

From: Julie Tufaro <jtufaro@ivwaste.com>
Sent: Fri, 17 Jan 2020 22:36:05 +0000
To: "erapier@kenner.la.us" <erapier@kenner.la.us>
Subject: IV Waste Contract
Attachments:
· FINAL IV Waste Contract 2020 01 17.docx (131 kb)

Ed,

It was great meeting you and your team today.

Attached is the "near to" final agreement with St Bernard.

Below are a few issues that remain with the agreement.

Please feel free to reach out should you have any questions.

Kindest regards,

Julie

1. Reinserted reference to 40 yard roll-offs

Two locations, namely the road yard and the transfer station on Paris Road, need 40 yard roll offs as specified in the bid.

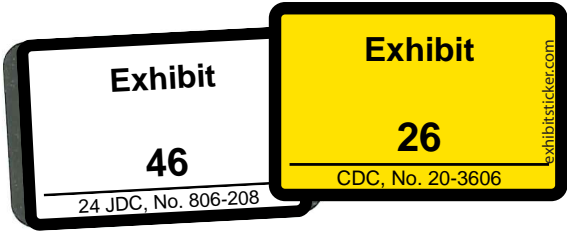
2. We are working through "same working day" and "same business day" in the complaint section. If something occurs at 10pm, what is the same working/business day?

The concern about 24 hours is that if a complaint is received in the morning, then we would like it addressed that day, not the next day. If a complaint is received at 8 pm or 10 pm however, then it would not have to be addressed until the following business day.

3. Reinserted the 2 hour time limitation for the spare truck.

We are asking to increase the limitation to 4 hours.

Julie Tufaro
IV Waste, LLC



General Manager

730 South Pierce

New Orleans, LA 70119

O. (504) 533.8779

M. (504) 908-2916

St. Bernard, Louisiana

CONTRACT

MUNICIPAL SOLID WASTE REMOVAL

January 17, 2020



**St. Bernard Parish Government
Department of Public Works
1125 East St. Bernard Highway
Chalmette, LA 7004**

CONTRACT

This agreement, made and executed in Four Original copies, on this ____ day of January, 2020, by and between the St Bernard Parish Government, a political subdivision of the State of Louisiana, organized and existing under the laws of the State of Louisiana, acting by and through Parish President Guy S. McInnis and hereinafter designated as “the Parish” and IV Waste, LLC., Contractor, domiciled and doing business in Louisiana, and hereinafter designated as “Contractor”.

WITNESSETH, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

This agreement is the entire contract between the parties, which can only be amended by written agreement of both parties.

1.0 DEFINITIONS

- 1.1 Bags
- 1.2 Bulky Waste
- 1.3 Parish
- 1.4 Carts
- 1.5 Commercial Refuse
- 1.6 Commercial Unit
- 1.7 Construction Debris
- 1.8 Container
- 1.9 Contract Documents
- 1.10 Contractors
- 1.11 Dead Animals
- 1.12 Disposal Site
- 1.13 Semi-automated Collection System
- 1.14 Garbage
- 1.15 Hazardous Waste
- 1.16 Producer
- 1.17 Refuse
- 1.18 Residential Refuse
- 1.19 Residential Unit
- 1.20 Rubbish

- 1.21 Small Commercial Unit
- 1.22 Stable Matter

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20.00 TERMINATION

21.00 NOTICES REGARDING TERMINATION

1.00 DEFINITIONS

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

- 1.2 Bulky Waste – Residential and Small Commercial solid waste with weights or volumes greater than the 96-gallon Residential and Small Commercial Service Unit carts that is neatly stacked or securely tied in bundles, subject to the following limitations.

Bulky Waste includes:
 - Boxes and other light packaging or containers adjacent to Residential and Small Commercial Service Unit carts.
 - Dead animals from public roads or public-right-of-way when encountered or within twenty-four (24) hours of a request by the Parish.
 - Litter bags from public right-of-ways when encountered or within twenty-four (24) hours request by the Parish.

Bulky Waste excludes:

- Unbundled volumes in excess of 2 cubic yards per location per week
 - Bundles exceeding 6 ft. in length or 75 lbs.
 - Unbundled construction debris or debris resulting from all contractors such as roofing, tree service, new home construction, home repair and remodeling, demolition, vacant land or land clearing.
- 1.3 Parish – St. Bernard Parish, Louisiana.
 - 1.4 Carts – A receptacle for residential solid waste which can be manipulated by a mechanical pickup device on a refuse collection
 - 1.5 Commercial Refuse – All garbage, rubbish, bulky waste, and stable matter generated by a Producer at a Commercial Unit.
 - 1.6 Commercial Unit – Any place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc., located within the limits of the Parish.
 - 1.7 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations, including concrete, wood, sheet rock, metal, etc.
 - 1.8 Container – A receptacle with a capacity of no greater than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 75 lbs.
 - 1.9 Contract Documents - This agreement.
 - 1.10 Contractor – The person, corporation, partnership, or joint venture performing Refuse Collection under contract with the Parish.
 - 1.11 Dead Animals – Animals or portions thereof that have expired from any Cause, except those slaughtered or killed for human use.
 - 1.12 Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals.
 - 1.13 Semi – automated Collection System that method of solid waste collection which utilizes an automated loader to seize and tip carts, and which system is operator located inside the cab of the collection vehicle. Collection under this system shall

be limited to waste located within the cart and shall be used for collection of regular residential carts.

- 1.14 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, fruit, 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.
- 1.15 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.
- 1.16 Producer – An occupant of a Residential or Commercial Unit who generates refuse.
- 1.17 Refuse – This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, and Stable Matter generated at a Residential or Commercial Unit unless the context otherwise requires.
- 1.18 Residential Refuse – All garbage, rubbish, bulky waste, and stable matter generated by a Producer in a Residential Unit.
- 1.19 Residential Unit – A dwelling within the limits of the Parish occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water or domestic light & power service is being supplied thereto.
- 1.20 Rubbish – All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, 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.
- 1.21 Small Commercial Unit – An establishment engaging in a business providing service generating solid or bulky waste and utilizing up to four (4) containers per pick up day.

- 1.22 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 services Contractor shall provide and the charges Contractor shall charge to the Parish are as follows:

Residential Units. Contractor shall provide roadside Collection of Solid Waste to all Residential Units Two (2) times per week. Collection days shall be separated by no fewer than three (3) days. Contractor will also provide Residents with one (1) 96-gallon cart and collect the cart Two (2) times per week at a Residential Unit Price of \$12.86 per month per service unit. The Residents may purchase the use of a second cart for a \$65.00 one-time fee as long as the Contractor remains the Contractor with the Parish. The cart will remain the Contractor's property at the end of the contract.

Stolen Carts: If any cart or carts are stolen or vandalized, the residents will be Charge \$65.00 per replacement Cart. The cart will remain the contractor's property at the end of the contract.

Handicap Service: Contractor will provide Handicap Service for the Residents of St Bernard Parish. The Parish will determine who will be eligible for the handicap Service. The Parish will provide Contractor with the addresses that are eligible. Contractor will put handicap stickers on carts that apply.

Small Commercial Units. Contractor shall provide roadside Collection of limited amount of Solid Waste to all Small Commercial Service Units of Two (2) cubic yards or up to four (4) carts of Solid Waste Units two (2) times per week. Collection days shall be separated by no fewer than three (3) days. Small Commercial Service at \$12.86 per month per unit. Contractor will also provide Small Commercial Service Units with up to four (4) 96-gallon cart and collect the carts Two (2) times per week at a Commercial Service Unit Price of \$12.86 per month per service unit. The Commercial Service Unit owners may purchase up to three additional carts at a cost of \$65.00 for each cart. The \$65.00 per additional cart fee is a one-time fee as long as the Contractor remains the Contractor with the Parish. The cart will remain the Contractor's property at the end of the contract.

Bulky Waste: Contractor shall provide roadside Collection of Bulky Waste to Residential Units twice a week at no additional charge, except that Contractor will **not** collect the following:

- Unbundled volumes in excess of 2 cubic yards per location per week
- Bundles exceeding 6 ft. in length or 75 lbs.

- Contractor shall notify the Parish of the existence and specific location of any excluded accumulation by the end of the business day following normal collection.

In addition, Contractor shall collect boxes and other light packaging or containers placed adjacent to Residential and Small Commercial Service Unit carts.

Dead Animals: Contractor shall collect any dead animals from public roads or public-right-of-way when encountered or within twenty-four (24) hours of a request by the Parish.

Litter Bags: Contractor shall collect any litter bags from public right-of-ways when encountered or within twenty-four (24) hours request by the Parish.

30/40 Yard Roll Offs: Contractor shall provide 30 and 40 yard containers for commercial/residential waste at the following designated sites:

5120 Paris Road
Chalmette, LA 70043

E.J. Gore Pumping Station
7701 East Judge Perez Drive
St. Bernard, LA 70085.

Contractor shall empty and haul the containers for the price of \$325.00 per container, per pull. The 30 and 40 yard containers shall only be pulled when they are 100% full. The Parish shall pay all tipping fees.

Recycle Bins: Contractor shall provide Recycle Bins for Residents to drop off recycle material at the Parish's two transfer stations. The sole charge for providing Recycle bins will be \$270.00 per haul to the recycle center in Metairie. The Recycle bins shall only be hauled away when they are 100% full. The Recyclables will be hauled to the nearest recycling center.

Street Sweeper: Contractor shall provide the Parish with Street Sweepers for four times (quarterly: March, June, September and December) a year to sweep streets for the Parish at a price to be mutually agreed upon in writing.

Port-o-Let: Contractor shall provide the Parish with the option to hire Port-o-Lets for Parish events at a price to be mutually agreed upon in writing.

2, 4, 6 & 8 yard Dumpster/Front Loader Service: Contractor shall provide 2, 4, 6, and 8 yard dumpsters for commercial waste as requested at SBPG designated sites. For locations that are scheduled by SBPG to be picked up once a week the prices below are applicable:

Contractor will empty the dumpsters and haul the waste away once a week with a Front Loader at a monthly price of \$26.04 for each 2-yard dumpster, \$52.08 for each 4-yard dumpster, \$78.12 for each 6-yard dumpster and \$104.16 for each 8-yard dumpster. [By way of example, if SBPG

only designated two 4-yard dumpsters, one 6-yard dumpster and three 8-yard dumpsters, the total charge for a month would be \$391.00 (\$52.08 + \$52.08 + \$78.12 + \$104.16 + \$104.16 + \$104.16 = \$494.76)]. Contractor shall pay all tipping fees.

For locations that are scheduled by SBPG to be picked up twice a week the prices below are applicable:

Contractor will empty the dumpsters and haul the waste away twice (2) a week with a Front Loader at a monthly price of \$52.08 for each 2-yard dumpster and \$208.32 for each 8-yard dumpster. Contractor shall pay all tipping fees.

For locations that are scheduled by SBPG to be picked up Three times a week the prices below are applicable:

Contractor will empty the dumpsters and haul the waste away three times a week with a Front Loader at a monthly price of \$312.48 for 8-yard dumpsters.

If any dumpsters are full prior to the regular weekly pickups **and** SBPG requests that they be emptied prior to the regular weekly pickup, Contractor will do so within 24 hours of the request and shall be entitled to charge SBPG to empty the dumpsters and haul the waste away if the dumpsters are full prior to the scheduled pick-up at a price of \$20.00 for each 2 yard dumpster, \$25.00 for each 4-yard dumpster, \$40.00 for each 6-yard dumpster and \$50.00 for each 8 yard dumpster. Contractor shall pay all tipping fees.

St. Bernard Parish Government will provide IV Waste with a list of addresses and dumpster locations requiring each number of pick-ups.

The Contractor shall pull 30-yard Trash and 30-yard Recycle services on a as-need-basis at an annual price per pull. A Street Sweeper Service will also be available to the PARISH on a Per Hour/Sweeper rate as needed outside of this contract.

Transfer Stations: Contractor shall operate and provide a minimum of two (2x) employees, at Contractor's cost, to operate two transfer stations at no charge to the Parish. Contractor shall be required to remove any and all scrap metal deposited at the transfer stations and shall be entitled to collect and retain any funds generated from the sale of any such scrap metal. One transfer station shall be located at 5120 Paris Road, Chalmette, LA 70043 and one transfer station shall be located at the E.J. Gore Pumping Station, 7701 E. Judge Perez Dr., St. Bernard, LA 70085. Personnel shall be present at the Transfer stations from 7:00 a.m. through 4:00 p.m., seven days a week. Any changes or deviations to times must be pre-approved by St. Bernard Parish Government.

Dumpsters, Equipment and Trucks:

All dumpster and trucks will be sanitized with a power scent concentrated odor neutralizer. All trucks will be new for this Contract with an office/yard in the Parish. Trucks that will be used in the Contract will be New 2019/2020 trucks with 25 cubic yard bodies, six (6) Rear Loaders two

(2) Roll Off and One (1) Front loader. All trucks will be new for this non-exclusive contract. The Contractor is required to maintain an office or yard in St. Bernard Parish.

Note: Front Loader may be used for Commercial accounts to build routes in St Bernard Parish. The tipping fees on the Front Loader will be paid by the Contractor.

Complaints: Contractor shall handle all complaints within the same working day as Contractor's receipt of the complaint and provide the Parish with the results no later than noon the next business day. All complaints will be handled by a supervisor, designated upper management or the owner.

Tipping Fees: All tipping fees will be paid by the Parish to River Birch Landfill, with the exception of the tipping fees that are required to be paid by Contractor per the express provisions of this Agreement.

Spare Truck: Contractor shall promptly provide one rear loader spare truck within 4 hours of a truck breaking down. Any violation of the four-hour mandate would allow the parish to assess a daily fine.

3.00 TYPE OF COLLECTION

3.01 Service Provided

- a) The Contractor shall provide Semi-Automated curbside collection of residential and small commercial solid waste to each residential unit as provided in section 2.00 above. Carts shall be placed at curbside by 5:00 a.m. on the designated collection day. Once carts are emptied, they shall be placed curbside, turned sideways and out of the driveways for residents and inspectors.
- b) Small Commercial Units – Contractor shall provide roadside Collection for Small Commercial Units as provided in section 2.00 above.
- c) Bulky Waste – Contractor shall provide roadside Collection of Bulky Waste to Residential and Small Commercial Units, subject to the following limitations, provided Contractor notifies the Parish of the existence and specific location of any excluded accumulation on the second collection day following normal collection.
 1. Unbundled volumes of in excess of 2 cubic yards per location per week.
 2. Unbundled Construction Debris;
 3. Items or bundles exceeding 6 ft. in length or 75 lbs.
 4. Contractor will not be responsible for debris resulting from all contractors such as roofing, tree service, new home construction, home repair and remodeling, demolition, vacant land or land clearing.

- d) The Contractor shall collect any dead animals from public roads or public right-of-way's where encountered.
 - e) The Contractor will be responsible for cleaning up any spillage resulting from the collection activities. All of the Contractor's vehicles will be equipped with brooms, shovels, and rakes.
 - f) Under no circumstances shall waste collected in other areas be comingled with waste collected under this Contract without the written permission of the Parish.
- 3.02 Location of Containers, Bags, Bulky Waste, and White Goods – Each item 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. Items shall be placed as close to the roadway as possible.
- 3.03 General Description and Disposal Site – The work to be done consists of the acceptance and proper delivery of all refuse generated from the Parish, its agent(s), residents of the Parish and other public agencies in the Parish to River Birch Landfill. The Parish shall be responsible for the cost of disposal at the disposal site. Should the disposal site change, then any additional costs for transportation shall be paid by the Parish.
- 3.04 Contractor to Make Examination – The Contractor shall make his own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, sites, facilities, and materials needed thereon, and the quantity of the work to be performed.
- 3.05 Governmental Approvals – Contractor shall secure all appropriate permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's Business. The Contractor shall comply with all lawful police, health, sanitary, and other regulations imposed by public bodies having jurisdiction during the term of this Contract.
- 3.06 Resumption of Services Following Disaster Events – Contractor acknowledges and agrees that it shall draft and comply with a Resumption of Services Plan including Emergency/Post Disaster Plans following a natural or man-made disaster event. Contractor shall provide St. Bernard Parish with local contact information, including office phone numbers, cell phone numbers and emergency contacts with pertinent phone numbers that can be called in the event that local facilities are down. Resumption of Services Plan including Emergency/Post Disaster Plan shall be submitted on or before May 1, 2020 and updated annually to St. Bernard Parish Government.

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, 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 Parish and any other newspaper 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 approval of the proposed changes, the contractor shall promptly give written or published notice to the affected Units. The Contractor shall schedule collections two (2) days per week provided no regular collections are scheduled on Sundays.
- 4.03 Holidays – The following shall be holidays for purpose of this Contract:
- New Year's Day
 - Mardi Gras Day
 - Thanksgiving Day
 - Christmas Day
 - Martin Luther King Day
 - Independence Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, collection services shall resume on the next scheduled service day. Observance of these holidays does not relieve collection contractor of the obligation to provide twice weekly services or services of front loader.

There shall be no regularly scheduled collections established on Sunday. It is also understood that the Contractor shall be allowed to observe Holiday of the Disposal Site Operator.

- 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.

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of a reasonable complaint and notify the town of its disposition.

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.

- 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, St. Bernard Parish Government and the official Parish seal. All collection vehicles shall be of the closed-container type so as to prevent leakage.

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

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

- 4.06 Office – The Contractor shall maintain an office physically located in St. Bernard Parish through which it can be contacted by a local or toll free telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:00 p.m. on regular collection days. The contractor shall be responsible for publishing the said telephone number in the local journal semi-annually with each publication being at least six months apart.

- 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 and paid for by the Parish.

- 4.09 Notification – The Contractor shall notify all Producers about

Collection routes, disposal procedures, complaint procedures, regulations and days for scheduling waste collection. Whenever garbage is not picked up, the resident and/or business shall be notified stating the reason why the garbage 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 or his 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 ordinance of the Parish on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective and performance of such Contract shall begin on March 1, 2020.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, race, disability, religion, national origin or any classification protected by law.

8.00 SUBCONTRACTORS

The Contractor shall not subcontract out any of the work required by this contract without advance written approval from the Parish.

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 three (3) year period beginning March 1, 2020 and ending on February 28, 2023. The Parish shall have the option to extend the primary contract term for up to three (3) additional years by providing written notice to Contractor at least sixty (90) days prior to the expiration of the primary contract term. Extension must be mutually agreed upon by both parties in writing.

11.00 INSURANCE AND INDEMNITY

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, General Liability, and Auto Liability for bodily injury and property damage, including contractual liability coverage for the indemnity provisions contained herein. All insurance shall be by insurers and for policy limits acceptable to the Parish.

The Contractor agrees to furnish the Parish Certificates of Insurance to the effect that such insurance has been procured and is in force. However, the limits as shown herein shall not be interpreted to call for "stacking" of limits.

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 90 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

A. Standard Worker's Compensation Insurance

Workers Compensation insurance shall be in compliance with the Workers compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

B. Comprehensive General Liability Insurance

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

C. Business Auto Policy

Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

These required limits listed above shall not be construed and are not intended to limit the obligations of indemnity and defense of the Parish contained herein, but merely constitute a minimum insurance requirement, which must be provided to secure such obligations. Pollution Liability coverage at least as broad as that provided under ISO pollution liability broadened coverage for covered autos endorsement (CA99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

D. Umbrella Liability

In lieu of providing insurance at the limits required in Section A, B, and C above, Contractor may fulfill the requirements by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in section A, B, and C herein above.

E. St Bernard Government as an Additional Insured

St. Bernard Parish Government, its officials, employees, representatives and/or agents must be shown on all liability policies described above as additional insurers. Coverage afforded the Parish, its officials, employees and representatives and/or agents as an insured applies as primary and not excess or contributing to any other insurance issued in the name of the Parish. Contractor must obtain "Additional Insured" from all insurance carriers providing coverage under section B and C.

F. Deductibles and self-insured retentions

The Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Government.

G. Primary Insurance

The Contractor's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Contractor's insurance.

H. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

I. Indemnity

The Contractor agrees to protect, defend, indemnify, save, and hold harmless the St Bernard Parish Government, ALL Parish Departments, Agencies, Boards, Commissions, it's officers, agents, servants, and employees, from and against any and all claims, damages, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of act or omission of the Contractor, it's agents, servants, and employees, or any and all cost, expense and/or attorney fees incurred by Contractor as a result of any claim, demands and/or cause of action arising out of the negligence of the St Bernard Government, all Parish Departments, Agencies, Boards, Commissions, it's agents, servants,

representatives, and/or employees. The Contractor agrees to investigate, handle, respond to provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other cost and expenses related thereto, even if such claims, demands or suits are groundless, false, or fraudulent.

J. Waiver of Subrogation

Contractor must obtain a "Waiver of Subrogation" from all insurance carriers providing coverage under sections A and D in this Article for any and all claims which could be asserted against the St Bernard Government, its employees, agents, representatives, officers, directors, elected and appointed officials, representatives and/or agents except for the sole negligence or willful misconduct of the Parish. Contractor must obtain a "Waiver of Subrogation" from all insurance carriers providing coverage under sections B and C in this Article for any and all claims of negligence by the Contractor which could be asserted against the St Bernard Government, its employees, agents, representatives, officers, directors, elected and appointed officials, representatives and/or agents.

K. Insurance Rating

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

L. Waiver of Insurance Requirements

Notwithstanding anything to the contrary contained herein, the St Bernard Parish Government reserves the right at all times, in its discretion, to alter, amend, and/or waive the insurance requirements set forth herein where the insurance carried and/or to be provided by Contractor is deemed reasonable, sufficient and adequate to protect the interests of the Parish, provided that the Parish shall take no step to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

12.00 BONDS

12.01 Performance Bond and Labor Payment Bond

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

- b) 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 bonds.
- c) The surety on the bonds 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.

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

For services required to be performed pursuant to this agreement, the charges shall not exceed the rates contained in this agreement, unless modified pursuant to section 13.02 below.

13.02 Modification to Rates

- a) The initial count or estimate of residential and small commercial units to be serviced within the St Bernard Parish is 15,700. However, one year after the execution of this contract, a revised count of Residential and Small Commercial Units shall be made by the Contractor and the Parish to determine a monthly agreed upon count. The revised count shall be conducted as follows: The Parish will submit a list of all addresses in the parish with water meters. Contractor will use this list to physically review the addresses of Residential Units and Small Commercial Units. Contractor will affix a bar code to the cart for each address and scan all carts at Residential and Small Commercial Units. The Contractor shall then submit its count, which will be subject to verification and review by the Parish. The parties will then mutually agree in writing to the count to be used for future billing. The Parish may accept this count or request a count performed by both the Parish and the Contractor using the process described above. The count shall then be mutually agreed to in writing by the Parish and the Contractor, prior to charges being assessed by virtue of such a count.
- b) The Contractor may petition the Parish for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, such as

revised laws, ordinances or regulations. However, any such rate adjustments will be at the sole discretion of the Parish.

13.03 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 at the next regularly scheduled collection day

13.04 Contractor's Billings to the 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 30th 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 include 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 occurs last.

16.00 BREACH OF SERVICE

16.01 Liquidated Damages As a breach of service provided by this contract would cause serious and substantial damage to the Parish and its inhabitants, and the nature of this Contract would render it impracticable 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, in addition to any other damages and/or remedies allowed by law, the Parish may assess and collect liquidated damages as specified below. Such liquidated damages shall be limited in the aggregate amount to \$5000.00 per day, being agreed as the amount which the Parish will be damaged by the breach

of such service. Such liquidated damages shall be deducted from the monthly payments due the Contractor.

- A Truck beginning residential collection prior to 5:00 a.m. or continuing beyond 8:00 p.m. or on Sunday without approval of the Parish

PENALTY: \$500.00 PER DAY PER VIOLATION

- Failure to collect waste from residential or small commercial unit within the same business day of the notification by resident or Parish of missed collection day.

PENALTY: \$500.00 PER DAY PER VIOLATION

- Failure to secure, prevent and clean-up any leakage of fluids or littering of materials from any vehicles or from dumpsters within the same business day of the notification by resident of Parish.

PENALTY: \$500.00 PER DAY PER VIOLATION

- Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas failure to leave cans upright, failure to return cases to the curb, or similar violations.

PENALTY: \$500.00 PER DAY PER VIOLATION

- Failure to collect on a partial street, street or neighborhood from residential or small commercial unit on its schedule day.

PENALTY: \$1,500.00 PER DAY PER VIOLATION

Contractor shall receive notice of such complaints, occurrences and/or violations referred to above; said notice shall be provided by U.S. Mail, fax or electronic mail.

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

16.02 Failures in excess of two (2) days 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. This deduction shall be in addition to any liquidated damages deductions made pursuant to section 16.01
- c) If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, except in times of civil disturbance or an Act of God beyond anyone's control, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said refuse collection services and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.
- d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.
- e) All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.

In the event that it shall become impossible or unlawful for the Contractor to continue performance of this contract by reason of an Act of God, and act of the Legislature hereinafter passed, or by an act of the Parish Council, or by reason of change in the Parish Charter, 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 of negligence of 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 residents of the Parish St. Bernard

18.00 NON-EXCLUSIVE

This Agreement shall be non-exclusive. Accordingly, Contractor shall be free to provide services to other clients, and SBPG shall be free to engage the services of other Contractor for the provision of some or all of the Services set forth in this Agreement. Upon expiration or termination of this Agreement, FRANCHISEE shall cease providing franchise services even if the expiration or termination occurs before the end of the contract period. Upon

notice of expiration or termination of this Agreement, PARISH may reprocore one or more agreements for solid waste management service.

19.00 VENUE AND JURISDICTION

The proper venue and jurisdiction for any action or claim with respect to this Agreement or any document delivered pursuant hereto shall be exclusively in the 34th Judicial District Court for the Parish of St. Bernard, Louisiana.

20.00 TERMINATION

20.01 Termination for Cause. Each party shall have the right to terminate this Agreement for cause, upon providing at least thirty (30) days advance written notice to the other party specifying the failure to comply with the terms and/or conditions of the Contract and providing an opportunity to correct said failure.

21.00 NOTICES REGARDING TERMINATION

Any notice regarding termination shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to SBPG:

Guy McInnis or his successor
Parish President
St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, Louisiana 70043

If to Contractor:

IV Waste, LLC
Attention: Sidney D. Torres, IV
730 S. Pierce St.
New Orleans, LA 70119

IV Waste, LLC
CONTRACTOR

By: _____
Sidney D. Torres, IV

WITNESSES:

Owner & President

DATE: _____

ST. BERNARD PARISH GOVERNMENT

WITNESSES:

By: _____

Guy S. McInnis
Parish President

DATE : _____
