

Ord.

2010-0418

INTRODUCED BY: MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
TERRY AUTHEMENT, COUNCILMAN-AT-LARGE, DIVISION B
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
V.J. ST. PIERRE, JR., PARISH PRESIDENT
BILLY RAYMOND, SR., COUNCILMAN, DISTRICT I

ORDINANCE NO. 10-12-12

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

WHEREAS, the St. Charles Parish Council adopted Resolution No. 5775 on September 20, 2010 which approved the 2011 Contract Documents and Specifications for Solid Waste Collection for St. Charles Parish; and,

WHEREAS, sealed proposals for said services were received on November 5, 2010; and,

WHEREAS, the Contract/Finance and Administrative Committee, at its October 19, 2010, meeting approved a Proposal Evaluation Process, however, due to the wide difference in pricing and the Administrative review of all proposals submitted which indicated that the lowest proposal meets all requirements of the 2011 Contract Documents & Specifications, the Proposal Evaluation Process is hereby waived; and,

WHEREAS, it is the desire of the Parish Council to accept the lowest proposal, which was submitted by SDT Waste & Debris Services, LLC in the amount of \$9.74 per unit per month, at a direct savings to the residents of St. Charles Parish of \$2.25 per unit per month; and,

WHEREAS, SDT Waste & Debris Services, LLC, by Memorandum of Understanding, has agreed to guarantee its price for curbside recycling services through March 1, 2012 to allow the Parish the option to add said service at a later date.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Proposal Evaluation Process is hereby waived and the proposal of SDT Waste & Debris Services, LLC for Solid Waste Collection Services, Base Proposal (A.1) in the amount of \$9.74 per unit, per month for twice weekly semi-automated rear tipped refuse collection services is hereby approved and accepted.

SECTION II. That the Contract Documents noted as Resolution No. 5775, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and the Memorandum of Understanding are hereby deemed to be the Solid Waste Collection Contract.

SECTION III. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 20th day of December, 2010, to become effective five (5) days after publication in the Official Journal.

Ordinance - Revised Solid Waste Collection Contract - SDT.doc

CHAIRMAN: Billy Raymond, Sr.

SECRETARY: Caroline Jacobs Tucker

DLVD/PARISH PRESIDENT: December 21, 2010

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Neil

RETD/SECRETARY: December 23, 2010

AT: 9:30am RECD BY: BQS

REFERENCE
Reso. 5775

AMENDED
By: Ord. 14-4-7

CONTRACT AGREEMENT

THIS CONTRACT, made this 27th day of January, 2010, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70057, hereinafter called "PARISH" and SDT Waste & Debris Services, LLC 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 March 1, 2011.
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" - Request for Proposals - 2011
 - (b) Exhibit "B" - Instructions to Contractors - 2011
 - (c) Exhibit "C" - Contractor's Proposal - 2011
 - (d) Exhibit "D" - Solid Waste Collection General Specifications - 2011
 - (e) ADDENDUM
No. 1, dated October 20, 2010.
No. 2, dated October 20, 2010.
 - (f) Memorandum of Understanding
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 (2 copies) each of which shall be deemed an original on the date first above written.

OWNER:
ST. CHARLES PARISH
BY [Signature]
V.J. ST. PIERRE, JR.
PARISH PRESIDENT

ATTEST:
[Signature]
Name Timothy J. Vial
Title Chief Adm. Officer

CONTRACTOR:
By [Signature]
Print Name Sidney D. Torres, IV
Title President / Owner
Name SDT Waste & Debris Services, LLC
Address 100 West Virtue Street
Chalmette, LA 70043
Phone No. 504-940-2177

ATTEST:
[Signature]
Name Julie Tjaro
Title CAO

PARISH OF ST. CHARLES

2011

CONTRACT DOCUMENTS

&

SPECIFICATIONS

SOLID WASTE COLLECTION

FOR

**ST. CHARLES PARISH
LOUISIANA**

EXHIBIT "A"

REQUEST FOR PROPOSALS - 2011

For Solid Waste Collection in St. Charles Parish

Sealed Proposals are invited and will be received by the Parish of St. Charles, 15045 River Road, P. O. Box 302, Hahnville, Louisiana 70057, for collection of solid waste for said Parish.

Proposals shall be made on the Proposal Forms and in accordance with instructions to Contractors furnished by St. Charles Parish, Office of the Parish President.

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals shall be made upon forms published by the Parish. The Parish will furnish copies of the Contract Documents and form of Contract to prospective Contractors.

Proposals shall be delivered to, and be on file with, the Parish on or before Friday, October 29, 2010, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Solid Waste Collection".

Proposals will be publicly opened and read at 10:00 a.m., on the aforementioned date in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana. The selected Contractor will be awarded the contract through an ordinance of the Parish Council approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A proposal bond or certified check shall accompany the Proposal, in accordance with the Instructions to Contractors.

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.

A pre-proposal conference shall be held on Tuesday, October 19, 2010, at 6:00 p.m. in the Council Chambers of the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana.

Publish: September 23, 2010
 September 30, 2010
 October 7, 2010

EXHIBIT "B"

INSTRUCTIONS TO CONTRACTORS - 2011

SOLID WASTE COLLECTION

1. RECEIPT AND OPENING OF PROPOSALS

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms attached hereto, all information on which shall be appropriately filled in. Proposals will be received at the office of the Parish President until 10:00 a.m. Friday, October 29, 2010, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana at 10:00 a.m. on the aforesaid date. The envelopes containing the Proposals must be sealed and plainly marked "Proposal for Solid Waste Collection". Mailed proposals should be addressed to the Parish President's Office, Parish of St. Charles, P. O. Box 302, 15045 River Road, Hahnville, Louisiana 70057.

2. PREPARATION OF PROPOSAL

All Proposals shall be prepared and signed by the Contractor in the form attached hereto. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures. Contractors must reply on all items listed on Exhibit "C".

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum amount entered above or below it, and initialed by the Contractor in ink.

The proposals received will be compared on the basis of the per unit amounts submitted for Base Proposal (A.1), on Exhibit "C". 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, together with appropriate schedules, shall be submitted in a sealed envelope bearing on the outside the name of the Contractor, his address, and plainly marked "Proposal for Solid Waste Collection". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. 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 bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to five percent (5%) of the Contractor's Annual proposal, as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such

form as may mutually be agreed upon by the Parish and the selected Contractor), 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. 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 two (2) copies of the Contract on the form attached hereto (or such forms as may mutually be agreed upon by the Parish and the selected Contractor) and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and Contractor's proposal security may be declared forfeited to the Parish as liquidated damages and the award may then be made to the next best qualified Contractor or the work readvertised for Proposals as the Parish may elect.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Parish stating that the Performance Bond 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 attached thereto.

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 bonds 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.

The surety on the bond 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.

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 Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

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 Specifications.

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 in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to the Parish President's Office - Parish of St. Charles, P. O. Box 302, Hahnville, Louisiana, 70057, Attn: Timothy J. Vial, Chief Administrative Officer. 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, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) calendar days 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, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) days 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 and shall also give the state of incorporation. Any foreign corporation should provide a certificate from the Secretary of State that the corporation 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.

The Parish shall require submission with the Proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Contractor's equipment available or to be acquired for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- (c) Evidence that the Contractor is in good standing in the State of Louisiana, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business in the State of Louisiana or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

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). 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.

EXHIBIT "C"
CONTRACTOR'S PROPOSAL
FOR
SOLID WASTE COLLECTION - 2011

TO: Parish President
St. Charles Parish
15045 River Road (P. O. Box 302)
Hahnville, LA 70057

Proposal of SDT Waste & Debris Services, LLC

(a corporation duly organized under the laws of the State of Louisiana).


The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

Base Proposal: (A.1) \$ 9.74 per unit per month for twice weekly semi-automated rear tipped refuse collection services within St. Charles Parish (for approximately 18,000 Residential and Commercial units).
Nine Dollars and
Seventy - Four Cents per unit per month.

(B.1) \$ 0.55 per unit per month, additional cost, added to Base or Alternate Proposal selected to provide all new containers (CART)'s to all existing and new customers, including collection and disposal of all existing CART'S by the Contractor.

Alternate Proposal (A.2) \$ 3.42 per unit per month for one time per week curbside recycling collection services within St. Charles Parish.
Three Dollars and
Forty - Two Cents per unit per month.

SDT Waste & Debris Services, LLC
CONTRACTOR

BY: 

PRINT NAME: Sidney D Torres IV

TITLE: President / Owner

PRINCIPAL OFFICE
ADDRESS 100 West Virtue Street

Chalmette, St Bernard LA
(City) (Parish) (State)

TELEPHONE: 504-940-2177

EXHIBIT "D"

SOLID WASTE COLLECTION

GENERAL SPECIFICATIONS - 2011

1.00

DEFINITIONS

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

2.00

SCOPE OF WORK

3.00

TYPE OF COLLECTION

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

4.00

OPERATION

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

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

DEFINITIONS

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

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

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

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

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

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

1.07 **Container (CART)** - A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 90-96 gallons. The actual container (CART), including the color and wording and/or logo must be approved by the Parish, prior to use. No Contractor logos will be allowed. All CARTS used in the current contract shall be acceptable for use under this Contract. All additional CARTS used in this contract shall be new. All CARTS provided under this Contract shall be donated to the Parish of St. 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 containers (CART) is included in the Proposal price submitted. All repairs, replacement and/or deliveries of CARTS shall be made within seven calendar days.

The Contractor shall provide a container (CART) for each Residential Unit and Commercial Unit served by this contract and shall repair and/or replace any carts, as necessary. Customers requesting additional CARTS for regular collection service shall be provided said carts and billed monthly for the appropriate number of units. Stolen carts will be replaced upon providing a police report to the Contractor, and each Unit shall be entitled to one free replacement of a stolen CART. Additional stolen carts must be purchased at a cost of \$61.00 each.

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

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

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

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

1.12 **Garbage** - Any and all accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); **except** (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

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

1.14 **Parish** - Parish of St. Charles.

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

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

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

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

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

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

2.00 SCOPE OF WORK

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

3.00 TYPE OF COLLECTION

3.01 Service Provided

(a) The Contractor shall provide quality curbside collection services, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. Charles Parish provided such refuse is placed out for collection in carts, acceptable containers, bags, or bundles as defined in this agreement. The Contractor shall also provide quality curbside collection service for the collection of Bulky Waste from all Residential Units. A residential customer may choose to request additional containers (CARTS) and be billed accordingly for each.

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

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

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

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

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

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

(g) The Contractor shall provide "Boom" truck service on a regularly scheduled weekly basis as a routed service passing each customer a minimum of twice per month.

3.02 Location of Containers, Bags and Bundles for Collection - Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys). Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Containers shall be replaced by collectors in an upright position. The Contractor shall provide assistance to any handicapped customer that is

not physically able to place the container at curbside. In areas of the Parish where containers can not physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the containers.

3.03 General Description - The work to be done consists of the acceptance and proper delivery of all refuse generated from the Parish, its agent(s), residents of St. Charles Parish and other public agencies domiciled in St. Charles Parish to the designated landfill.

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

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

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.

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

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

4.00 OPERATION

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

4.02 Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Parish for their approval, which approval shall not be unreasonably withheld. At the request of the Parish President the Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the Official Journal of the St. 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.

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

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

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

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

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

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Parish of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The Parish shall provide to the Contractor a list of complaints received by the Parish each day. The Contractor may obtain this list from the Parish each day either by telephone, fax, e-mail, and/or personal visit to the Parish.

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

The Contractor, without expense to the Parish or the resident, and within twenty-four (24) hours after notice, shall replace cans and can lids taken or damaged by collectors, 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.

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

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

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

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

(c) All regular collection vehicles used in service under this Contract shall 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 2010, and shall provide specification data on each truck as stated in Section 4.05(a). Substitute trucks shall not be greater than a 29 cubic yard capacity.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment can not 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.

4.06 Office - The Contractor shall maintain an office or such other facilities through which he can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 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.

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

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

4.09 Notification - The Contractor shall notify all Producers about collection routes, disposal procedures, complaint procedures, regulations and days for scheduled Refuse collection. 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 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 March 1, 2011.

7.00 **NONDISCRIMINATION**

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

8.00 **INDEMNITY**

The Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, penalties, fines, and attorney's fees 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 March 1, 2011, and ending February 28, 2016. Upon written mutual agreement between the Parish Council and the Contractor, this Contract may be extended for an additional five (5) year period.

11.00 **INSURANCE**

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:

<u>Coverages</u>	<u>Limits of Liability</u>
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

12.01 Performance Bond

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

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

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

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

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

13.00 BASIS AND METHOD OF PAYMENT

13.01 Rates

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

13.02 Modification to Rates

(a) Following the award of the contract but preceding contract signing, the Parish and the Contractor shall mutually count and agree on the number of units that will be served under this contract and billed to the Parish. The count shall be based on the unit count prepared by the Department of 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.

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

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

13.05 Contractor's Billings to Parish - The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month and 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) A truck beginning residential collection prior to 5:00 a.m. or continuing beyond 8:00 p.m. without approval of the Parish - \$100.00 per day per truck.

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

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

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

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

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

If the Contractor fails to provide the refuse collection services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of 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 fall 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.

(iv) 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.

ADDENDUM NO. 1
2011
CONTRACT DOCUMENTS
&
-SPECIFICATIONS

SOLID WASTE COLLECTION
FOR
ST. CHARLES PARISH
LOUISIANA

Addendum Approved October 19, 2010
By the St. Charles Parish Council Contract/Finance and
Administrative Committee
Addendum Issued October 20, 2010

The following addendum is hereby made to the Contract Documents and Specifications to provide for curbside recycling collection services:

EXHIBIT "C"

Contractors Proposal For Solid Waste Collection – 2011

Alternate Proposal (A.2) \$ _____ per unit per month for one time per week curbside recycling collection services within St. Charles Parish.

SEE EXHIBIT 1 _____ Dollars and
_____ Cents per unit
per month.

EXHIBIT "D"

Solid Waste Collection General Specifications – 2011

The following amendments are hereby made as Contract Specifications for Curbside Collection of Recyclable Materials. The amendments replace the original language unless otherwise specified.

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

Add the following:

1.21 **Collected Recyclables** – Recyclable Materials and Residue collected by Contractor.

1.22 **Commodity** – Material that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate.

1.23 **Processing Facility** – The facility operated by or under contract with

Contractor where recyclable materials are stored, processed, and shipped to a firm that recycles the materials.

1.24 **Recyclable Materials** – Newspaper, white paper, junk mail, glass, metal food and beverage cans, magazines, catalogs, phone books, corrugated cardboard, plastics, or any other commodity set forth in this Contract.

1.25 **Recycling** – The process of extracting useful and reusable materials from refuse and placing those materials in a production process to reuse them to reduce the use of raw or virgin materials.

1.26 **Recycling Containers(CART)** – A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 65 gallons. The actual recycling container (CART), including the color and wording and/or logo must be approved by the Parish, prior to use. No contractor logos will be allowed. All CARTS used in this contract shall be new. All CARTS provided under this contract shall become the property of the Parish at the end of the term of this contract, provided that the Parish reserves the right to deny acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of containers (CARTS) is included in the Proposal price submitted. All repairs, replacement and/or deliveries of CARTS shall be made within seven calendar days. Contractor will be responsible for providing all replacement recycling containers.

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

Contractor shall keep records of the number of replacement curbside recycling containers delivered, the address where each replacement container was delivered, and the date of delivery. These records shall be provided with the monthly invoice to the Parish.

1.27 **Residue** – Material not suitable for recycling that is remaining after recyclable Material is processed for market.

3.01 **Service Provided**

Add the following:

(h) Contractor shall once per week collect, process, and market all-recyclables from each participating residential or commercial unit within the territorial limits of St. Charles Parish.

The recyclable materials shall include:

Glass – clear, brown, and green
Plastic – HDPE and PETE
Newsprint – (ONP)
White paper & junk mail

Corrugated Cardboard (OCC)
Magazines, Catalogs, and Phone Books
Steel and Aluminum Cans

(i) The levels, standards, and requirements of service include the following:

Contractor will instruct customers to place their collected recyclables at the curb for collection in the designated recycling container (CART).

Contractor shall not collect materials not designated as Recyclable Materials from the residential or commercial units designated herein in conjunction with the Contract. In the event that material not designated as Recyclable Materials are placed in the curbside recycling container by a customer, Contractor shall leave those items in the curbside recycling container along with a printed notification as to why the items were left.

(j) The Contractor is responsible for developing the Public Awareness Program. However, under this Contract, the Parish will assist the Contractor in Public Awareness Program efforts. The Contractor will provide the Parish with informational, promotional, and educational material developed for the Public Awareness Program which Contractor shall print and distribute to residential units in the recycling service area.

Contractor shall perform these distributions under the direction and to the satisfaction of the Parish.

Contractor shall print and distribute informational, promotional, and educational material to each customer in the recycling service area at the initiation of service. Distributed materials shall be placed in plastic bags or other waterproof materials. Informational material distributed to the residences at the start of the Contract shall include, at a minimum, the start date of service, any changes in route or materials collected, acceptable materials, day of collection, and phone number for complaints and questions.

Contractor shall also print and distribute Public Awareness Program informational, promotional, and educational materials provided by the Parish to each residential or commercial unit not less than two (2) nor more than four (4) additional times during any one year term of the Contract. The Parish will give Contractor two (2) weeks notice prior of the need for said printing and distribution services. Distributed materials shall be placed in plastic bags or other waterproof containers or may be of waterproof materials.

Contractor shall also print and distribute notices to residents and commercial units who place materials not designated as recyclable materials in their curbside recycling container.

Contractor shall provide support to the Parish in presentations to civic organizations and church groups, business associations, schools, senior citizen groups, and other interest groups as requested by the Parish. Such support may include preparation of presentation materials such as electronic presentations, printed handouts, and participation in the presentation.

4.01 Hours of Operation - Collection of Refuse and/or Recyclables 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.

4.08 Disposal

Add the following:

(a) Contractor shall transport the collected recyclables to a Processing Facility which shall be operated by or under contract with Contractor. Contractor or its designated contract processor shall supply all facilities, equipment, labor, and other resources at the facility necessary for the proper storage, processing, and shipment of the collected recyclables. The Processing Facility must at all times meet all requirements of federal, state, and local regulations.

The Parish retains the right to terminate this Contract on the basis of failure of Contractor to provide an acceptable Processing Facility in all respects with these Contract Documents, should such circumstance occur.

Contractor shall prepare public information, respond to questions, inform the public, and assist the Parish in preparing Public Awareness Program material.

(b) The Processing Facility shall be equipped with scales for the weighing of all materials entering and leaving the site. Daily weighing of collected recyclables and separate weighing of the paper portion and the container portion of each collection load is required. Scales shall be at least annually calibrated, tested, and certified in accordance with all applicable federal, state, and local regulations.

(c) Contractor shall be responsible for marketing and transporting to market all recyclable materials processed pursuant to this Contract. This includes obtaining market agreements and/or contracts that define the product specifications and the price arrangements for the sale of recyclable materials and arranging for the transportation of recyclable materials to the selected market. Contractor shall retain all revenues generated from the sale of recyclable material processed pursuant to this Contract.

(d) Contractor shall provide the Parish with written certification that all collected recyclables and recyclable material processed under this Contract have been marketed to a firm that recycles materials in such a way as to meet the definition of "Recycling" in the Louisiana Solid Waste Recycling and Reduction Law.

If Contractor has contracted with a processor for processing of collected recyclables and marketing of recyclable material under this Contract, the contract must state that the recyclable material shall be recycled.

The Parish supports and encourages markets wherein the processed materials collected through its program are used to replace corresponding virgin raw materials in the manufacturing process.

(e) In addition to other records specified in these Contract documents, Contractor shall also maintain books and records relating to the performance of recycling collection services under this Contract in accordance with the following minimum requirements:

- Actual number of set-outs collected per day and other associated data relative to participation rates which the Parish may specify.
- The weight of collected recyclables collected on a daily and route basis and other associated data relative to material quantities.
- Resident compliance with recyclable material requirements.
- Container replacement.
- Other data as may be requested by the Parish.
- Except as otherwise required by these Contracts documents, Contractor shall provide this information to the Parish on a monthly basis and included with the invoice to the Parish.

(f) In addition to other records specified in these Contract documents, Contractor must also maintain books and records relating to the performance of recyclable material processing services under this Contract in accordance with the following minimum requirements:

Weight of each load of collected recyclables delivered to the Processing Facility or the collected recyclables composition, shall be applied to the total weight of load(s) delivered pursuant to these Contract documents to determine the weight of each commodity processed.

15.00 **OWNERSHIP**

Add the following:

Title to Recyclable Materials and Residuals shall pass to Contractor when placed in Contractors vehicles.

16.00 **BREACH OF SERVICE**

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


(paragraph eight)

If the Contractor fails to provide the 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:

(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 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.

All other provisions of the 2011 Contract Documents & Specifications shall remain as first written.

This Addendum is hereby made a part of the 2011 Proposal Package.

By: 
Timothy J. Vial
Chief Administrative Officer

Contractor hereby acknowledges receipt of this Addendum.

Addendum No. 1, dated , 2010

Acknowledged By: 
(Signature)

Print Name: SIDNEY D. TORRES IV

Date: 11-4-10

ADDENDUM NO. 2

2011

CONTRACT DOCUMENTS
&
SPECIFICATIONS
SOLID WASTE COLLECTION
FOR
ST. CHARLES PARISH
LOUISIANA

Addendum Approved October 19, 2010

By the St. Charles Parish Council Contract/Finance and Administrative Committee
Addendum Issued October 20, 2010

The following addendum is hereby made to the Contract Documents and Specifications to provide for clarification on the items addressed:

Exhibit "A"

Request For Proposals -2011

Delete the fifth paragraph and replace it with the following paragraph:

Proposals shall be delivered to, and be on file with, the Parish on or before Friday, November 5, 2010, 10:00 a.m. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Solid Waste Collection".

Exhibit "B"

Instructions To Contractors – 2011

Delete number 1 and replace it with the following number 1:

1. RECEIPT AND OPENING OF PROPOSALS

The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms attached hereto, all information on which shall be appropriately filled in. Proposals will be received at the Office of the Parish President until 10:00 a.m., Friday, November 5, 2010, and publicly opened and read aloud in the Council Chambers of the Parish Courthouse, 15045 River Road, Hahnville, Louisiana at 10:00 a.m. on the aforesaid date. The envelopes containing the Proposals must be sealed and plainly marked "Proposal for Solid Waste Collection". Mailed proposals should be addressed to the Parish President's Office, Parish of St. Charles, P. O. Box 302, 15045 River Road, Hahnville, LA 70057.

Exhibit "D"

Solid Waste Collection General Specifications – 2011

1.03 Delete the definition of "Bundle" and replace with the following:

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

4.04 Complaints – Add the following paragraphs:

The Contractor shall provide an information and complaint resolution system. 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 shall accept complaint calls and service requests directly from citizens in the service area via telephone, e-mail and from the Parish that are submitted by telephone, facsimile, or e-mail.

The Contractor shall have the capabilities to access the designated St. Charles Parish Call Resolution Tracking Program for the purpose of tracking and logging complaint calls and follow-up actions. (Contractor must talk with St. Charles Parish Information Technology phone #985-783-5096 about these requirements prior to submittal). The St. Charles Parish Information Technology Office will provide the Contractor with PC, browser, and internet connection requirements. The Contractor must maintain internet access in order to maintain this Call Resolution Tracking Program.

The Contractor will be responsible for the daily entering of all relevant data from calls and service requests in the St. Charles Parish Call Resolution Tracking Program. Information must be entered the day in which it is received. This includes the entering of information, in the following fields: date of call, point of contact (Contractor/Parish), name of caller, nature of request, pick-up days, action taken, date action taken, days delinquent, and comments. Each business day the Contractor will submit to the Parish sorted reports.

The St. Charles Parish Call Resolution Tracking Program will be used to generate 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 Contractor from citizens in the contracted area, and requests/complaints transmitted from the Parish. Both the Parish and the Contractor shall have the ability to track all complaints in the Call Resolution Tracking Program. If requested, the Contractor shall provide reports generated from the Call Resolution Tracking Program to the Parish as specified, within three (3) business days of the request.

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 complainant or the Parish, unless otherwise indicated in the contract. The Parish shall provide to the Contractor a list of complaints received by the Parish each business day. The Contractor may obtain this list from the Parish each day either by e-mail, facsimile, telephone or the Call Resolution Tracking Program.

The Contractor shall provide the Parish, within 3 days, 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.

Failure to remedy the cause of the complaint shall be considered a breach of the contract and for the purpose of computing damages under the provisions of this section, it is agreed that the Parish may deduct such penalties from payment due or to become due the Contractor.

4.05 (a) Add the following sentence to the existing paragraph:

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

4.06 Add the following sentence to the existing paragraph:

The Supervisor shall maintain personal contact by regular visits with the designated Parish personnel to handle any and all complaints.

Add the following:

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 containers 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 containers in driveways, in roadways or in any location where they become an obstruction.


All other terms of the 2011 Contract Documents & Specifications shall remain as first written.

This Addendum is hereby made a part of the 2011 Proposal Package.

By 
Timothy J. Vial
Chief Administrative Officer

Contractor hereby acknowledges receipt of this Addendum.

Addendum No. 2, Dated – October 20, 2010

Acknowledged By: 
(Signature)

Print Name: SIDNEY D. TORRES IV

Date: 11-4-10

MEMORANDUM OF UNDERSTANDING

TO

SOLID WASTE COLLECTION CONTRACT - 2011

Whereas, SDT Waste & Debris Services, LLC has proposed to provide Curbside Recycling Collection Services, in accordance with Addendum No. 1 to the 2011 Contract Documents & Specifications as advertised by St. Charles Parish; and

Whereas, said proposal of SDT submitted to the Parish on November 5, 2010 included Alternate Proposal (A.2) in the amount of \$3.42 per unit per month for one time per week curbside recycling collection services; and

Whereas, it is the desire of the Parish Council to only award the contract for solid waste collection services identified as Base Proposal (A.1) at this time and reserve the right to amend the contract at a future date to include curbside recycling services, identified as Alternate Proposal (A.2).

NOW THEREFORE, IT IS HEREBY AGREED, that SDT Waste & Debris Services, LLC shall guarantee its price of \$3.42 per unit per month for one time per week curbside recycling collection services through March 1, 2012;

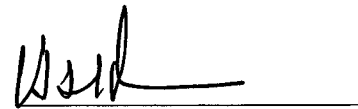
IT IS FURTHER AGREED, that said services are to be provided in accordance with Addendum No. 1 to the 2011 Contract Documents & Specifications, Solid Waste Collection for St. Charles Parish, Louisiana issued October 20, 2010.

SDT Waste & Debris Services, LLC

St. Charles Parish



Sidney D. Torres, IV
President/Owner
100 West Virtue Street
Chalmette, LA 70043



V. J. St. Pierre, Jr.
Parish President
15045 River Road
Hahnville, LA 70057

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we SDT Waste & Debris Services, LLC
as Principal, hereinafter call the Principal, and Companion Property & Casualty Insurance Co.
a corporation duly organized under the laws of the State of SC
as Surety, hereinafter called the Surety, are held and firmly bound unto Parish of St. Charles
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

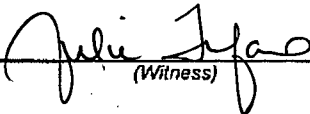
Dollars (\$ 5% of amount bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.


WHEREAS, the Principal has submitted a bid for
solid waste collection in St. Charles Parish

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds
as may be specified in the bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and materials furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in
good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of November, 2010

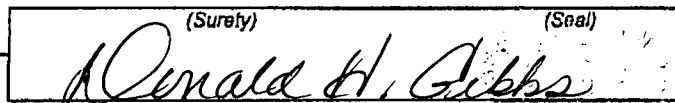
SDT Waste & Debris Services, LLC


(Witness)


(Principal) (Seal)
(Title)

Companion Property & Casualty Insurance Co.


(Witness)


(Surety) (Seal)
Donald H. Gibbs, Attorney-in-Fact

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Katherine S. Grimsley of Tampa, Florida; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

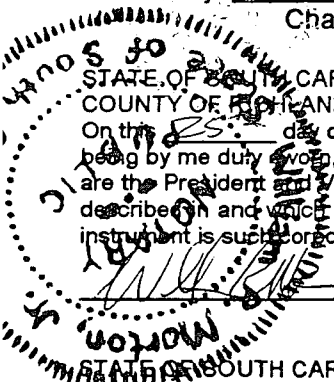
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 25th day of January, 2010.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY


By: 
Charles M. Potok, President


Curtis C. Stewart, Senior Vice President & CFO



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

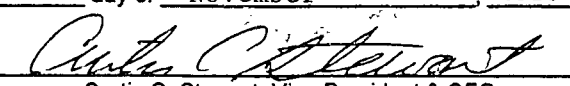
On this 25th day of JANUARY, 2010, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.

 Notary Public, State of SC, qualified in Richland County Commission Expires: 5/25/2015

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 5th day of November, 2010


Curtis C. Stewart, Vice President & CFO

William R. Merton, Jr.

Notary Public: State of South Carolina
My Commission Expires: May 25, 2015

Number 27346



ALLSTARSM
FINANCIAL GROUP

Discover the Difference.

November 2, 2010

Parish of St. Charles
15045 River Rd.
Hahnville, LA 70057

Re: Solid Waste Collection for St. Charles Parish, Louisiana

Dear Sir or Madam:

SDT Waste & Debris Services, LLC is a firm in good standing with Companion Property and Casualty Insurance Company.

This letter is affirm that Companion Property and Casualty Insurance Company intends on furnishing performance and payment bonds for the above captioned project should SDT Waste & Debris Services, LLC be low and awarded the project bidding on November 5, 2010.

Companion Property and Casualty Insurance Company, rated "A VIII" by the AM Best Company and with a treasury listing of \$19,967,000.

Sincerely,
Allstar Financial Group, Inc. as Program Manager for
Companion Property and Casualty Insurance Company

Andrew C. Heaner
Attorney In-Fact

AllstarFinancialGroup.com

Post Office Box 500698 • Atlanta • Georgia • 31150
1301 Hightower Trail • Suite 210 • Atlanta • Georgia • 30350

T 404.522.3898 • Toll Free 800.424.0132
F 404.892.0186 • Toll Free 800.606.8509

SURETY • FIDELITY • INSURANCE

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; Julie Deupree of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million dollars)**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 16th day of AUGUST, 2010.


Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: 
Charles M. Potok, President


Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 16th day of August, 2010, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.


Notary Public, State of SC, qualified in Richland County Commission Expires: 7/14/14

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 2nd day of November, 2010


Curtis C. Stewart, Vice President & CFO

Number 27434

STATE OF LOUISIANA

PARISH OF ST BERNARD

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared this day of November 4, 2010.

SDT Waste & Debris, L.L.C., through its President/Manager Sidney D. Torres, IV

Who after first being duly sworn did depose the following:

SDT Waste & Debris Services, L.L.C. has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly to secure the public contract under which it is to receive payment, other than persons regularly employed by the affiant whose services in connection with the project or in securing the public contract are in the regular course of their duties for affiant; and,

That no part of the contract price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for affiant.

As the parent company of SDT Waste & Debris Services, L.L.C., SDT, Inc. intervenes herein and states and deposes that all representations and statements made herein by SDT Waste & Debris Services, L.L.C. are equally applicable to SDT, Inc.

SDT Waste & Debris, L.L.C.

Witness: Julie Ifano

By: [Signature]
Sidney D. Torres, IV, President/Manager

Witness: Julie Ifano

SDT, Inc.

By: [Signature]
Sidney D. Torres, IV, President

Lena R. Torres
Notary Public

Bar Roll # _____ **LENA R. TORRES**
NOTARY #16471

HOLD HARMLESS AGREEMENT

Both SDT Waste & Debris Services, L.L.C. and its affiliate SDT, Inc. agree to protect, defend, indemnify, save, and hold harmless the Parish of St. Charles, the St Charles Parish Council, the President, all Parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising from injury or death to any person or the damage, loss or destruction of any property which may occur or in any way result from any act of omission of SDT Waste & Debris Services, L.L.C., and/or SDT, Inc. its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by SDT Waste & Debris Services, L.L.C. and SDT, Inc. and/or as a result of any claim, demands and/or causes of action except of those claims, demands, and/or causes of action arising from the negligence of the Parish of St. Charles, the St Charles Parish Council, the President, all Parish Departments, agencies, boards of commissions, their officers, agents, servants and employees, including volunteers.

Both SDT Waste & Debris Services, L.L.C. and SDT, Inc. agree to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agree to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by: SDT Waste & Debris Services, L.L.C. and SDT, Inc.

Company Name



Signature

President/Manager and President

Title

11-4-10

Date Accepted

Is certificate of insurance attached?

X Yes No



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ellsworth Corporation 3636 S. I-10 Service Road P. O. Box 8210 Metairie LA 70011-8210	CONTACT NAME:	
	PHONE (A/C No, Ext): (504) 455-4545	FAX (A/C, No): (504) 888-6645
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: 00005631	
INSURED SDT, Inc. and SDT Waste and Debris Services, LLC. P.O. Box 1519 Chalmette LA 70044	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Companion Specialty Insurance	NAIC #
	INSURER B: Scottsdale Insurance Company	
	INSURER C: Everest Indemnity Ins.Co.	
	INSURER D: Great American Alliance Ins.Co.	
	INSURER E: Steadfast Insurance Company	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2010-2011 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			VGL1011056	11/08/2010	11/08/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PER POLICY PROVISIONS			MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
B	AUTOMOBILE LIABILITY			CAS0092167	11/08/2010	11/08/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X		PER POLICY PROVISIONS			BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			71G2000177-101	03/01/2011	11/08/2011	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FOLLOWS FORM			AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$	X	X	PER POLICY PROVISIONS			\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1708765-00	11/08/2010	11/08/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			PER POLICY PROVISIONS			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	POLLUTION LEGAL LIAB.			CPL6556254-01	11/08/2010	11/08/2011	occurrence \$1M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER St. Charles Parish P.O. Box 302 15045 River Road Hahnville, LA 70057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Thomas Hood/MELISS

ACORD 25 (2009/09)
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