

ORD.

**2016-0156**

**INTRODUCED BY:** LARRY COCHRAN, PARISH PRESIDENT  
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II  
DICK GIBBS, COUNCILMAN, DISTRICT III  
WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A  
PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV  
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V  
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI  
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

**ORDINANCE NO.** 16-11-13

An ordinance to approve and authorize the execution of a Contract with Pelican Waste and Debris, LLC for Solid Waste Collection Services.

**WHEREAS**, sealed proposals for said services were received on November 1, 2016 and subsequently evaluated for the option of twice weekly semi-automated rear tipped refuse collection and twice monthly boom truck services; and,

**WHEREAS**, it is the desire of the Parish Council to accept the lowest proposal for these services, which was submitted by Pelican Waste and Debris, LLC in the amount of \$11.95 per unit per month for twice weekly semi-automated rear tipped refuse collection and twice monthly boom truck services within St. Charles Parish; and,

**WHEREAS**, contract term for these services is for five (5) years beginning on May 1, 2017 with the option to extend the contract by mutual agreement of the parties.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Proposal of Pelican Waste and Debris, LLC for Solid Waste Collection Services in the amount of \$11.95 per unit per month, be hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the attached contract documents on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER  
**NAYS:** NONE  
**ABSENT:** WOODRUFF

And the ordinance was declared adopted this 28<sup>th</sup> day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: 11/30/16  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: *[Signature]*  
RETD/SECRETARY: 11/30/16  
AT: *[Signature]* RECD BY: *[Signature]*

EXHIBIT A

SOLID WASTE COLLECTION 2016  
CONTRACT AGREEMENT

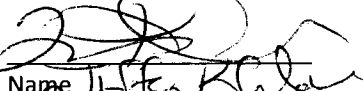
THIS CONTRACT, made this day of November 30, 2016, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and Pelican Waste and Debris, LLC, 172 N. Lacarpe Cir., Houma, La. 70360 doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and In consideration of the payments and agreement hereinafter mentioned.

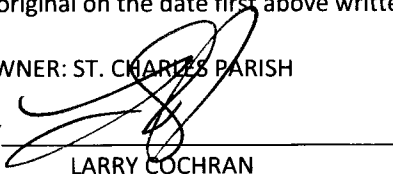
1. The CONTRACTOR will commence the Collection of Solid Waste for the Parish of St. Charles on May 1, 2017.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" Includes the following Items:
  - a. Exhibit A Solid Waste Collection 2016\_Contract Agreement
  - b. Exhibit B Solid Waste Collection 2016\_Authority to Execute Corporate Resolution or State Certificate
  - c. Copy of Exhibit C Solid Waste Collection 2016\_Contractor Price Proposal
  - d. Exhibit G Performance Bond and Power of Attorney
  - e. Insurance Certificate
  - f. Exhibit E Non-Collusive Affidavit
  - g. Exhibit H Notice of Award
  - h. Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2016 Document(RFP Package)
  - i. Copy of Contractor Submittal Package
  - j. ADDENDUM No. 1, Dated Oct 3, 2016 Addendum No. 2, Dated Oct 10, 2016  
ADDENDUM No. 3, Dated Oct 20, 2016 Addendum No. 4, Dated Oct 27, 2016  
ADDENDUM No. 5, Dated Oct 28, 2016
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (6 copies) each of which shall be deemed an original on the date first above written.

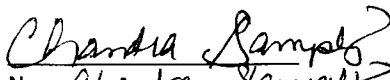
ATTEST

  
Name Larry Cochran  
Title Parish President

OWNER: ST. CHARLES PARISH

BY   
LARRY COCHRAN  
PARISH PRESIDENT

ATTEST

  
Name Chandra Sampath  
Title Contract Manager

CONTRACTOR: Pelican Waste and Debris, LLC

By   
Name RODDIE MATHERNE  
Title GENERAL MANAGER

**SOLID WASTE COLLECTION 2016  
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## PUBLIC NOTICE

### Solid Waste Collection 2016 St. Charles Parish

#### Request for Statements of Qualifications and Cost Proposals

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on Tuesday November 1, 2016**. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with preferably 5 years of experience and at least a minimum of 3 years experience. The Proposal Package can be obtained from the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Office hours are Monday – Thursday 7:30 AM to 4:30 PM. Telephone number is 985-783-5102

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Thursday October 13, 2016 at 10:00 a.m.** at the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**.

Each Proposal shall include security in the amount equal to five percent (5%) of the annual proposed amount and in the form of a certified check, cashier's check or properly executed bond.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to Proposal opening.

St. Charles Parish Council  
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Times Picayune  
The Advocate

September 29, 2016  
October 6, 2016  
October 13, 2016

**SOLID WASTE COLLECTION 2016  
INSTRUCTIONS TO CONTRACTORS**

**1. RECEIPT AND OPENING OF PROPOSALS**

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms specified in the Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2016 Package (RFP package) and submitted according to the instructions detailed in the **Submittal Instructions Section**. Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, **no later than 10:00 a.m. local time on November 1, 2016**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The envelopes containing the Proposals must be sealed and plainly marked with the name and address of contractor and "St Charles Parish - Proposal for Solid Waste Collection 2016".

**2. PREPARATION OF PROPOSAL**

All Proposals shall be prepared according to the instructions detailed in the **Submittal Instructions Section**. All forms and other requested information must be completed in ink or typewritten and in both words and figures when specified for pricing. Contractors must reply on all items listed on Exhibit "C".

If a unit price entered by the Contractor on Exhibit C is to be altered, it shall be crossed out and the new unit price entered above or below it in ink, and initialed by the Contractor.

In case of a discrepancy between the amount shown in numerals and written out in words, the unit prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected.

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and "St Charles Parish - Proposal for Solid Waste Collection 2016". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and sent to the address in No. 1 and marked "Sealed Proposal Enclosed – Solid Waste Collection 2016". The Parish may consider irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered.

### 3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal shall be accompanied by a Proposal Bond or a certified check of the Contractor drawn on a national bank in the amount equal to five percent (5%) of the Contractor's Annual proposal (based on the price in A.1 and the estimated 18,000 estimated units picked up). This Proposal Bond shall be a guarantee, on the part of the Contractor, that he will if called upon to do so, accept and enter into a contract to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment as set forth in Section 12.00 of the General Specifications. Checks and bonds will be returned promptly after the Parish and the selected Contractor have executed a Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposal's upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

### 4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Parish to the Contractor by certified mail, return receipt requested.

The Contractor, to whom the Contract shall have been awarded, will be required to execute six (6) original signed copies of documents a, b, d, and e listed in exhibit A within seven (7) days after his receipt of formal notice of award. Failure to deliver these documents will be considered to have abandoned all rights and interests in the award, and Contractor's proposal security may be declared forfeited to the Parish as liquidated damages. The award may then be made to the next best qualified Contractor or the work re-advertised for Proposals.

### 5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied with a letter from a corporate surety satisfactory to the Parish stating that a Performance Bond, **paid in full**, will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to 50% of the annual contract price, over the term of the Contract. Premium for the performance bond shall be paid by the Contractor along with a certificate from the surety showing that the bond premiums are paid in full.

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

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 over the term of the contract.

#### **6. POWER OF ATTORNEY**

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

#### **7. SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the RFP package including all incidentals necessary to fully complete said work.

#### **8. CONDITIONS**

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the requirements in the RFP package.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with existing conditions, shall in no way relieve himself of any obligations with respect to his Proposal or to the Contract. The Parish shall make all such documents available to the Contractors.

The Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Parish.

The Contractor's attention is directed to the fact that all applicable State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## 9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Parish either in writing or by email. If explanations are necessary, a written reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor on record requesting the RFP package. Every request for such explanation shall be in writing addressed to the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana, Attn: Chandra Sampey - Contract Monitor or by email to [csampey@stcharlesgov.net](mailto:csampey@stcharlesgov.net). Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued prior to date of receipt of Proposals shall become a part of the Contract Documents.

No inquiry received within five (5) days (excluding holidays and weekends) of the date fixed for the submission and opening of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, a copy of which will be forwarded to each Contractor on record requesting the RFP package, not later than three (3) days (excluding holidays and weekends) prior to the date fixed for the opening of Proposals.

## 10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws along with Exhibit B (Authority to Execute Corporate Resolution). Any foreign corporation, LLC, or partnership, shall provide a certificate from the Secretary of State that the corporation/partnership is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with Parish and State and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.



## 11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources.

In the event that the Parish shall require additional certified supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Parish, that Contractor is a going concern whose management possesses operating experience in the solid waste field.
- (c) Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

## 12. DISQUALIFICATIONS OF CONTRACTOR

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- (d) Default on a previous parochial or municipal contract for failure to perform.

### **13. BASIS OF PROPOSAL**

Proposals with respect to refuse collection are solicited on the basis of the rate proposed for Base Proposal (A.1, B.1, and B.2). The rate, as written out in words in the Proposal, shall govern and any errors found will be corrected.

### **14. QUANTITIES**

The Parish estimates that the number of Residential and Commercial Units to be initially serviced under the Contract is 18,000. The Parish estimates that the quantity of refuse generated in St. Charles Parish is approximately thirty-seven thousand (37,000) tons per year. The Parish makes no representation as to the reliability of its estimate for Residential and Commercial Units or refuse generation. However, Unit Price computations for Residential and Commercial Units shall be based upon such estimates.

### **15. METHOD OF AWARD**

The Parish reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects, irregularities, or informalities in a Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. The Parish intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

**SOLID WASTE COLLECTION 2016  
GENERAL SPECIFICATIONS**

**1.00**

**DEFINITIONS**

- 1.1 Bags
- 1.2 Boom Truck
- 1.3 Bulky Waste
- 1.4 Bundle
- 1.5 Commercial Refuse
- 1.6 Commercial Unit
- 1.7 Construction Debris
- 1.8 Cart Container
- 1.9 Contract Documents
- 1.10 Contractor
- 1.11 Dead Animals
- 1.12 Disposal Site
- 1.13 Garbage
- 1.14 Hazardous Waste
- 1.15 Parish
- 1.16 Producer
- 1.17 Refuse
- 1.18 Residential Refuse
- 1.19 Residential Unit
- 1.20 Rubbish
- 1.21 Stable Matter
- 1.22 Semi-Automated Solid Waste Collection
- 1.23 Solid Waste
- 1.24 Stable Matter
- 1.25 Term
- 1.26 Trash
- 1.27 White Goods
- 1.28 Yard Waste

**2.00**

**SCOPE OF WORK**

**3.00**

**TYPE OF COLLECTION**

- 3.1 Service Provided
- 3.2 Location of Containers, Bags and Bundles for Collection
- 3.3 General Description
- 3.4 Quantities Furnished To Bidders
- 3.5 Contractor To Make Examination
- 3.6 Governmental Approvals

4.00	<b><u>OPERATION</u></b>
4.1	<u>Hours of Operation</u>
4.2	<u>Routes of Collection</u>
4.3	<u>Holidays</u>
4.4	<u>Complaints</u>
4.5	<u>Collection Equipment</u>
4.6	<u>Office</u>
4.7	<u>Hauling</u>
4.8	<u>Disposal</u>
4.9	<u>Notification</u>
4.10	<u>Point of Contact</u>
5.00	<b><u>COMPLIANCE WITH LAWS</u></b>
6.00	<b><u>EFFECTIVE DATE</u></b>
7.00	<b><u>NONDISCRIMINATION</u></b>
8.00	<b><u>INDEMNITY</u></b>
9.00	<b><u>LICENSES AND TAXES</u></b>
10.00	<b><u>TERM</u></b>
11.00	<b><u>INSURANCE</u></b>
12.00	<b><u>BOND</u></b>
12.1	<u>Performance Bond</u>
12.2	<u>Power of Attorney</u>
13.00	<b><u>BASIS AND METHOD OF PAYMENT</u></b>
13.1	<u>Rates</u>
13.2	<u>Modification to Rates</u>
13.3	<u>Parish to Act as Collector</u>
13.4	<u>Delinquent and Closed Accounts</u>
13.5	<u>Contractor Billings to Parish</u>
14.00	<b><u>TRANSFERABILITY OF CONTRACT</u></b>
15.00	<b><u>OWNERSHIP</u></b>
16.00	<b><u>BREACH OF SERVICE</u></b>
17.00	<b><u>HIRING PREFERENCE</u></b>
18.00	<b><u>JURISDICTION &amp; VENUE</u></b>
19.00	<b><u>PERSONNEL REQUIREMENTS</u></b>

## 1.00 DEFINITIONS

- 1.1 **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.
- 1.2 **Boom Truck** - a truck having a telescopic boom over the frame for lifting heavy items in the solid waste stream that are too large or too heavy to be safely lifted by hand into a traditional garbage truck. Boom trucks have hydraulic booms, tipped with a clamshell bucket and include a dump body or roll off container and outriggers for stability.
- 1.3 **Bulky Waste** - Large items with weights or volumes greater than those allowed for containers. Bulky waste includes automobile parts, (fenders, seats, camper tops and other parts not exceeding 400lbs.) furniture, window air conditioning units, yard waste, construction debris, but excludes dead animals, hazardous waste, and stable matter.
- 1.4 **Commercial Refuse** - All garbage, rubbish, bulky waste, construction debris, and stable matter generated by a Producer at a Commercial Unit.
- 1.5 **Commercial Unit** - Any small place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc. located within the boundaries of St. Charles Parish.
- 1.6 **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or small demolition operations (shed, porch etc.) including concrete, wood, sheetrock, metal, etc. Construction debris under this Contract does not include debris generated from new construction and demolition of primary structure or debris generated by private contractor.
- 1.7 **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 collection container CART, including the color and wording and/or logo must be approved by the Parish, prior to use. 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. Charles 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 container CART(S) is included in the Proposal pricesubmitted.
- 1.8 **Contract Documents** - The Request for Proposals Instructions to Contractors, addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.
- 1.9 **Contractor** - The person, corporation, partnership, or joint venture performing Refuse Collection under contract with the Parish.
- 1.10 **Curbside** - That portion of the right-of-way immediately adjacent to traveled Parish roadways.
- 1.11 **Dead Animals** - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use, excluding horse's and cows.
- 1.12 **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.

- 1.13 **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 or Yard Waste.
- 1.14 **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 laws. Residential solid waste normally contains some hazardous wastes; however, household wastes are exempt from federal and state hazardous waste regulations and may be disposed of with household solid waste.
- 1.15 **Parish** - Parish of St. Charles.
- 1.16 **Producer** - An occupant of a Residential or Commercial Unit who generates refuse.
- 1.17 **Refuse** - This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, Construction Debris, Stable Matter, and Yard Waste generated at a Residential or Commercial Unit unless the context otherwise requires.
- 1.18 **Residential Refuse** - All Garbage, Rubbish, Bulky Waste, Construction Debris, Stable Matter and Yard Waste generated by a Producer in a Residential Unit.
- 1.19 **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.
- 1.20 **Rubbish** - All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof that has parts having a circumference of less than thirty-six inches (36") at the cut line and cut limbs measuring less than six (6) feet in length, printed matter, paper, pasteboard, rags, straw, used and 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.
- 1.21 **Semi-Automated Solid Waste Collection** - Curbside collection of Solid Waste from residential and small business units requiring one (1) truck driver and a minimum of two (2) laborers. Employs a standard collection truck specially fitted with a hydraulic tilt to grab, lift, and tilt standardized collection containers from the rear of the truck. The hydraulic lift is required to dump the containers into the truck and afterwards place the containers back on the ground. The laborers are required to manually retrieve the collection containers and place them to attach to the tilting mechanism. Once the collection container is emptied into the truck, the laborers are then required to place the cart container(s) back in its original position with the lid closed.

- 1.22 **Service Unit** – A Residential or Commercial Unit to which Solid Waste Collection services are provided by the Parish contractor.
- 1.23 **Solid Waste** – Any useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, that results from domestic, industrial, commercial, agricultural, governmental or community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include abandoned or junked vehicles, sewage, sewage treatment residue, earth or material used to fill land in accordance with construction codes, mining residues, slag, and dissolved or suspended solids in industrial wastewater effluents which are not acceptable for disposal in regular sewage treatment systems. Solid waste does not include potential infectious biomedical or hazardous wastes from commercial establishments.
- 1.24 **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.
- 1.25 **Term** – The effective dates of this Contract, measured from the full execution by the parties hereto, until such date of expiration as provided herein.
- 1.26 **Trash** - Things that are no longer useful or wanted and that have been thrown away, placed on the ground next to the container cart.
- 1.27 **White Goods** – Discarded refrigerators, ranges, water heaters, freezers, washers, dryers or any other similar large domestic appliances.
- 1.28 **Yard Waste** – All vegetative matter resulting from landscaping, or routine maintenance including tree and shrubbery leaves and limbs, grass clippings and flowers that have parts having a circumference of less than thirty-six inches (36”) at the cut line and limbs measuring less than six (6) feet in length.

**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**

3.1 **Service Provided – General Description**

a) The Contractor shall provide quality curbside Semi-automated collection services of Solid Waste, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. Charles Parish provided such refuse is placed out for collection in Carts, acceptable containers or bags, as defined in this agreement. A residential customer may choose to request additional container CARTS and be billed accordingly for each Cart serviced per month.

The Contractor shall also provide refuse collection for trailer parks if necessary. Each trailer is considered a Residential Unit for the purposes of this contract. If curbside collection for trailer parks is not feasible, the

Contractor is obliged to collect refuse generated from trailer parks 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 cart container per collection day per Commercial Unit for two-times a week service. Commercial Units producing refuse in excess of the above quantities may choose to request additional Cart containers up to a maximum of five and be billed accordingly for each Cart serviced or must secure other means of refuse collection.

c) The Contractor shall be solely responsible for the purchasing, storage, and distribution of all Solid Waste Semi-automated Collection Container Carts for Residential and Commercial Units. Carts shall be a minimum of 96-gallons with attached lid, and made of durable plastic, or equivalent, and approved by the Parish.

d) The Contractor shall provide a container Cart for each Residential Unit and Commercial Unit served by this contract. It is Contractor responsibility to maintain and repair or replace any carts, as necessary. Contractor shall replace Carts free of charge if damaged during collection operations. Customers requesting additional CARTS for regular collection service shall be provided said Carts and be billed monthly for the appropriate number of Carts per billing unit. 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 stolen Carts must be purchased at a cost of \$61.00 each.

e) The Contractor shall stock a sufficient inventory of Carts so that contractor shall repair, replace damaged or missing Carts, or provide requested new deliveries or additional Carts, within seven (7) calendar days of a request by the Parish or a service Unit.

f) The Contractor shall provide the Parish with daily updated feedback of Cart deliveries, repairs, or replacements as the due dates are reached. (see section 4.5 Complaints)

g) 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

h) The Contractor will be responsible for cleaning up any spillage resulting from collection activities. Spillages include hydraulic oil, garbage juice or any liquid released from the service truck or miscellaneous trash items. All of the Contractor's vehicles will be equipped with brooms, shovels, and rakes.



i) In no circumstances shall waste collected in other Parishes be commingled with waste collected under this Contract without the written permission of the Parish.

j) 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.

k) The contractor shall provide quality "Boom Truck" service for the collection of Bulky Waste on a regularly scheduled weekly basis as a routed service passing each customer a minimum of twice per month. If the contractor fails to collect the bulky waste within fifteen (15) days and is so notified by the resident or the Parish, the contractor shall make such collections within twenty-four (24) hours of notification.

l) The Contractor shall provide quality service/work defined in this Contract, in a manner which is convenient, safe and free of unnecessary nuisance. Contractor shall not trespass unduly on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to unnecessarily remain standing on roadways, lots, or other areas. All Service/Work shall be performed quietly and in a manner which maximizes efficiency and safety to the public, the Parish, and the contractor.

3.2 **Location of Container Carts, Bags or Trash for Collection** - Each Container Cart or Bags 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) Container Carts, or Bags 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, Container Carts or Bags shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the laborer collectors to the point or origin in an upright position not obstructing driveways, traffic or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts, bags or trash on the ground cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the Container Carts, bags or trash piles.

3.3 **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. Charles Parish and other public agencies domiciled in St. Charles Parish to the designated landfill.

3.4 **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.

3.5 **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.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation, under whatever circumstances which may develop other than as herein provided.

3.6 **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.

#### **4.00 OPERATION**

4.1 **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

4.2 **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. Charles 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.

4.3 **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 an observed holiday, the Contractor must make up that collection day within forty-eight (48) hours of that holiday without affecting the normal collection day routes. 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. The contractor shall publicize in the official journal of St. Charles Parish the week immediately preceding the holiday to be observed. Any and all notices must be pre-approved by the Parish prior to publication.

4.4 **Complaints** – The Contractor shall provide an information and complaint intake and resolution system for the purpose of accepting requests/complaint calls directly from service units in St. Charles Parish. This system shall include a telephone line manned by the Contractor during collection hours, including Saturdays, to handle questions regarding waste pick-up schedules, quantities, size limitations, acceptable materials, other services provided, and to register complaints and special waste collection requests. The telephone number, web address, description of services and notification procedures and other information, as pre-approved by the Parish, shall be published at the beginning of the contract in the official Journal of the Parish with a minimum advertisement size of ¼ page. The telephone number shall be listed in the local telephone directory and on the Parish website.

The Contractor may have the capabilities, but not mandated, to access the designated Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall have a read only version for the purpose of tracking and logging complaint calls and follow-up actions. (Contractor must confer with St Charles Parish Contract Monitor at phone #985-783-5102 in reference to these requirements prior to submittal). The Parish will provide the Contractor with PC, browser, and internet connection requirements. The Contractor must maintain internet access in order to maintain this Contract Monitor Call Resolution Tracking Program.

The Parish shall provide to the Contractor a list of requests/complaints received through the Parish Contract Monitor Call Resolution Tracking Program by 4:00 p.m. each day. The Contractor may obtain this list from the Contract Monitor's Office each day either by telephone, fax, e-mail, and/or personal visit to the Parish.

The Parish Contract Monitor Call Resolution Tracking Program will be used to generate daily, weekly and monthly reports for the purpose of tracking requests and evaluating performance under the terms of the contract. The system will be used for generating comprehensive reports which list all service requests telephoned directly to the Parish from service units in the contracted area. Both the Parish and the Contractor shall have the ability to track all requests/complaints in the Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall submit to the Parish each day either by telephone, fax, e-mail, and/or personal visit to the Parish, resolution feedback as due dates are reached and items are closed out.

All complaints made directly to the Contractor shall be given prompt and courteous attention. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint within 24 hours after the Contractor's receipt of the complaint from either the service unit or the Parish, unless otherwise indicated in the contract. In the case of alleged missed/skipped 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.

The Contractor shall provide to the Parish, within twenty-four hours, 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. All claims must be appropriately handled and completed within seven (7) calendar days of the reported complaint.

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

The Contractor shall replace any damaged mailboxes as a result of actions of Contractor's employees or agents. Replacement mailboxes must be of equal or greater value as the damaged mailbox.

Failure to timely resolve any complaint shall be considered a breach of this Contract and for the purpose of computing damages under the provisions of this Section, the Parish may after twenty-four (24) hours written notice, cure such breach, and thereafter deduct such costs to cure said breach from any payment due or to become due to the Contractor.

Local telephone numbers and mobile phone numbers of key personnel shall be available to the Contract Monitor's Office and Parish officials on a 24-hour; 7 days/week basis.

- 4.5 **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. 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. All vehicles used for regular collection services shall be solely dedicated for use in this contract.

(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 be new 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. The Contractor will use only refuse collection vehicles manufactured not earlier than 2016, and shall provide specification data on each truck as stated in Section 4.6(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 "SC" 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.

- 4.6 **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 5:00 p.m. on regular collection days. Contractor shall have a Supervisor assigned to St. Charles Parish and available in the Parish during hours of operation to respond to complaints. The Supervisor shall maintain personal contact by regular visits with the designated Parish personnel to handle any and all complaints.

The contractor shall notify the parish in writing and with personal visits to the parish of any supervisory changes assigned to the parish. The parish must be notified of said changes prior to the start day of newly assigned supervisors.

- 4.7 **Hauling** -All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.8 **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.
- 4.9 **Notification** - The Contractor shall notify all Producers about collection routes, disposal procedures, complaint procedures, regulations and days for scheduled Refuse collection. Whenever garbage or trash is not picked up, a notice shall be placed at the residence and/or business by the Contractor stating the reason the garbage or trash was not picked up.
- 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 General 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 May 1, 2017.

**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 incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; or subcontractors provided, however, that the 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 May 1, 2017, and ending April 30, 2022. 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**

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen 's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder the Contractor agrees to furnish the Parish certificates of insurance or other evidence satisfactory to the Parish to the Effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

All insurance shall be placed with insurers that are authorized to do business in Louisiana and have a rating of no less than A in the most current edition of the A.M. Best Insurance Report.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b>Coverages</b>	<b>Limits of Liability</b>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Each policy shall name St. Charles Parish as an additional insured and provide a waiver of subrogation in favor of St. Charles Parish. Failure to provide said insurance shall be deemed a material breach of the contract and shall entitle the Parish to immediate termination.



**12.00 BOND**

**12.1 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.

**12.2 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**

**13.1 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.

**13.2 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 Waterworks, Garbage Billings. 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 or compensation payable to 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 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. Three (3) months after the start of the second year of the agreement and every year thereafter, the fees of compensation shall be increased or decreased

by a percentage amount equal to the net percentage change in the CPI or five percent (5%), whichever is less. Beginning with the first month of the second year the net change shall be the difference between the said CPI for the last full month preceding the agreement and the last month of the first year. Subsequent years of the Agreement shall be adjusted annually based upon the net change for the preceding twelve (12) month period. These annual adjustments are to be five percent (5%) or the net change for the CPI, whichever is less. Such adjustments must be requested by the Contractor from the Parish.

(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, 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.

(d) The Parish may request and be provided with an audit, performed by an Independent Certified Accountant, acceptable to the Parish, of actual expenses as pertaining to this Contract to validate any request for increase in rates that in the Parish's opinion appears to be unusual, or if the Parish believes it is entitled to a lowered charge by virtue of a reduction in cost; said audit to be at the expense of the Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Parish must request the audit within thirty (30) days of notification of a petition to increase in rates. The Parish shall not require or request an audit for the CPI adjustments noted in Section 13.02(b).

(e) 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.

### **13.3 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.

### **13.4 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.

### **13.5 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 the Parish shall pay the Contractor on or before the 20th day following the end of such month. 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.

### **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 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.
- Less than 20 missed units on a given route - units missed shall be collected by 11am the next day or contractor will be assessed \$75.00 per unit per day.
- More than 20 missed units on a given route - units missed shall be collected before 1 p.m. the next day will be assessed \$100 .00 per unit per day

- Failure to remove Dead Animals within twenty-four (24) hours of notification from either a Service Unit or Parish - \$75.00 per day.
- Repetition of complaint(s) on a specified route or at a location after notification by Parish or the Service Unit, of spilling, crossing planted area, thrown Carts, Carts blocking driveway, Carts in street, not replacing Carts to the same location on the right-of-way from which it originated in an upright position with lid closed, leaving Solid Waste materials in Carts, or similar violations - \$100.00 each unit per day.
- Failure to collect Bulky Waste and/or Construction Debris from a Service Unit within twenty-four (24) hours of a notification from either the Service Unit or the Parish of a missed collection pickup \$100.00 each unit per day.
- Failure to collect White Goods within twenty-four (24) hours of a notification from either the Service Unit or Parish of a missed collection pickup -\$50.00 each unit per day.
- Failure to provide repairs and/or a replacement Cart for a damaged, stolen or otherwise missing Cart, or an additional Cart, or a new Cart for an added unit within seven (7) calendar days from notification by Parish or Service Unit - \$100.00 each unit per day

Contractor shall receive notice of such complaints referred to 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 civil disturbance or an Act of God beyond anyone's control, 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 or both and also to assert a lien on all properties of the Contractor.
- (c) If the Contractor is unable, for any cause, 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. 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 Contractor fail to perform any of his contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.

(f) In the event of termination of the contract for breach, insolvency, default or application for bankruptcy as specified above, the Parish shall have the rights to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract.

(i) The Parish shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the Parish for operation of the system or another Contractor is engaged to perform the service.

(ii) The Parish shall have the right at its option to purchase Contractor's equipment and facilities at the depreciated fair market value thereof.

(iii) The Parish shall pay Contractor the reasonable rental value of such equipment and facilities during the same time that it is used by the Parish should the Parish elect not to purchase. Liability of the Parish to the Contractor during this period shall be that of Bailee for hire, ordinary wear and tear specifically exempt from such liability. Should it become necessary for the Parish to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

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, not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

#### **17.00 HIRING PREFERENCE**

Contractors are required to give preference in hiring to St. Charles Parish Residents.

**18.00 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 Twenty-Ninth 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.

**19.00 PERSONNEL REQUIREMENTS**

The Contractor shall provide and train all personnel necessary to adequately perform the work under this Contract. Sufficient backup personnel shall be available to work during periods of vacation, sickness or other absences of personnel. All personnel shall be competent, skilled and qualified in the work to which they are assigned and must hold valid licenses, permits, etc. required by federal, state and local agencies and be void of any felony convictions.

The Contractor shall prohibit drinking or effects of alcoholic beverages or the effects of chemical intoxicating substances by employees while on duty or in the course of performing their duties under this Contract.

The Contractor shall provide services in a manner which is convenient, safe and free of nuisance. The Contractor shall not trespass unduly on private property; shall not allow his collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots, or other areas; shall perform collection services neatly and quietly; shall perform services using procedures and equipment in carrying out this Contract which maximizes efficiency and safety to the public, the Parish and the Contractor.

The Contractor's employees shall be courteous at all times and shall work quietly and not use loud or profane language. Horseplay is prohibited.

The Contractor shall make every effort to handle container Carts carefully to avoid damage, return them neatly at the curbside (up-right with lid in-place) to the same residential unit or business unit from which they were collected, and not place container Carts in driveways, roadways or in any location where they become an obstruction.