURANCE.**

- 9.1 The Contractor shall obtain the following types of insurance naming the Parish as an additional insured, in at least the limits specified below:
- 9.1.1 General Liability: \$1,000,000 per each occurrence;
- 9.1.2 Automobile Liability: \$500,000 bodily injury and property damage, combined single limit per each occurrence;
- 9.1.3 Property Damage: \$500,000 each occurrence;
- 9.1.4 Workmen's Compensation: Statutory;
- 9.2 Provided, however, that in all events the Contractor shall meet the financial requirements for landfill operations, landfill closure, landfill post-closure card, and any other financial requirements related to landfill operation established by LDEQ and/or EPA.
- 9.3 All policies evidencing the insurance required by the terms of the preceding paragraph shall be acquired and maintained in generally recognized responsible insurance companies, admitted to do business in and qualified under the laws of the State of Louisiana and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in businesses of like size and type as the Contractor with respect to properties similar to the Landfill.
- 9.4 The Contractor may self-insure for all or any part of the above coverages with the prior written consent of the Parish, which consent shall not be unreasonably withheld.
- 9.5 Any policies required by this Agreement may be contained in blanket policies.

- 9.6 The Contractor shall comply with the provisions of all applicable Worker's Compensation Laws. The Contractor shall supply or cause to be supplied to the Parish certificates of insurance evidencing such coverage as described herein.
- 9.7 The Contractor shall defend, indemnify and save harmless the Parish and its officers, agents, employees and those to whom it has contracted for collection services from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature directly caused and arising out of the contractor's operations of the Disposal Site, or failure to perform services in accordance with this Agreement or under CERLA or RCRA or equivalent state or local law.
- 9.8 For all purposes under Louisiana Law, St. Charles Parish is recognized as the statutory employer of contractor.

10. **LANDFILL RULES AND REGULATIONS.**

- 10.1 The Contractor shall have the right to establish other reasonable rules, regulations, standards and policies necessary, appropriate or desirable for the operation of the Landfill, including regulations concerning access, safety, operation and types of substances to be deposited in the Landfill; provided that nothing herein shall permit the Contractor to establish or change any rule, regulation, standard or policy established in this Agreement to allow Hazardous Waste to be disposed of at the Landfill.
- 10.2 All rules, regulations, and policies established by the Contractor shall be delivered to the appropriate offices of the Parish. Provided, however that non-receipt by the Parish of such rules, regulations or policies shall not act the validity or effectiveness of the same.
- 10.3 When entering the Site or delivering Storm Generated Debris to the Landfill, the Parish and its officials, agents, employees and contracted haulers shall comply with all rules, regulations, standards and policies established by the Contractor or otherwise applicable to the Landfill.

11. **COMPENSATION AND BILLING.**

- 11.1 The Gate Fee for the Storm Generated Debris generated within the Parish, whether collected by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish and delivered to the Landfill shall be at the rates specified in **Exhibit C**, both rates inclusive of the handling, storage, and reduction of the Storm Generated Debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and final disposal. Payment will be made per cubic yard based on the truck volumes measured by the Owner, and as modified by the Owner based on visual inspection of the actual load.
- 11.2 For each load of Storm Generated Debris delivered to the Landfill, the Contractor shall verify the volume thereof determined by the Parish or its agent, as appropriate, and shall compute the applicable Gate Fee, and shall give a copy of the receipt to the Parish or its agent and shall maintain a copy of such receipt.
- 11.3 The Gate Fee shall be adjusted upward or downward on **January 1, 2019** and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2019 and each succeeding year thereafter the Contractor shall

compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed five (5%) percent. The gate fee, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2019, and each year thereafter.

12. **NOTICES.**

12.1 Notices of conditions or situations affecting the work to be performed under this Agreement shall be given in writing between designated personnel of the Contractor, and the Parish.

12.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

12.2.1 If to the Contractor: Contact Information

12.2.2 If to the Parish: Director
St. Charles Parish Dept. of Public Works
100 River Oaks Dr.
Destrehan, La. 70047

13. **WASTE OWNERSHIP.** The Parish agrees that all Storm Generated Debris deposited into the Landfill shall be the property of the Contractor.

14. **DISPOSAL RIGHTS.** The Parish shall cause all Storm Generated Debris collected through the Parish's Disaster Debris Removal under jurisdiction of its governing authority to be disposed at the Landfill.

15. **DISPOSAL BY OTHER PARTIES.** No other parties than the Parish, in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish will be allowed to dispose of Storm Generated Debris at the Landfill under this Agreement.

16. **RIGHT OF INSPECTION AND AUDIT.** The Parish agrees that the Contractor has the authority to inspect any vehicle, load or volume of waste brought to the Landfill for violations of Laws or violations of this Agreement. It shall be the responsibility of the transporter to manage the rejected load in a prudent and legal manner. The Parish shall have the right to inspect and copy (at its expense) at any reasonable time those records of Contractor, which relate to the Parish.

17. **HAZARDOUS AND INFECTIOUS WASTE.** The parties hereto agree that the Landfill will not be licensed, permitted or intended for the disposition of Hazardous Waste OR Infectious Waste. The Contractor agrees that it will not accept any hazardous waste or any substances prohibited from disposition in sanitary landfills by Law.

18. **CONTRACTOR'S STATUS.** Contractor is an independent contractor and not any agent or representative of the Parish.

19. **LDEQ PERMIT.** Contractor agrees to use its due diligence to maintain all necessary permits or approvals required by Law for the operation of the Landfill.

20. **ATTORNEY'S FEES.** If, as result of a breach or default hereunder, any party hereto shall be caused to employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant, or

agreement contained in this Agreement, the non-prevailing party shall pay such other party reasonable attorney's fees and other reasonable expenses so incurred.

21. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
23. **REPRESENTATIONS.**
 - 23.1 The Parish makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
 - 23.1.1 It has been granted by statute the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder; and
 - 23.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.
 - 23.2.1 The Contractor is a corporation organized under the laws of the State of Louisiana and qualified to do business in the State of Louisiana, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and
 - 23.2.2 The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.
24. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person because of race, sex, creed, color, aged, religion or national origin.
25. **ENTIRE AGREEMENT: EFFECTIVE DATE.**
 - 25.1 This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, agreements and oral understandings, if any, between the parties hereto. The terms and conditions of the proposal submitted by the contractor are incorporated herein by reference. Any amendments to this Agreement must be reduced to writing and duly signed by each party to this Agreement.
 - 25.2 This Agreement becomes effective on the January 1, 2018, and shall be binding upon and shall inure to the benefit of the Parish and the Contractor, and the Contractor's successors and assigns.
26. **TERMINATION**
 - 26.1 **Termination for Cause.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
 - 26.2 **Termination for Convenience.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts
 - 26.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.
 - 26.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.