

CONTRACT**BETWEEN****THE CITY OF NEW ORLEANS****AND****METRO DISPOSAL, INC.**

This agreement is made and entered into this 13 day of November, 2006 by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor ("City"), and Metro Disposal, Inc., herein represented by Jimmie M. Woods, President, (AContractor@).

WITNESSETH

WHEREAS, the City desires to engage a contractor to render curbside collection of solid waste services; and

WHEREAS, in the purpose, the City issued an Invitation To Bid dated July 17, 2006, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, Contractor, whose office is located at 2500 Joseph Street, Harvey, LA 70058, is qualified; and has the necessary expertise, and both the City and the Contractor desire to enter this agreement; and

NOW THEREFORE, the City of New Orleans and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto the said Metro Disposal, Inc., the contract for furnishing the City of New Orleans with **Curbside Collection of Solid Waste for the City of New Orleans, Louisiana**, Item Nos. **AREA TWO ONLY – ALL ITEMS**, for the term of seven years

beginning January 1, 2007, strictly according to Bid Proposal No. 3001-00092 and the Contractor's bid thereto, a copy of which is attached hereto and made part hereof

The Contractor binds itself to perform this contract well and faithfully, strictly in accordance with said Bid Proposal and its bid thereunder, to observe and comply with all the conditions and stipulations contained in the Bid Proposal in every particular, and at all times to abide by and be held amendable and subject to the terms, penalties and conditions of said Bid Proposal and this contract.

For performance hereunder and according to the Bid Proposal, the City binds and obligates itself to pay the Contractor the amount set forth in its bid.

And now to these presents personally came and intervened American Contractors Indemnity Company as Surety,

Who declared that it has read and taken full cognizance of the hereinbefore written contract between the City of New Orleans and the said Contractor, and does hereby bind itself as surety for the faithful performance of all work called for in the said contract by the said Contractor in the full sum of **Four Million Three Hundred Fifty-Six Thousand (\$4,356,000) Dollars;** and does further bind and obligate itself as surety for the payment by the said Contractor of all payments to be made by the said Contractor under the contract, in the full sum of **Four Million Three Hundred Fifty-Six Thousand (\$4,356,000) Dollars;** each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in any way reduce the obligations of the surety under the other.

The amount of the payment and performance bond shall be adjusted annually based on the revised estimated Annual Agreement Amount. The payment and performance bonds shall be renewed annually and provided to the City by the Contractor thirty (30) days prior to the

anniversary date of the Agreement. Each bond is issued for a specific term, beginning on January 1, 2007 and ending December 31, 2007. The Surety certifies that payment in full has been received for both bonds for the period January 1, 2007 to December 31, 2007 and that each bond is non cancelable for the period issued. The Surety is not hereby obligated to issue payment or performance bonds for any subsequent period or term under the contract, and non-renewal of the bond by the Surety shall not constitute a loss or forfeiture under either bond. The Surety will notify both the Contractor and the City of New Orleans ninety (90) days before the expiration of any bond and report its decision to renew or not to renew the bond. Payment and Performance Bonds shall be secured annually and provided to the City by the contractor thirty (30) days prior to the anniversary date of the agreement.

NOW THE CONDITION, of this obligation is such that if the said Contractor shall well and faithfully perform all and singular the obligations assumed by it in the aforesaid contract, and shall promptly pay all wages of laborers, workmen, or mechanics, to be employed by it, for all work done or labor performed by it or by any sub-contractors; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to sub-contractors, and used in the construction, erection, alteration, performance, or repairs of the work called for by the aforesaid contract; and shall promptly pay for all materials or supplies furnished to the said Contractors, or by any sub-contractor, or to the sub-contractor, for the use in machines used in the construction, erection, alteration, performance, or repair of the work specified in the aforesaid contract; and shall fully secure and protect the said City of New Orleans, its legal successor and representative, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the aforesaid Contractor, to comply with all of the obligations assumed by it; and likewise to promptly deliver all the work called for by

INVITATION TO BID
FROM
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
BUREAU OF PURCHASING, CITY HALL
1300 PERDIDO STREET, ROOM 4W07
NEW ORLEANS, LA 70112

CURBSIDE COLLECTION OF SOLID WASTE

July 17, 2006

PROPOSAL NO. 3001-00092

1. **Solicitation:** Pursuant to the City Charter and Louisiana Revised Statute 33:4169.1, the City of New Orleans ("City"), Department of Finance, Bureau of Purchasing, solicits bids for **Curbside Collection of Solid Waste for the City of New Orleans, Louisiana**. The City will award a contract(s) to the lowest responsive and responsible bidder(s)¹. Exhibit A specifies the work. Exhibits A-1 and A-2 are the Bid Forms. Exhibit B shows the Collection Areas. Exhibit C is the City Tax Clearance Authorization form.
2. **Bid Instructions:**
 - A. **Pre-bid conference:** The City will conduct an optional pre-bid conference to answer questions and provide additional information for interested bidders. The City will conduct the conference at 11:00 a.m., **August 9, 2006**, in the Purchasing Department conference room, room 4W02, City Hall, 1300 Perdido Street, New Orleans, Louisiana. The City will prepare an authoritative, signed, conference report showing attendance, summarized questions asked and answered, and matters discussed. The City will publicize the conference report by Addendum to the Invitation to Bid on the City Website. Bidders may also obtain a copy of the report in the City Purchasing Department, City Hall, 1300 Perdido Street, New Orleans, Louisiana after **August 11, 2006** during regular business hours. **In all cases whatsoever, the Addendum containing the conference report will serve as the authoritative record of City statements, representations, answers, explanations, and comments at the conference.**
 - B. **Written Questions:** Interested persons may submit questions, concerns, complaints, or comments in writing to the contact person identified below. Any responses, explanations, or changes to the bid documents or specifications will issue as authoritative, numbered, and publicized Addenda to the Invitation to Bid only. Bidders should not credit responses, explanations, or changes to the bid documents or specifications not issued as authoritative, numbered, and publicized Addenda to the Invitation to Bid.
 - C. **Notices:**
 - (1) **Notice and Acknowledgements:** Definite regulations, laws, standards, and restrictions, including, without limitation, traffic safety, environmental, solid waste, and hazardous material handling and disposal regulations, apply to the specified work and location. By submitting a bid hereunder, bidders acknowledge a comprehensive knowledge and understanding of such and all applicable regulations, laws, standards, and restrictions, and commit a corresponding compliance in any contract awarded hereunder. Bidders likewise confirm and acknowledge inspecting the collection areas and work sites, a close familiarity with conditions there pertaining and affecting the described work, and a

¹ Relative to bids and bidders, the terms "responsive" and "responsible" engage legal issues extending from the Louisiana Public Bid Law, R.S. 38:2211 and following.

complete understanding of and ability to provide the resources, systems, and organization needed to perform the described work.

- (2) Bidders to Make Examinations: Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed.
- (a) Bidders shall make their own determinations as to conditions that may be encountered or created in the performance of the Curbside Collection of Solid Waste in the City of New Orleans.
 - (b) By submitting a bid or bids hereunder, the Bidder acknowledges that if it executes a contract hereunder, the Bidder assumes all risk and responsibility to complete the work in and under any conditions encountered or created, without extra cost to the City.
 - (c) Bidders are specifically cautioned that the information provided in these documents is strictly for informational purposes. Each Bidder should physically inspect the proposed collection areas and shall request in writing any clarifications needed relative to the area, residential unit counts, waste tonnage or any other information needed before submission of their Bid(s). Except for explicit, authoritative City statements issued by original bid solicitation or formal Addendum thereto, Bidders assume all risk of failed, incomplete, or inaccurate information concerning the collection areas and conditions therein.
 - (d) By submitting a bid or bids hereunder, the Bidder agrees that if the Bidder should execute the Contract, the Bidder shall make no claim against the City because of estimates or statements made by any officer or agent of the City which may prove to be in any respect erroneous. The failure or omission of any Bidder to receive, examine, and accomplish the requirements of any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his Bid or to the Contract. The City, to the best of its ability, will make all such documents available to the Bidders.
- (3) Bidders may bid on either or both collection areas. The final comparison bid in each collection area calculates from unit prices applied to specified quantities in several categories. The specified quantities enable the bid comparison only. They do not state, determine, or confirm quantities in later contract operations. Bid prices include all other costs required to perform the specified services, including administration, reporting, record keeping, overhead, profit, insurance, bonds, etc. Bid prices also include all costs associated with the Solid Waste Collection Services, including without limitation, the furnishing and maintaining of the collection equipment, Carts, all costs associated with collection, emptying, transporting to the final disposal site including labor, fuel, license fees, and equipment costs. Bidders will submit bids in the format, categories, and associated tasks, as follows:

(NOTE: The following is a bidding direction only. Exhibit "A" is the Services Specification. In case of any conflict between Exhibit A and the following, Exhibit A will control.)

(a) Collection Area 1- Exhibit A-1

- (i) Twice Per Week Automated and Semi Automated Collection: Bid Price per unit per month for Contractor to provide twice per week automated and semi-automated collection of an unlimited amount of solid waste, including providing and maintaining Carts, collection and transportation services for solid waste placed curbside for collection. Bid Price does not include disposal cost for solid waste. Includes:

- [a] Residential Units and Small Businesses – Twice per week collection
 - [b] Unlimited Bulky Waste collection from Residential Units and Small Businesses – Once per week collection.
 - [c] Dead Animal Removal
 - [d] One Special Collection Vehicle and driver and two-man crew for daily clean-up
 - [e] Special Collection of Christmas Trees
- (ii) Collection of Solid Waste from Litter Cans: Bid Price per litter can per month for the Contractor to provide three times per week collection of solid waste from Litter Cans throughout the City, including placement, maintenance of the Litter Cans, regular cleaning, replacement of damaged liners, collection and transportation of solid waste (does not include litter cans in Vieux Carre and Downtown Development District). The City shall provide the Litter Cans. Price Bid does not include furnishing Litter Cans and cost of disposal cost.
- (iii) Scheduled Event Clean-Up: Bid Price per Truck per hour for the Propose to provide one (1) garbage truck with one (1) driver and two (2) laborers for special events, including Mardi Gras, festivals and other scheduled events. The Contractor shall provide collection and transportation of solid waste to the landfill. The Price Bid does not include disposal cost.
- (iv) Emergency Collection: Bid Price per ton when directed by the City for collections of material produced by emergencies. Bid Price does not include disposal cost.
- (b) Collection Area 2-Exhibit A-2
- (i) Twice Per Week Automated and Semi Automated Collection: Bid Price per unit per month for Contractor to provide twice per week automated and semi automated collection of solid waste, including providing and maintaining Carts, collection and transportation services for solid waste placed curbside for collection. Bid Price does not include disposal cost. Includes:
- [a] Residential Units and Small Businesses – Twice per week collection
 - [b] Unlimited Bulky Waste collection from Residential Units and Small Businesses – Once per week collection.
 - [c] Dead Animal Removal
 - [d] One Special Collection Vehicle and driver and two-man crew for daily clean-up
 - [e] Special Collection of Christmas Trees
- (ii) Collection of Solid Waste from Litter Cans: Bid Price per litter can per month for Contractor to provide three times per week collection of solid waste from Litter Cans throughout the City, including placement, maintenance of the Litter Cans, regular cleaning, replacement of damaged liners, collection and transportation of solid waste (does not include litter cans in Vieux Carre and Downtown Development District). The City shall provide the Litter Cans. Price Bid does not include furnishing Litter Cans and cost of disposal cost.
- (iii) Scheduled Event Clean-up: Bid Price per Truck per hour for the Propose to provide one (1) garbage truck with one (1) driver and two (2) laborers for special events, including Mardi Gras, festivals and other scheduled events. The Contractor shall provide collection and transportation of solid waste to the landfill. The Price Bid does not include disposal cost.

- (iv) Emergency Collection: Bid Price per ton when requested by the City for collections of material produced by emergencies. Bid Price does not include disposal cost.

(4) Disadvantaged Business Enterprise Program:

(a) DBE Program Compliance. The requirements of the City's DBE Program apply to this contract. It is the policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of **50 percent** has been established for this contract. The offeror/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.

(b) DBE Participation. The apparent lowest responsive bidder, as determined by the Department Head after review of the bid responses, shall be required to submit the following information to the DBE Compliance Officer within ten (10) days of receipt of written notification that the bidder/offeror is the apparent lowest responsible bidder:

- (i) The names and addresses of all DBE firms that will participate in the contract;
- (ii) The dollar amount commitment of the participation of each DBE firm participating in the contract;
- (iii) Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and
- (iv) If the contract goal is not met, evidence of best efforts.

Upon receipt of the above-referenced materials, the DBE Compliance Officer shall then make a determination as to whether the bidder was responsive as to the DBE contract goal. If it is determined that the bidder was responsive to the DBE contract goal, the contract shall be awarded to such bidder, provided that such bidder is otherwise deemed to be a responsive bidder. If it is determined that the bidder was non-responsive to the DBE contract goal, the bid shall be rejected as non-responsive, and the next apparent lowest responsive bidder, as determined by the Department Head, shall be required to comply with the procedures set forth herein in this Section.

(c) DBE Commitment Notice: The Bid Forms contain the following required statement, "The Bidder agrees to use its Best Efforts to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation."

D. *Place and Deadline*: Bidders will submit bids at the City Of New Orleans, Department of Finance, Bureau of Purchasing Office, 1300 Perdido Street, Room 4W07, New Orleans, Louisiana 70112 not later than 11:00 o'clock a.m., August 17, 2006. The City will not accept or consider bids delivered by fax, or by e-mail, at any other location, or past the deadline.

E. *Proof of Delivery*: Bidders will submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.

F. *Packaging*: Bidders will submit bids in sealed envelopes bearing the proposal number.

G. *Effect*: The bid is the bidder's binding commitment to provide all services, materials and supplies and satisfy all requirements specified herein.

H. *Required Bid Package Contents:*

- (1) Typed or printed bids, bearing original signatures, signed in ink by the bidder or authorized representative on the bid forms provided as Exhibits "A-1" and "A-2." Bids will quote prices in the unit specified, excluding excise and/or sales taxes unless otherwise directed. Bids must also show at least the bidder's business name, address, and telephone number. The City will not accept or consider bids written or signed in pencil. Bid packages must contain one (1) set of original bid form with required attachments and two (2) duplicate copies with attachments;
 - (2) **Evidence of the signing official's authority according to the requirements of Louisiana Revised Statute 38:2212.A.(1)(c);**
 - (3) A bid bond or security in an amount not less than five percent (5%) of the amount of the Total Estimated Annual Amount of the Bid, conditioned on the bidder's failure to execute a contract with the City to perform the specified services. The City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans as bid security.
 - (4) The bidder's (1) written statement and (2) supporting documentation evidencing and confirming the Contractor's licensing, permits, and authority to render the specified services.
 - (5) Detailed, written qualifications, capability, and competency information, including:
 - (a) Documentation detailing the Bidder's experience, qualifications, capability, and suitability for the work to be performed.
 - (b) Descriptions of previous experience with the City concerning waste collection, handling, dumpsters, recycling, disposal and other related services, and
 - (c) At least three (3) public customer references of similar size to the City, including name of contact person and telephone number, dates of contract and services provided. By submitting a bid or bids hereunder, the Contractor gives its unconditioned consent that the named references and persons may discuss the Contractor's performance and may supply related documentation in any contractual or other capacity of which it has knowledge with City representatives and releases and holds such references and persons entirely harmless therefor.
- I. *Ownership:* All bids and all documentation submitted therewith are City property for all purposes. Bidders will clearly mark documents or information claimed confidential and specifically justify any claimed exemption from public records disclosure. The City will not credit any blanket confidentiality claim lacking specific justification. (A failure to mark confidential documents as stated will not render a bid non-responsive.)
- J. *Bid Bond:* The City will retain bid securities of the three lowest bidders until the contract is executed or until final disposition is made of the bids submitted. The City will return all other bidders' bid bonds promptly after the canvass of Bids. At contract execution, the City will release or return the contractor's bid bond or check and other bid bonds not forfeit for failure to execute a contract with the City to perform the specified services.

3. Award:

- A. The City will open the bids in public in the City Bureau of Purchasing office immediately following the bid deadline.
- B. The City may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of information furnished.

- C. Unless one bidder submits the lowest responsive bid for both collection areas, the City will award one contract for each collection area. If one bidder submits the lowest responsive bid for both collection areas, the City will award one contract for both collection areas together. Bids must encompass or address the entire scope of services for each area.
 - D. As it pertains to Scheduled Event and collections of Solid Waste Produced by Emergencies, the Contract(s) for both collection areas will operate as a "Requirements" type contract, where the contractor will perform at specific City request only and without exclusive access or right to the work.
4. Contract:
- A. The selected bidder(s) will satisfy the requirements stated below and enter into a contract with the City within ten (10) days after being advised of award. The selected bidder will pay all recordation fees.
 - B. Contract requirements: The selected bidder must satisfy the following additional requirements before it receives a contract hereunder:
 - (1) Performance and Payment Bond: Within ten days after receiving notice that the City accepts its bid, the selected bidder will supply the City a performance and payment bond acceptable to the City and as provided in the contract specifications. The bond shall issue in the sum of 100 percent of the Total Estimated Annual Contract Amount(s)
 - (2) Insurance: The selected bidder must furnish the City certificates of insurance bearing original endorsements of effective coverage required in the contract specifications. The certificates and endorsements must be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf and that agent's power of attorney must be attached to the certificates and endorsements;
 - (3) Permits: The selected Bidder(s) will provide the City a copy of all applicable and required permits and licenses, including, without limitation, permits required by Louisiana Revised Statute R.S. 40:1662; and
 - (4) Tax Clearance: Using the Tax Clearance Authorization form attached as Exhibit C, the selected bidder must request, obtain, and deliver a City tax clearance showing that it is not delinquent in any taxes owed to the City.
 - (5) A sworn statement that the Contractor (1) has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract, and (2) has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the subject contract.
 - C. Commencement: The Contractor will commence the specified solid waste collection and related operations as specified in Exhibit A.
5. Contact Information: Ms. Veronica T. White, Director, Department of Sanitation, City Hall, 1300 Perdido Street, Suite 1W03, New Orleans, Louisiana 70112. Telephone (504) 658-3800. E-mail: vwhite@cityofno.com.

EXHIBIT "A"

CURBSIDE COLLECTION OF SOLID WASTE

SPECIFICATIONS

BACKGROUND AND PURPOSE

Pursuant to the City Charter and Louisiana Revised Statute 33:4169.1, the City solicits bids from experienced service providers for a non-exclusive Agreement to provide specified curbside solid waste collection services at sites in two defined areas in the City of New Orleans (collection area map attached). The City estimates such sites now number approximately 100,000, but expects the number will increase significantly as the City recovers further from Hurricane Katrina. As provided below, the selected contractor will develop a Serviced Locations List. It will place and track collection receptacles. In general using automated or semi-automated collection systems, the Contractor will collect solid waste at specified residential and small business sites in the collection areas. The contractor will also provide collection services for City litter cans and scheduled events, and collect discarded Christmas tree, materials produced in emergencies, and otherwise as provided. The Contractor will provide a work plan. It will operate a public information and response service to encourage and facilitate resident participation and resolve complaints.

CONTRACTED SERVICES – SERVICED LOCATIONS LIST

1. Serviced Locations List: The Contractor will develop and maintain a list of all likely household, small business, and litter can locations (650 litter can locations in Collection Area 1 and 350 litter can locations in Collection Area 2) suited for solid waste collection services in Collection Areas 1 and 2.
2. A household location is suited for solid waste collection services hereunder if it serves as a continuing single family household residence in Collection Area 1 or 2. A small business location is suited for solid waste collection services hereunder if it generates no more than ninety gallons of solid waste each regular collection and operates as a commercial establishment in Collection Area 1 or 2. A litter can location is suited for solid waste collection services if the City so assigns it or if the Contractor refers the location's likely usefulness in the purpose.
3. The list will identify household and small business private locations by street address. The list will identify serviced public locations by geographic reference (NW corner of X and Y streets, etc.) or other definite place description. All locations will bear a discrete identifying number.
4. Not later than December 1, 2006, the Contractor will deliver the list of likely service locations according to conditions prevailing between November 1, 2006 and November 15, 2006 and propose a corresponding list of locations for solid waste collections services in Collection Areas 1 and 2 to the City.
5. With specific City approval and Contractor endorsement, the list will serve as the Serviced Locations List for initial operations hereunder.
6. Intending to maintain a complete and accurate list of locations suited for solid waste collection services, the Contractor will monitor conditions in the awarded Collection Area(s). According to observed, reported, or received changes and corrections, verified by the Contractor, the Contractor will refer revised Serviced Locations Lists for City consideration and approval at least once each month after Agreement commencement.

CONTRACTED SERVICES – ANNOUNCEMENT AND INITIAL COLLECTION CART AND LITTER CAN PLACEMENT

1. Not later than November 1, 2006, the Contractor will submit a proposed public information plan for City review. The plan will detail the Contractor's proposed arrangements to inform City residents about the Contractor's solid waste collections services to begin January 1, 2007. The plan will project repeated public notice by advance publication in the major New Orleans newspapers and placed at every household and small-business location in the awarded Collection Area(s). The notice must explain the cart distribution, including means for residents to obtain other or additional carts (by request to the City), the general collection operation, route, frequency, and schedule information (if available) and the resident's related duties, including responsibility for lost carts absent a documented theft. It will explain the Contractor's customer service and complaint programs and refer residents and business owners to the Contractor's customer service telephone and e-mail addresses. The Contractor may also maintain and refer interested persons to a website for information about the Contractor's solid waste collection operation in the awarded Collection Area(s). The Contractor will reasonably accommodate City comments to the plan. The Contractor will implement the plan and issue the related notice in the weeks prior to the cart distribution.
2. According to the publicized notice, the Contractor will place collection carts and litter cans at corresponding locations on the approved initial Serviced Locations List during December 2006.

CONTRACTED SERVICES - SOLID WASTE COLLECTIONS

1. Regular Collections: As provided below, and beginning January 2, 2007, the Contractor will collect solid waste at locations identified in the approved Serviced Locations List in the awarded Collection Area(s).
 - A. Collection Method and Task:
 - (1) Private Locations:
 - (a) Carted Waste: Carted Waste is solid waste suitably collected in standard collection carts. It generally includes wet and dry garbage and refuse. The Contractor will collect carted waste at serviced private locations using automated or semi-automated means. For the purposes hereof, *automated means* are means that use a specially-fitted refuse truck and hydraulic arm and requiring only one (1) truck driver/ arm operator to grasp a standard collection cart from the curb, dump or empty the cart in the refuse truck, and return the cart to the curb. *Semi-automated means* are the same as automated means, except that they apply a laborer to retrieve the standardized cart from the curb, secure it in the dumping arm on the refuse truck, and, after the dumping, return the cart to the curb. The Contractor may use either automated or semi-automated means at particular locations as it considers most suitable in its efforts to satisfy overall performance requirements.
 - (b) Bulky Waste: Bulky waste is solid waste not suitably collected in standard collection carts, generally by reason of excessive weight or size. It includes items such as stoves, yard waste, refrigerators, tires, crates, demolition material, washing machines, rugs, furniture, mattresses, and the like. The Contractor will manually collect unlimited Bulky Waste from serviced private locations placed curbside in resident owned containers, plastic bags and placed appropriately for curbside collection. It will not collect waste suitably collected in standard collection carts but continually left as bulky waste at particular locations.
 - (2) Public Locations: Unless otherwise approved by the City, the Contractor will manually collect solid waste from standardized litter cans at serviced public locations. The Contractor will clean the litter can and liner at every collection and replace damaged liners at need to maintain serviceability.

B. Collection Receptacles: The Contractor will supply, place, maintain, and track collection receptacles for solid waste collections at private and public locations. A "collection receptacle" is a single collection cart or litter can.

- (1) Private Locations: In general, the Contractor will supply, place and maintain one (1) 95-gallon wheeled collection cart at each household and small business collection location listed on the Serviced Locations List. At specific City direction, the Contractor will place and maintain smaller substitute collection carts (30 and 60 gallon capacity) at identified serviced locations. At specific City direction, the Contractor will place and maintain additional carts at such locations. In all cases, carts the Contractor maintains at private locations will accommodate collection by automated or semi-automated means.
- (2) Public Locations: The City will supply 1000 litter cans for use at public locations. The Contractor will place and maintain one (1) litter can at each public location listed on the Serviced Locations List.
- (3) Tracking: The Contractor will specifically track and account for every collection receptacle ever entered into service hereunder. In the purpose, the Contractor will separately identify and label each collection receptacle by printed or permanently attached bar code label suited for laser scanning and recognition. The Contractor will maintain a data base of all collection receptacles ever entered into service hereunder, with one record created for each. For each collection receptacle, the data base will record a discrete identifying number, the bar code number, a receptacle size and description, the applicable rate, ownership, acquisition information, service location, route number, date entered into service, and other tracking information including status, damage, thefts, loss, recovery, disposition, all with related, attributed diary entries, maintained accurate to date according to available or supplied information. The Contractor will supply data base information and reports to the City at request without charge.
- (4) Maintenance: the Contractor will maintain serviceable collection receptacles at assigned service locations.
 - (a) If a litter can goes missing, the Contractor will promptly report the fact to the City and commence a search. If the Contractor cannot locate the litter can and return it to service within fifteen days after reporting it missing, it will promptly replace the litter can (the same design as the can lost) at the Contractor's cost and place it in service at the assigned location.
 - (b) If a collection cart goes missing, the Contractor will promptly report the fact to the City and commence a search. The household or small business at the location is responsible for the loss unless it obtains and presents a police report for a reported theft. For theft cases so documented, and if the Contractor cannot locate the collection cart and return it to service within fifteen days after reporting it missing, the Contractor will replace the collection cart at the Contractor's cost and place it in service at the assigned location. Otherwise, the household or small business at the location may purchase a replacement collection cart at cost from the Contractor, which will place it in service at the assigned location.

In all cases, the Contractor will mark, label, and track replacement collection receptacles as provided for other collection receptacles.

- (5) Ownership: The City will own the litter cans it supplies, subject to the Contractor's right to use and service them hereunder. The Contractor will own or exercise operational control over collection carts and litter cans it supplies. At Agreement termination, including cancellation and expiration for any reason, the Contractor will deliver the ownership of all collection receptacles to the City without further compensation. At City request at Agreement termination, the Contractor will promptly recover all collection receptacles, clean

and service them, and deliver them to a designated City location without further compensation.

- C. Frequency: The Contractor will collect carted waste from serviced private locations according to a regular schedule twice each week. The Contractor will collect bulky waste from serviced private locations according to a regular schedule once each week. The Contractor will collect solid waste from serviced public locations three times each week.
- D. Schedules and Routes: The Contractor will collect solid waste according to identified and numbered regular schedules and routes approved by the City in advance, and cast to project an orderly, safe, and dependable collection within collection equipment standards and tolerances. The Contractor will detail routes and schedules in the awarded Collection Area(s) and submit them for City approval by November 1, 2006. It will cooperate with the City to obtain its approval. Absent compelling need, the Contractor will not depart from approved schedules and routes without specific City approval. The Contractor will immediately report and justify unapproved departures from regular schedules and routes to the City in writing or by e-mail or facsimile transmission. The Contractor may request, and the City may approve collection schedule and route changes at justified need. Except as provided for compelling need, the Contractor will follow an approved plan in all cases.
- E. Temporary Services Suspension: Except for compelling necessity, and only to the extent required thereby, the Contractor will not suspend services without specific City approval. The Contractor shall report suspended services to the City immediately. It will resume suspended services at the earliest opportunity, including weekends, earnestly attempting to restore and complete the contracted collection services with the least delay. In the purpose, the Contractor may work outside regular operating hours with City approval. If resumption of services is not within 24 hours, the Contractor shall advise the Director of the estimated time required before regular schedules and routes can be resumed. For the purposes hereof, "compelling necessity" applies when the Contractor may not collect solid waste safely or effectively. For example, conditions during thunderstorms and significant street flooding present a compelling necessity to suspend collection services incidentally and temporarily without prior City approval.
- F. Service Response: Except for revisions that require schedule and route changes and related City approvals, the Contractor will start or stop collection services, and, where indicated, supply and deliver collection carts, according to a revised Services Locations List within seven (7) days after City approval delivered to the Contractor. At its option, the Contractor may recover collection carts from locations removed from the Serviced Locations List.

2. Incidental Collections:

- A. The Contractor will promptly collect Dead Animals wherever found on public ways or property and otherwise at City direction.
- B. The Contractor will collect discarded Christmas trees as bulky waste, except that it will collect Christmas trees eligible for recycling according to and during the City's annual Christmas Tree Recycling Program.
- C. The Contractor will collect solid waste and render clean-up services for Scheduled Events, including Mardi Gras events, as the City directs. In such cases, the City will assign the Contractor at least two weeks in advance. For such purposes, the City will order and the Contractor will supply discrete service crews (one or more), being one truck, one driver, and two laborers. The Contractor will comprehensively document and authenticate all Scheduled Events collections and clean-ups, especially including the number of truck hours applied, and will supply complete original documentation of each such collection with the Contractor's related monthly invoice. The City is not liable and will not pay fees for Scheduled Event collections and clean-ups without the needed documentation. For the purposes hereof, "truck hours" is the number of hours from dispatch to return applied in the assigned purpose.

- D. The Contractor will collect solid waste at Special Need as the City directs. For such purposes, the City will order and the Contractor will supply discrete service crews, being one truck, one driver, and two laborers.
- E. The Contractor will collect solid waste produced in Emergencies declared by an authorized public official and as the City directs. In such cases, the City and the Contractor will stipulate the contracted tonnage in advance. The Contractor will comprehensively document and authenticate all collections of solid waste produced in Emergencies, especially including actual weight removed, and will supply complete original documentation of each such collection with the Contractor's related monthly invoice.

3. Related Equipment and Operational Requirements:

- A. Collection Carts: For the purposes hereof, a collection cart is a standardized container for automated and semi automated collection system with varying sizes that may hold up to 100 gallons and includes appropriate lifting points, attached lid and wheels. In all cases, a collection cart will display a large permanently-printed notice stating, "PROPERTY OF [CONTRACTOR]" and the Contractor's customer service telephone number.
- B. Litter Can: For the purposes hereof, a Litter Can is standardized black, covered, weatherproof wrought iron can with black liner with a capacity of approximately 35 gallons.
- C. Collection Vehicles and Related Equipment: The Contractor will provide an adequate number and proper type of vehicles and other ancillary equipment to perform the Agreement requirements.
 - (1) The vehicle type used for waste collection under the Agreement shall be a fully enclosed leak-proof modern packer-type truck. Equipment used for bulky waste may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste occurs by providing a suitable covering or tarp. All vehicles used under the Agreement shall be Model Year 2004 or newer.
 - (2) The Contractor must clean any spillage of refuse resulting from collection, transfer and hauling activities. To that end, all of the Contractor's vehicles will be equipped at a minimum with brooms, shovels, and rakes for cleaning any spillage.
 - (3) All vehicles and other equipment shall be kept in good repair, appearance and in sanitary condition at all times. Each vehicle shall have clearly visible on each side the truck's individual contractor number, identity and telephone number of the Contractor, and shall also be identified in a like manner that the vehicle is part of the residential collection fleet for the area, as opposed to other equipment used for other commercial, non-municipal operations. The City reserves the right for final approval of acceptable vehicle identification.
 - (4) All solid waste collection vehicles used in service under the Agreement shall be in good working order. To that end, the Contractor will use only refuse collection and transfer vehicles that are Model Year 2004 or newer. The Contractor may request in writing to utilize earlier model vehicles for the first 6 months of the Contract as a transition period until new vehicles are available.
 - (5) The Contractor will wash collection vehicles twice each week, when in service, and clean all other equipment at least once per week.
 - (6) All vehicles used in the regular collection services shall comply with size and weight restrictions and any other standards promulgated by any legislative authority having jurisdiction in the Agreement area. The Contractor shall maintain such standard, as from time to time amended or revised, during the course of daily operations during the Agreement period.

(7) Inspections:

- (a) The Contractor shall obtain an inspection at least once every twelve months on each piece of equipment by an authorized State of Louisiana Inspection Station. Each piece of equipment shall be State inspected prior to commencing service under the Agreement. The Contractor shall produce inspection certificates for City review at request.
- (b) The City may inspect each piece of Contractor's equipment periodically throughout the Agreement Term to assess its capability in fulfilling the requirements of the Agreement. The Contractor will remove any equipment the City finds deficient from the active fleet and use immediately. The Contractor will not return removed equipment to active service until all needed repairs and/or modifications are complete. The Contractor shall have sufficient back up equipment to fulfill his responsibility under the Agreement
- (c) The City may inspect all Contractor vehicles applied in the contracted work at any time throughout the term of the Agreement. Should any vehicle, in the determination of the Department, not meet industry standards relating to Agreement performance in an environmentally sound, safe and efficient manner, the Department may require the Contractor to remove such vehicle from service until it satisfies industry and safety standards.

D. Maintenance and Parts Facility: The Contractor will operate a suitable service facility to perform routine maintenance and repairs and will maintain a sufficient supply of replacement parts to insure continuous uninterrupted collection operations. After reasonable notice, the City may inspect the Contractor's facilities used in connection with the Agreement during working hours Monday through Saturday.

E. Collection Personnel:

- (1) The Contractor's employees shall be courteous at all times and shall work quietly and not use loud or profane language.
- (2) The Contractor's employees shall not solicit or request gratuities at any time. The Contractor will remove any employee from service hereunder who the City reasonably determines has solicited or requested gratuities. The Contractor will fully cooperate with any related City investigation.
- (3) The Contractor's employees shall present a neat and clean appearance. During work on collection routes performed hereunder Employees shall wear uniforms designated by the Contractor and approved by the City. Each employee also will have and use appropriate safety equipment.
- (4) The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.
- (5) Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle being driven. Drivers must also have a Commercial Drivers License (CDL) as required by federal law (the Commercial Vehicle Safety Act of 1986). All engaged Contractor drivers and machinery operators will hold and carry current required licenses and permits, available to City inspection at request. The Contractor shall direct his employees to present their licenses to City representatives for inspection at request. Drivers shall maintain cell-phone or radio communications capability with the Contractor and the assigned Route Supervisor.

- (6) Route Supervisors: The Contractor shall assign full-time Route Supervisor to each collection route. Route Supervisors will drive through serviced neighborhoods to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary to provide service for the customer. Route Supervisors will also report lost or damaged carts, and carts in need of repair or replacement and assist customers by passing out and explaining program information. Route Supervisors will travel in a company vehicle, wear a company uniform, carry company credentials, and maintain cell phone or radio communications with the Contractor and collection crews.

CONTRACTED SERVICES – DEDICATED CAPABILITY

1. Except as otherwise provided, and in addition to regular and incident collection services, the Contractor will dedicate and make available the following resources to Agreement operations during regular operating hours.
 - A. Supervisors: The Contractor will maintain a competent and experienced supervisor/foreman on duty at all times when work is being performed under the Agreement
 - B. Dead Animals: The Contractor will reserve one vehicle to remove dead animals six days a week.
 - C. Scheduled Event and Special Need Collections: The Contractor will provide one special collection vehicle with driver and two laborers per Collection Area for Scheduled Event and Special Need collections and other special daily assignments by the Department of Sanitation (Monday through Saturday). The Contractor will dispatch this vehicle to collection sites designated by the Department of Sanitation within the City.
 - D. Complaints: The Contractor shall provide at least one (1) complaint truck with drivers and laborers per Collection Area to respond to complaints received 7 days per week.

CONTRACTED SERVICES – RESIDENT RELATIONS

1. Inquiries and Complaints: The Contractor will establish, maintain, and operate a system to receive and respond to residents comments, inquires, and complaints. System features will include:
 - A. Regularly publicized means for interested persons to engage the system by telephone call, facsimile transmission, e-mail, website, and postal mail. In all cases, the systems will ask the caller or writer to state specifically whether they wish to enter a complaint.
 - (1) Between 7:00 a.m. and 7:00 p.m. each regular collection day, the telephone call means will apply polite, trained, and knowledgeable English-speaking human beings to take personal visits and telephone calls without unreasonable delay, supply system information, including particular route and schedule information, and document and refer system related needs and complaints. After hours, the telephone system will report operating hours and refer inquires, needs, and complaints to facsimile, website, e-mail, personal visit, and postal means to submit or report inquiries, needs, and complaints. It will also refer emergencies to 911.
 - (2) The system will also operate continuous facsimile transmission, e-mail, and website means to receive and record inquires, needs, and complaints and also a website, and after-hours automated telephone system to supply waste collection system information.
 - (3) The Contractor will publicize the system to served households and businesses and direct system-related inquiries, needs, and complaints to the system.
 - B. The system will operate a dedicated complaints recording and resolution data base. For all cases where a caller, visitor, or writer states a desire to enter a complaint, the Contractor will enter

complete related information in the data base at the earliest opportunity thereafter, immediately for complaints received by received telephone call or personal visit during regular operating hours. The Contractor will attempt to obtain and record all information useful or necessary to respond to and resolve the problem, including but not limited to names, addresses, event and reporting dates, involved persons, and the like. The Contractor will maintain recorded complaint information as a business record and safeguard it against unwarranted disclosure. The Contractor will maintain the data base system and all complaint records in a form and format immediately accessible to the City on-line or by telephone call during operating hours.

- C. The Contractor will establish, operate, and maintain systems to respond to, develop, assess, and resolve recorded complaints promptly and effectively, and not later than twenty-four hours after receipt absent clear justification. Where necessary or useful, Contractor Route Supervisors will meet with complaining persons to resolve complaints. The Contractor will document complaint-related actions and dispositions by attributed contemporary diary entry and maintain separate status fields in the dedicated complaints data base. The status fields will indicate whether the complaint is active or closed and whether and how resolved. In all complaints, the Contractor will attempt to obtain an acknowledgement from the caller, writer, or visitor that the complaint is resolved. After completing reasonable attempts to resolve complaints, the Contractor will refer dissatisfied callers or visitors and the related documented complaint to the City.
 - D. The Contractor will supply the City written weekly reports approved by a responsible Contractor official showing all complaint records opened during the previous week, closed during the previous week, and all pending. The Contractor will cooperate with the City's reasonable efforts to monitor the Contractor's complaint practice and assist in related resolutions.
2. Customer Service Plan: The Contractor shall prepare and operate a Customer Service Plan for the City that outlines all aspects of customer service that will be provided as part of the Agreement. The plan also shall include a plan to receive telephone calls from the City, a computer tracking system, a provision for full time route supervisors dedicated solely to the City to respond to service related issues, and a communication system to conduct dispatching services. The plan will be submitted 45 days prior to the start of the Agreement for approval by the Director.
3. Service Notices: The Contractor shall regularly notify all customers about complaint procedures, regulations, and day(s) for collection and any changes that may occur in service schedules. Notices may be in the form of newspaper advertisement, public service announcements or printed material distributed by the Contractor to all units serviced.

CONTRACTED SERVICES – WORK PLAN

- 1. In all cases, the Contractor will operate according to a comprehensive Work Plan approved by the City and endorsed by the Contractor. The Work Plan will detail the Contractor's arrangements, methods, and plans to satisfy all Agreement requirements, and include at least the following:
 - A. A Public Information Campaign Plan;
 - B. Weekly and Monthly Report Format;
 - C. Cart delivery plan and schedule for each collection unit, including start and completion dates; including the Contractor procedures for coordination of container delivery;
 - D. Procedures for notifying residential units of new collection days;
 - E. Schedule for collection of waste from each residential unit and small business, including day of the week and approximate collection time, and scheduled operating hours;
 - F. Collection Routes;
 - G. List of equipment/vehicles to be used for the Agreement (number, model, make and year, vehicle identification number);
 - H. Procedure for bulky waste collection, including tires, yard waste, and white goods;
 - I. A Litter Can Collection, Cleaning, and Service Plan;
 - J. A Complaints Tracking, Reporting, and Resolution System Plan;

- K. Procedures for transmitting information and communication to and from the Department and the Contractor prior to and during the Agreement Term;
 - L. Procedures for controlling noise, dust, and litter from waste collection operations;
 - M. A Customer Service Plan;
 - N. Procedures and conditions for accepting and handling an extraordinary amount of waste resulting from an accident, special event, natural disaster, etc.; and
 - O. Office location, phone number, email address cellular phone number, fax number, and responsible person(s) in charge during all hours.
2. To establish an approved Work Plan, at least sixty days before initial operations hereunder and thereafter at least sixty days before the Agreement annual anniversary date, the Contractor will submit a proposed Work Plan for the Director's approval. The Contractor shall cooperate with the Director to produce an approved Work Plan. The Contractor will promptly report changes needed to correct work plan information and otherwise may propose work plan revisions at any time for City approval. At all times, the Contractor will maintain a current approved Work Plan with the Director.

CONTRACTED SERVICES - ADMINISTRATIVE

1. Permits and Approvals:

- A. The Contractor will be responsible for securing any necessary agreements, permits or approvals, from all Federal, State, and local governmental bodies having jurisdiction over the operation of Solid Waste Management activities. The Contractor will also be responsible for all costs associated with securing such agreements, permits or approvals. The Contractor shall comply with all lawful policies, health, sanitary, and other regulations imposed by public bodies having jurisdiction during the term of the Agreement
- B. The Contractor will notify the City by telephone within 24 hours of notification by any authority or agency of any violation or alleged violation related to the Agreement. Written notification, a detailed description of the event and any action taken by the Contractor shall follow within seven days. The Contractor shall be responsible for payment of all penalties, fees and fines associated with its work.

2. Office:

- A. The Contractor shall maintain and staff a permanent office of fixed address (Office) within the metropolitan area through which he can be contacted, where service may be requested, and complaints logged and resolved.
- B. The Contractor shall equip his office with adequate telephone communications, fax machine, Internet service and sufficient support staff to enable contact by the City between the hours of **7:00 a.m. and 7:00 p.m.** during regular collection days. Telephone contact must be available using a local (i.e., not long distance) phone call. The City shall be able to contact the Contractor via local cellular phone at all times.
- C. The Contractor shall designate in writing not less than one (1) nor more than three (3) responsible person(s) in charge who shall be the sole point(s) of contact between the City and the Contractor for the purpose of receiving and responding to inquiries, complaints, and instructions from the City during working hours. The Contractor shall authorize the responsible person(s) to act as his agent, able fully to obligate the resources of the Contractor in immediately responding to the City's requests and in resolving complaints.
- D. The Contractor shall staff his Office with at least one (1) responsible person in charge at all times who shall be present during all office hours during regular business days.
- E. The Contractor shall not use answering machines or third party answering services as a substitute or equivalent to the requirements of this Section.

- F. The Contractor shall maintain a staff and telephone communications including fax machine in his Office at all times while the Contractor's equipment is performing service, but in no event shall such Office hours be less than 7:00 a.m. to 7:00 p.m., on regular working days.
 - G. The Contractor shall maintain records on file with the City indicating the street address, mailing address, and telephone number of the Office, and the name(s) of the responsible person(s) in charge, and shall provide the City with not less than two (2) weeks advance written notice of any changes thereto.
3. Personnel
- A. The Contractor shall use a sufficient number of qualified employees in performing the services required under the Agreement.
 - B. Route Supervisors shall have strong communication and public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, and have the ability to establish positive relationship with City Sanitation staff and the general public.
 - C. The Contractor shall comply with all provisions of the law regarding the employment of workers. The Contractor shall not employ persons under the age of eighteen years for work performed under the Agreement.
 - D. The Contractor will prepare a specific health and safety plan with regard to employees. The plan will include at a minimum health and safety training for the Contractor's employees.
 - E. During business hours, Contractor employees or subcontractors shall not take lunch periods, breaks or loiter on public property, including neutral grounds.
4. Records Maintenance: In addition to other such records specified herein, the Contractor will maintain books and records relating to the Agreement performance according to the following minimum requirements:
- A. The Contractor will maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records, documents, and information evidencing or associated with charges for service; expenditures or disbursements; and any other financial transactions related to the Agreement performance for a minimum period of three years, or for any longer period required by law, from the date of final payment to the Contractor pursuant to the Agreement.
 - B. The Contractor will maintain all documents and records that demonstrate Agreement performance, including a copy of all correspondence with the City, and all approved serviced locations lists, for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - C. The Contractor will produce for the City's inspection and audit, any records or documents maintained pursuant to the Contract, within three business days, during regular business hours, after receipt of a written request by the City. The Contractor will make the records available and permit the inspection and audit at the Contractor's Office.
 - D. The Contractor will establish, maintain, and operate an information system to provide reports and storage and retrieval of operating data relative to the contracted performance including all information needed to verify billing calculations.
 - E. The Contractor will maintain records of complaints in Microsoft Access database for complaint tracking. The database shall be capable of providing complaint information in report format, complete with date, addresses, phone number, contact person, and final complaint resolution and

source of complaint. The Contractor will identify complaint reports in chronological order and submit related reports with the Contractor's Billing to the City.

F. The Contractor will maintain other data and records as the City reasonably requires.

5. Reporting: The Contractor will submit Weekly Reports and Monthly Reports for the Agreement duration, commencing upon Agreement signing. The Contractor shall not receive monthly compensation until it submits all items required in the Weekly Reports and Monthly Report to the Department.

A. Weekly Report - The Contractor will provide Weekly Reports to the Department using a format approved by the Director. The Report will detail:

- (1) Complaints received from the previous week and the status of any outstanding complaints. The report shall include a description of the steps taken by the Contractor to insure the complaint is resolved and not repeated.
- (2) The Weekly Report will also report any unusual occurrences or problems encountered in providing Solid Waste Collection Services.
- (3) The Weekly Report will detail all "Scheduled" and "Special" collections assigned during the reported week.

The Contractor will e-mail or fax the Weekly Report to the Department every Friday between the hours of 3:00 p.m. and 5:00 p.m.

B. Monthly Report - The Contractor will provide a Monthly Report on the Work completed the previous month. The Monthly Report shall be submitted no later than the tenth (10th) day of the calendar month following the month being reported, and included with the Contractor's invoice to the Department. The format shall be approved by the Director before the start of the Work. The Contractor shall attest to the accuracy of the information in the report. False or altered information shall be cause for Agreement termination. At a minimum, the report shall contain the following information:

- (1) The actual number units waste is collected that billing period;
- (2) A collection receptacle report, hard copy and electronically, showing the status of all collection receptacles and related information, consistent with the monthly invoice;
- (3) List of missed pick-ups and resolution;
- (4) Summary of complaints and complaint resolution (with current copy of the complaint database on CD ROM),
- (5) Comments or unusual occurrences,
- (6) Summary of additional services authorized by the Department with name of City representative who authorized service, and
- (7) Contractor's recommendations for improvements to the Solid Waste Collection Services.

6. Invoicing:

A. The Contractor will invoice the City within ten (10) days following the end of each month for services rendered that month. The Contractor's invoice shall be delivered by US Mail to the Director of Sanitation for approval and include the following:

- (1) Cover sheet summarizing the invoice showing the billing period, units and Litter Cans serviced including a listing by physical address of any units or Litter Cans added or deleted from the previous billing, other services, and an extension in total dollars of the invoice.
- (2) For collection services, a detailed invoice in Microsoft Excel spreadsheet format with the following breakdown:

- (a) Total number of private serviced locations with 95 gallon carts and corresponding fee
- (b) Total number of private serviced locations with 60 gallon carts and corresponding fee
- (c) Total number of private serviced locations with 30 gallon carts and corresponding fee
- (d) Total number of private serviced locations with other total location capacity with corresponding fee
- (e) Total number of Litter Cans service per month with corresponding fee.
- (f) Assigned "Scheduled Event" collections with corresponding fee
- (g) Assigned collections for "declared emergencies" with corresponding fee, and
- (h) Total Cost of monthly collection and total invoiced cost.

The invoice will count service locations approved and receiving services on the 15th of the invoiced month.

- (3) The invoice shall include the signature of the Contractor's representative verifying the accuracy of the invoice and charges and documentation of written approval of special events or emergency collection services.
- B. Payment and Reports: he City shall pay the Contractor on or before sixty (60) days from invoice. The Contractor shall submit a monthly activity report with each month's billing as elsewhere provided. The Contractor shall attest to the billing accuracy and the information contained in the monthly reports. Prior to start of the services under the contract, the Department of Sanitation will approve the form of the reports.
- C. Billing Disputes: In the event of a dispute to any portion of the Contractor's billing statement, the Department shall pay the undisputed portion of the bill, and give notice to the Contractor of the disputed amount. No payment will be made on the disputed portion until the parties resolve the dispute. Interest shall not accrue on disputed amounts.
- 7. Hours of Operation: The collection of refuse shall not start before 5:00 a.m., or continue after 8:00 p.m. on the same day. The Contractor shall be prepared, with prior notice, to alter, and/or extend the operating hours and days of operation due to special considerations, variation of business hours and/or changes due to special events or emergency situations, as may be required by the designee of the Department of Sanitation to meet operational demands. Exceptions to operational hours shall be affected only upon the approval of the Director of the Department of Sanitation.
- 8. Holidays: The following holidays may be observed by the Contractor: New Year's Day, Mardi Gras Day, Thanksgiving Day, Christmas Day. The Contractor may decide to observe any or all of the above mentioned holidays by suspension of curbside collection services on the holiday. Such decision in no manner relieves the Contractor of the obligations to provide curbside collection, as otherwise required. A collection day missed due to a holiday must have service made up within twenty-four (24) hours. The Contractor may observe other holidays but only with City written approval.

CONTRACTED SERVICES – INSURANCE AND BONDS

1. Insurance:

A. Insurance Policies Requirements:

- (1) The Contractor shall procure and maintain at a minimum, for the duration of the Contract, at the Contractor's sole cost and expense, the following insurance policies with coverage for occurrences and claims that may arise from or in connection with the performance of the obligations of the Contractor, its agents, employee, representatives and subcontractors:
 - (a) Workers' Compensation Insurance with statutory limits of liability and minimum Employer's Liability Limits of One Million Dollars (\$1,000,000).
 - (b) Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned vehicles, hired vehicles and non-owned vehicles.
 - (c) Comprehensive General Liability insurance with a minimum Five Million Dollars (\$5,000,000) combined single limit per occurrence bodily injury and property damage. This insurance shall include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of contractors and subcontractors, personal injury, and broad-form property damage. A "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".
 - (d) The insurance policies herein required shall contain or be endorsed to contain the following provisions:
 - (i) The City, its officers, agents and employees shall be added as "additional insured" under the Comprehensive General Liability and Automobile Liability policies.
 - (ii) The Workers' Compensation coverage shall contain an express waiver of all rights against the City, its officers, agents and employees, for losses arising from the services performed by the Contractor for the City.
 - (iii) An endorsement stating that that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits, except after sixty (60) days prior written notice by certified mail has been given to the Director, Department of Sanitation, City of New Orleans, 1300 Perdido Street, Suite 1W03, New Orleans, Louisiana 70112 with a copy to the City Attorney, City Hall-5E01, 1300 Perdido Street, New Orleans, Louisiana 70112.
- (2) All insurance required by this section shall be placed with insurers that are authorized to do business in the State of Louisiana and have a rating of no less than A in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in S&P.
- (3) The Contractor will supply original certifications of the required insurance coverage at City request. Annual renewals of certificates of insurance shall be furnished to the Director.

- B. The Contractor shall provide the City with certificates of insurance evidencing the required coverages. Such certificates shall provide that the City be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage. The Contractor must provide certificates of insurance before commencing work in connection with the Agreement.

- C. The providing of any insurance required herein does not relieve the Contractor of any of the Agreement responsibilities or obligations or for which the Contractor may be liable by law, agreement, contract or otherwise.
 - D. The Contractor's failure to provide and maintain such insurance in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.
2. Bonds: At the Contractor's expense, the Contractor shall maintain performance and payment bonds acceptable to the City during the Agreement life:
- A. The Performance Bond shall issue in the sum of 100 percent of the Total Estimated Annual Agreement Amount as revised from year to year to secure the faithful performance of the Agreement in all respects. The bond shall protect the City against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Agreement and institutions of concursus or other legal proceedings made necessary by the selected Contractor's failure faithfully to perform the Agreement. The City may order extra services or make changes by altering, adding to, or deducting from the services under the conditions and in the manner described herein without notice to the Contractor's surety and without in any manner affecting the liability of the bondsman or releasing him from any of his obligations under the bond.
 - B. The Payment Bond shall issue in the sum of 100 percent of the Total Annual Agreement Amount to secure the payment of all subcontractors, materials suppliers, and other accounts payable in connection with the contract, and otherwise according to Louisiana Revised Statute Title 38:2241.
 - C. The bond(s) must satisfy the requirements of Louisiana Revised Statutes Title 38:2219.A. relative to a "public works project." The bond(s) must bear a countersignature by a Louisiana licensed agent authorized to represent the Surety Company writing the bond together with an effectively dated copy of a power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond.
 - D. An original certificate confirming payment in full and non-cancelable validity of the bond(s) for the period of the Agreement must accompany the bond(s).
 - E. The amounts of the Payment Bond and Performance Bond shall be adjusted annually based on the revised estimated Annual Agreement Amount. Payment Bond and Performance Bond shall be renewed annually and provided to the City by the Contractor 30 days prior to the anniversary date of the Agreement.
 - F. The Contractor's failure to provide and maintain such bonds in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.

TERM: Subject to non-appropriation and the further provisions hereof, the Agreement Term is seven years beginning January 1, 2007 and ending December 31, 2013. With the Contractor's consent, the City may extend the Agreement for up to a maximum of three (3) additional successive one-year periods beyond the initial term on the same terms and conditions pertaining during the initial term.

COMPENSATION

- 1. Fees: for performed contracted collection services, the city will pay the contractor fees calculated as follows:
 - A. For regular collections at private locations (carted waste and bulky waste collection at household and small business locations) each month,

- (1) The bid "Collection Cost per Unit per Month" multiplied times the number of serviced locations identified in the approved Serviced Locations List in effect on the 15th day of the billed month;
 - (2) PLUS the bid "Additional 95-gallon Cart – twice per week collection (per Cart per Month)" cost multiplied times the number of additional 95-gallon carts in service at serviced locations in the awarded Collection Area(s) identified in the approved Serviced Locations List in effect on the 15th day of the billed month;
 - (3) LESS the bid "Additional 95-gallon Cart – twice per week collection (per Cart per Month)" cost multiplied times the number of 95-gallon carts NOT in service at serviced locations in the awarded Collection Area(s) identified in the approved Serviced Locations List in effect on the 15th day of the billed month;
 - (4) PLUS the bid "Optional 60-gallon Cart – twice per week collection (per Cart per Month)" cost multiplied times the number of optional 60-gallon carts in service at serviced locations in the awarded Collection Area(s) identified in the approved Serviced Locations List in effect on the 15th day of the billed month;
 - (5) PLUS the bid "Optional 30-gallon Cart – twice per week collection (per Cart per Month)" cost multiplied times the number of optional 30-gallon carts in service at serviced locations in the awarded Collection Area(s) identified in the approved Serviced Locations List in effect on the 15th day of the billed month.
- B. For regular collections at public locations (litter cans) each month, the bid "Collection Cost per Litter Can per month" multiplied times the number of litter cans in service at serviced locations (should be either 350, 650, or 1,000) in the awarded Collection Area(s) identified in the approved Serviced Locations List in effect on the 15th day of the billed month.
- C. For Scheduled Event Collections and Clean-up services, the bid "Service Fee per Truck per Hour" multiplied times the number of truck hours applied in Scheduled Event Clean-up services in the billed month. (Note: The City is not liable and will not pay fees for Scheduled Event collection and clean-up services without needed documentation, as elsewhere provided.) For the purposes hereof, "truck hours" is the number of hours from dispatch to return applied in the assigned purpose.
- D. For collections of Solid Waste Produced by Emergencies, the bid, "Service Fee per Ton" multiplied times the number of tons of collected material stipulated by the City and the Contractor in advance. (Note: The City is not liable and will not pay fees for collection of Solid Waste Produced by Emergencies services without needed documentation, as elsewhere provided.)
- E. Exclusions:
- (1) The fee for Bulky Waste service is included in the unit cost per month for each residential unit and small business unit. No separate payment will be made for these services.
 - (2) The fee for Special Christmas Tree Collection is included in the unit cost per month for each residential unit and small business unit. No separate payment will be made for Special Collection of Christmas Trees services.
 - (3) The fee for dead animal removal services is included in the unit cost per month for each residential unit and small business unit. No separate payment will be made for these services.
 - (4) The fee for Special Collections Vehicle for daily clean-up is included in the unit cost per month for each residential unit and small business unit. No separate payment will be made for these services.

- (5) The City is liable for no other fee, cost, or reimbursement except as otherwise herein specifically provided.

FURTHER TERMS AND CONDITIONS:

1. Service Failures: Service failures cause serious and substantial damage to the City and its occupants. The nature of the Agreement renders repairs and responses to such damage impractical or extremely difficult. Accordingly, in case of service failures, the City may collect liquidated damages or employ other measures as herein provided:

A. Incidental Service Failures

- (1) Liquidated Damages: Liquidated damages is compensation, not a penalty, for the inconvenience and loss of use or delay of the Service. The City's decision to impose such remedies will not waive any legal remedies available to the City for any other service failures under the Agreement. The recovery of liquidated damages will not preclude the City from recovery of other damages with the City documents attributable to the referenced failures, including but not limited to the cost of internal staff hours, including administrative costs, disposal cost and/or amounts paid to third parties as a result of such service failure.
- (a) Review and Decision: If the City considers the Contractor has failed to perform, or perform in a satisfactory manner, or perform in strict compliance with Agreement requirements, the City may perform a review to inform a reasoned decision whether to impose liquidated damages against the Contractor. In such case, and within ten working days after it learns of a likely service failure or the last incident thereof, the City will report the circumstances and its proposal to impose particular liquidated damages to the Contractor. The Contractor may respond to such report within three working days, supplying the City such written information, documentation, and explanation as to inform a reasoned disposition. The City will thereafter reasonably decide the matter, in all cases promptly reporting and explaining the disposition to the Contractor in writing. In cases where the City confirms the service failure, the City may impose the liquidated damages provided below, deduct damages amounts from regular payments to the Contractor, and, without further formality, keep them for itself as contracted compensation for loss.
- (b) Failures and Liquidated Damages
- (i) A truck beginning residential collection prior to 5:00 a.m. or finishing after 8:00 p.m. without the written approval of the City – five hundred dollars (\$500.00) per occurrence.
- (ii) Failure to collect missed collection from each unit within twenty-four (24) hours of notification by the City or City representative to the Contractor – two hundred dollars (\$200.00) per occurrence for the first five (5) units missed in any thirty (30) day period. Starting with the sixth (6th) missed collection in any thirty (30) day period, four hundred dollars (\$400.00) per occurrence per unit missed. Failure of the Contractor to collect missed collection from a unit within twenty-four (24) hours of notification shall be considered an additional occurrence and shall be treated accordingly.
- (iii) Failure to collect bulky waste from a unit within 48-hours following notification of missed pick-up by the City or resident – two hundred dollars (\$200.00) per occurrence.
- (iv) Failure to collect white goods or tires from a unit within 48-hours following notification of missed pick-up by the City or resident – two hundred dollars (\$200.00) per occurrence.

- (v) Failure to provide replacement Carts for an added unit or notification by the City to provide a Cart within three (3) working days after notification by the City – Two hundred dollars (\$200.00) per unit.
 - (vi) Repetition of complaints on a route after notification by the City of damage to property, spilling, crossing planted areas, improper placement of receptacles, or similar violations – five hundred dollars (\$500.00) per occurrence per repeated complaint. Repetition of complaint is any additional complaint; similar in nature, on the same route after the Contractor receives notice of complaint from the City or City representative.
 - (vii) Failure to clean up any spillage of refuse resulting from overfilled containers, collection or hauling activities within 24 hours after notification by the City - five hundred dollars (\$500.00) per occurrence.
 - (viii) Waste disposal at non-designated location - five thousand dollars (\$5,000.00) for the first occurrence. For each additional occurrence during the Agreement term, one thousand dollars (\$1,000.00) will be added to the previous amount paid (second occurrence will total \$6,000.00, third occurrence will total \$7,000.00, etc.) The fifth occurrence will be considered default and not amenable to cure by removal of material and payment of damages. Failure by the Contractor to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be an additional occurrence.
 - (ix) Fails to respond or respond satisfactorily to a complaint within 24 hours – one hundred dollars (\$100.00) per occurrence.
- B. Extended Service Failures: If the Contractor fails to provide, or any part thereof, as required by the Agreement for a period in excess of two (2) consecutive scheduled working days, the City may reasonably employ substitute means to perform contracted work until such matter is resolved and the Contractor is again able to perform regular Solid Waste Collections. Such means may include suspending, rescheduling, adjusting, and reallocating the Contractor's work hereunder, but only to the extent reasonably needed to maintain services pending the Contractor's restoration of all services hereunder. The Contractor will cooperate with such alternate means. The Contractor will promptly reimburse the City the cost of substitute means reasonably employed to restore and maintain regular Solid Waste Collection services, payable from the Contractor's compensation hereunder, or without compensation due, than otherwise. Nothing herein shall limit the City's other recourse for Contractor non-performance under the Agreement.

2. Cancellation and Termination

- A. Cancellation for Non-Appropriation: Anything herein to the contrary notwithstanding, if, for any reason, the City Council does not appropriate funds needed to maintain the Agreement in full effect beyond the then current fiscal year, the Agreement will expire at the end of that fiscal year without further formality.
- B. Cancellation for Cause: The City may cancel or terminate the Agreement immediately for cause. The Contractor may submit a written request to terminate the Agreement only if the City substantially fails to perform its responsibilities as provided herein.
 - (1) The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. It does not mean cancellation because the City does not appropriate funds to maintain the Agreement.

- (2) Agreement cancellation for cause shall be effective as of the date indicated in the City's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
 - (3) Upon receipt of a notice of cancellation for cause, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
 - C. If the Agreement is cancelled for non-appropriation or cause, the City will pay the Contractor compensation for services performed satisfactorily under the Agreement up to the date of cancellation. The Contractor shall not be entitled to compensation otherwise or for contract-related obligations.
3. Disadvantaged Business Enterprise Program:
- A. DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of the Contract, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program.
 - B. DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
 - (1) The name and business address of each DBE involved in the contract;
 - (2) A description of the work performed and/or the product or service supplied by each DBE;
 - (3) The date and amount of each expenditure made to a DBE; and
 - (4) Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the Agreement.
4. Miscellaneous:
- A. General Responsibilities:
 - (1) Contractor Responsibilities:
 - (a) The Contractor shall collect and, except as provided for certain Bulky Waste directed to other disposal or recycling, transport solid waste to the landfill.
 - (b) The Contractor's personnel shall conduct all contracted operations and at the Contractor's cost.
 - (c) The Contractor is responsible for all costs associated with the Solid Waste Collection Services. This includes, but is not limited to, the furnishing and maintaining of the collection equipment, Carts, all costs associated with collection, emptying, transporting to the final disposal site including labor, fuel, license fees, and equipment costs.
 - (d) Any long term obligations the Contractor incurs in support of its work under the Agreement will permit the Contractor to assign its obligations and related rights to the City. At City request, the Contractor will report such long term obligations and related rights to the City and demonstrate its authority to assign them to the City.
 - (e) The Contractor shall furnish, provide, and maintain exclusive responsibility for all equipment, labor, fuel and any other materials necessary to complete the required

work in its entirety. The Contractor shall be responsible for the maintenance and repair of its own equipment, and the availability, presence and supervision of its employees.

- (f) The Contractor is ultimately responsible for both his individual actions, and for those of any agent, representative, and any subcontractor entity performing services under the scope of the Agreement. Failure to perform by any of these agents, subcontractors, or by any other representatives of the Contractor, shall be deemed a failure to perform by the Contractor, and any and all related liabilities shall rest with the Contractor.
 - (g) The Contractor must clean any spillage of refuse resulting from collection, transfer and hauling activities.
 - (h) The Contractor is responsible for all damage to private property or property destroyed due to Contractor's actions or neglect of contracted duty during the course of the Agreement.
 - (i) The Contractor will apply no subcontractors in any Agreement performance without the prior written consent of the Department of Sanitation.
 - (j) In all cases during its work and operations hereunder, the Contractor will cooperate with law enforcement personnel.
 - (k) The Contractor will promote safety and security in its operations hereunder. It will observe and monitor conditions and activities during, at, and near its operations. It will immediately report all observed dangerous, violent, unruly, disgraceful, illegal, and suspicious conditions and incidents to police officials. It will promptly report such conditions and incidents, and also any observed hazardous conditions, to the City's Representative.
 - (l) In all cases, the Contractor will conduct its operations mindful to maintain public safety and order. It will engage the public with courtesy and respect, and apply due caution and care for persons and property as it operates its equipment and renders services hereunder. It will engage the public in no disputes but seek police assistance where needed.
- (2) City Responsibilities:
- (a) Except as otherwise provided, the City is responsible for solid waste disposal costs.
 - (b) By ordinance or administrative action, but without prejudice to the Contractor's liabilities hereunder, the City will enforce the Contractor's approved Work Plan relative to resident cooperation in the City's solid waste collection arrangements. Among other requirements, the City will enforce requirements that residents:
 - (i) Place carts curbside for collection;
 - (ii) Place refuse as close to the roadway as is practical without interfering with or endangering the movement of vehicles or pedestrians.
 - (c) The City will provide an initial 1,000 litter cans (650 litter cans for Collection Area 1 and 350 litter cans for collection Area 2).
 - (d) Special Christmas tree Collection: The Department will designate a week in January for the special collection placed curbside by residential units and small business units.

- B. Indemnification: The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under the Agreement.
- C. Independent Contractor: The Contractor will serve as an Independent Contractor as defined in LSA-R.S. 23:1021(7) and meet all the requirements contained in Subsections I, II, and III of LSA R.S. 23:1472(12)(E). Accordingly, the City shall not be liable to the Contractor, its agents, employees, subcontractors, servants and/or any other person for contributions or coverages under the Worker's Compensation Laws of the State of Louisiana. The City shall be a statutory employer with respect to the Contractor's agents, employees, subcontractors, servants, and/or any other person performing services under the Contract, and, as such, shall not be liable to any of them for damages of any nature or kind, including attorney's fees and costs, any or all of them may sustain as a result of performing the services specified herein or otherwise. Neither the Contractor nor its agents or employees shall be considered City employees for the purpose of unemployment compensation coverage, the same to be expressly waived and excluded by the City and the Contractor. The City is interested only in the results obtained under the Contract, and the manner and means of conducting the work are under the Contractor's sole control in accordance with the terms hereof. None of the benefits provided by the City to its employees are available from the City to the Contractor's employees, agents or servants. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.
- D. Contractor Responsibility: The Contractor shall be solely responsible for the actions of all persons who provide labor, services, equipment, or material on behalf of the Contractor in connection with the Contractor's obligations under the Contract, whether or not the person and/or subcontractor has been approved by the City.
- E. Supervision: The Contractor shall monitor, supervise, and otherwise control all persons performing work on behalf of the Contractor and any subcontractor(s).
- F. Affected Ability: In no event will any act or omission by the Contractor's employees or its agents, representatives, subcontractors, or affiliates that adversely affects the Contractor's ability to perform its obligations under the contract, relieve the Contractor of its obligations under the Agreement.
- G. Illegal and Invalid Provisions: Should any term, provision or other part of the Agreement be declared illegal, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Agreement be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Agreement shall not be affected but shall remain in full force and effect.
- H. Equal Employment Opportunity: In all hiring or employment made possible by, or resulting from the contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color,

religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

- I. Assignability: The Contractor shall not assign any interest in the Contract and shall not transfer any interest in the same without the City's prior written consent.
- J. Conflict Of Interest: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor will decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.
- K. Applicable Law: The Agreement is to be applied according to the laws of the State of Louisiana.
- L. Jurisdiction: In all cases whatsoever related to the Agreement, the Agreement and the parties thereto are subject to the exclusive jurisdiction of the State Civil Courts of the Parish of Orleans.
- M. Waiver: A waiver by the City of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation by the City for any period subsequent to a breach shall be deemed a waiver of any right or acceptance of defective performance.
- N. Binding Effect: The provisions, covenants, and conditions in the Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- O. Merger Clause - Previous Contracts Superseded: The Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understanding, whether oral or written, are to be without effect in the construction of any provision or term of the Agreement if they alter, vary or contradict the Agreement.

5. Definitions:

- A. Agreement – The written contract between Owner and Contractor covering the Work to be performed; other contract Documents are attached to the Agreement and made a part thereof as provided therein.
- B. Automated Curbside Collection – Curbside collection of solid waste from residential and small business units requiring only one (1) truck driver/ arm operator, and employing a special fitted refuse truck that uses hydraulic arm to grasp and lift a standardized collection Cart from the curb and dumps the Cart into the truck and afterwards placing the Cart back on the curb.
- C. Bulky Waste – Large item with weight or volume greater than those allowed in the Carts and includes stoves, refrigerators, water heaters, automobile parts (to include tires, fenders, seats, and all other parts equivalent or smaller in size, washing machines, furniture crates, boxes, appliances, mattresses, and other items similar in size).
- D. Cart – A standardized container for automated and semi automated collection system with varying sizes that may hold up to 100 gallons and includes appropriate lifting points, attached lid and wheels.
- E. City – The City of New Orleans.
- F. Clean-Up – Providing labor and equipment for the collection and transportation to disposal of solid waste from special events, and as directed by the Department of Sanitation.

- G. Collection Receptacle – A single cart or litter can.
- H. Commercial Refuse – All refuse generated by a Producer at a Commercial Unit.
- I. Commercial Units – Any place of business including but not limited to offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc. located within the boundaries of the Collection Areas.
- J. Construction Debris – Waste building materials resulting from minor construction, remodeling, repair or demolition operations, including wood, sheetrock, metal, etc.
- K. Contract – The formal agreement between the City and the Contractor for the performance of the specified services.
- L. Contract Documents – The Bid Documents, Bidder's Bid, General Specifications, Contract, Performance Bond, Bid Bond and any addenda or changes to the foregoing documents agreed to by the City and the Bidder or Contractor.
- M. Contractor – The person, individual firm, partnership, joint venture, corporation, or association awarded and performing Curbside Collection of Solid Waste Services under the conditions of the Bid and these Contract Documents.
- N. Curbside - The right-of-way adjacent to traveled City roadways and service alleys.
- O. DBE – The City of New Orleans Disadvantaged Business Enterprise Program. See City of New Orleans Chief Administrative Officer Policy Memorandum 46 (R), issued April 26, 2004.
- P. Dead Animals – Animals or portions thereof equal to or less than 10 lbs. in weight, but including all dogs and cats regardless of weight, that have expired by any cause except those slaughtered or killed for human use.
- Q. Department – The Department of Sanitation and the City agency that is in responsible charge of the solid waste systems, and the agency that will be responsible for the administration of the Agreement.
- R. Director – The person that is in responsible charge of the Department of Sanitation and the main contact person for the City of New Orleans for the Agreement.
- S. Disposal Site – The River Birch Landfill for final disposal, or as directed by the Director.
- T. East Bank – The area of the City that is bounded by the left descending bank of Mississippi River, Lake Pontchartrain, Jefferson Parish, and St. Bernard Parish.
- U. Four Plex – A single residential structure containing four (4) individual and non-detached residential units.
- V. Garbage – Every accumulation of waste (animal, vegetable, yard waste and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, seafood, fowl, birds, fruits, grains, or other animal or vegetable matter including that 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.
- W. 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 of Louisiana to be "hazardous" as that term is defined by or pursuant to federal, state, or city legislation and regulations.

- X. Litter – This term refers to spilled refuse around waste containers generated as a consequence of providing Solid Waste Collection Services.
- Y. Public Facilities – The public facilities for which the Contractor shall provide solid waste collection services.
- Z. Refuse – This term shall refer to residential and commercial garbage and rubbish, bulky waste, and construction debris generated at a residential or commercial unit unless the context otherwise requires.
- AA. Residential Refuse – All refuse generated by a producer in a residential unit.
- BB. Residential Unit – A single up to four plex dwelling within the limits of the City occupied by a person or group of persons.
- CC. Rubbish – All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, leaves, dead trees and branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, 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, or hazardous waste.
- DD. Semi-Automated Curbside Collection – Curbside collection of solid waste from residential and small business units utilizing a semi-automated equipped refuse truck and employing a hydraulic tilt to grab, lift and tilt a standardized collection Cart. The hydraulic tilt dumps the Cart and afterwards places the Cart on the ground. A laborer manually retrieves the collection Cart and attaches the Cart to the lifting mechanism. Once the Cart is emptied into the truck, the laborer returns the Cart to its original position.
- EE. Small Business – A commercial establishment that generates no more than ninety gallons of solid waste each regular collection.
- FF. Solid Waste – This includes all wastes specified: bulky waste, construction debris, garbage, refuse, and residential and commercial refuse, rubbish and yard waste.
- GG. Truck Hours – The number of hours from dispatch to return applied in the assigned purpose.
- HH. Unit Price Work – Work to be paid for on the basis of unit prices.
- II. West Bank – The area of the City that is bounded by the right descending bank of Mississippi River, Jefferson Parish, and Plaquemines Parish.
- JJ. Yard Waste – Tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, Christmas trees and related organic matter.

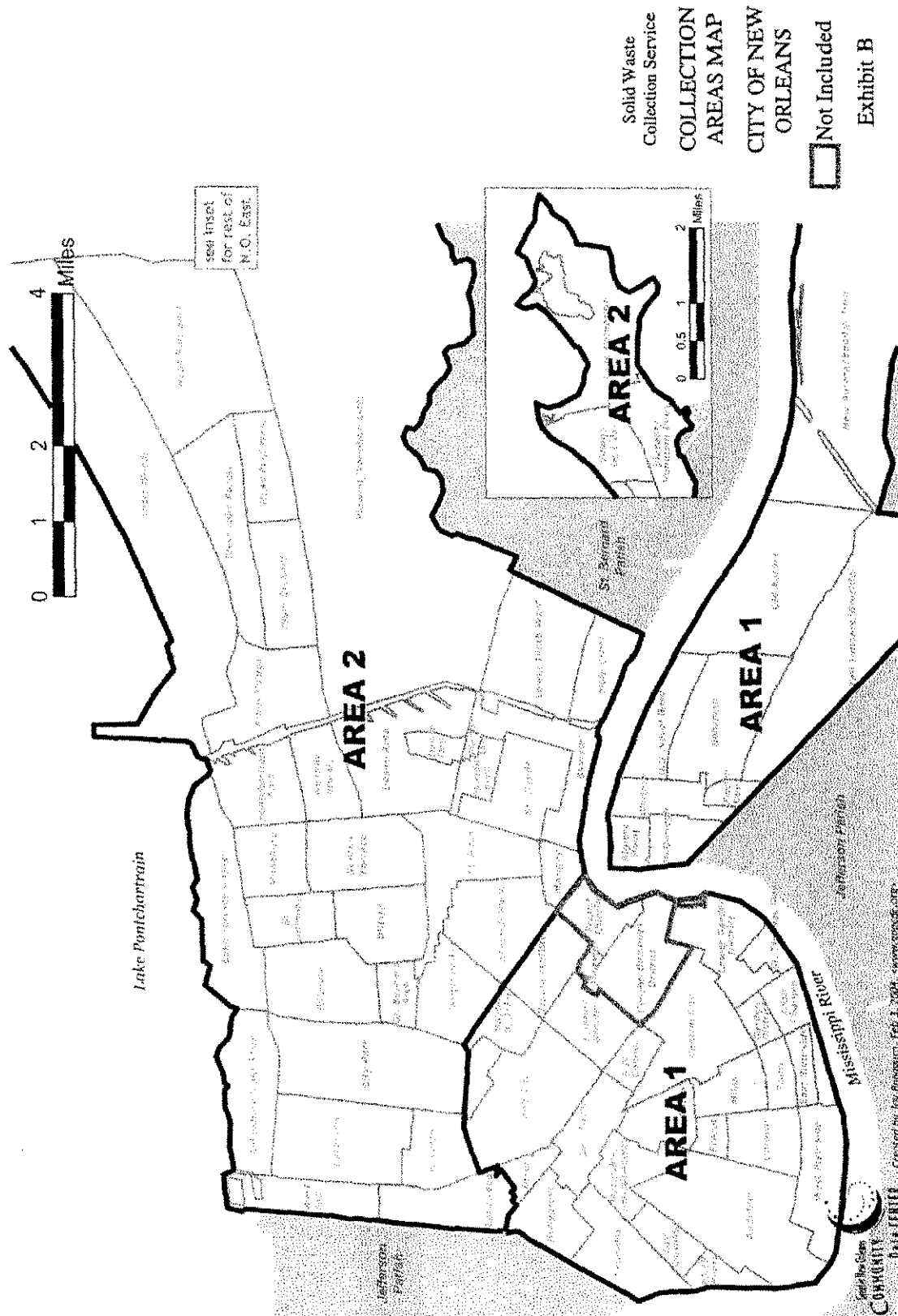


EXHIBIT A-2 COLLECTION AREA 2

COMPLETE IN INK

Bidder Information:

Business Name: <u>Metro Disposal, Inc.</u>	Business Tax ID No: <u>72-1134884</u>
Business Address: <u>2500 Joseph Street</u> <u>Harvey, LA 70058</u>	Louisiana's Contractor's License No. <u>31964</u>
Business Phone: <u>504-368-4333</u>	Business Fax No: <u>504-365-1762</u>
Business E-mail: <u>jimmie.metro@usa.net</u>	

By:

 Signature


The Bidder agrees to use its Best Efforts to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.

Jimmie M. Woods
Printed Name

President
Printed Title

August 24, 2006
Date

Bidder Acknowledges Receipt of Addenda

By initialing below,	One (1)	Two (2)	Three (3)
Bidder acknowledges receipt of addenda issued			

Bid is valid for NINETY DAYS after the bid deadline.

ATTACH EVIDENCE OF THE SIGNING PERSON'S AUTHORITY TO ENTER THE BID ACCORDING TO LA. R. S. 38:2212.A.(1)(C).

(NOTE: Unit numbers provided by the City of New Orleans on this Form may not represent actual unit numbers. These unit numbers are to be used for Bid purposes only.)

ITEM 1. TWICE PER WEEK AUTOMATED AND SEMI-AUTOMATED CURBSIDE COLLECTION FOR COLLECTION AREA 2

RESIDENTIAL AND SMALL BUSINESS UNITS (Single up to four plex residences).
Provide twice per week curbside collection service as defined in Section 3 and the Contract Documents:

1.A. Number of Residential Units and Small Business Units served: 40,000

1.B. Collection cost per Unit per month: 18.15

1.C. Service Fee per Month (A x B): 726,000

ITEM 1. Total Annual Bid Price for Curbside Collection (C x 12): \$712,000 (in Figures)

eight million seven hundred and twelve thousand (in Words)

Additional Carts for Households Receiving 95-gallon Cart:

Additional 95-gallon Cart – twice per week collection (per Cart per Month) 18.15

Optional Cart Sizes in lieu of 95-gallon Cart:

Optional 60-gallon Cart – Twice per Week Collection (per Unit per Month) 16.75

Optional 30-gallon Cart – Twice per Week Collection (per Unit per Month) 13.75

ITEM 2. COLLECTION OF SOLID WASTE FROM LITTER CANS IN COLLECTION AREA 2

LITTER CANS. Provide three (3) times a week collection service:

2.A. Number of Litter Cans served: 350

2.B. Collection cost per Litter Can per month: 7.00

2.C. Service Fee per Month (A x B): 2,450.00

ITEM 2. Total Annual Bid Price for Collection of Solid Waste from Litter Cans (C x 12): 29,400 (in Figures)

twenty nine thousand and four hundred dollars ⁰⁰/₁₀₀ (in words)

ITEM 3. SCHEDULED EVENT CLEAN-UP. Provide service if requested by the City:

A. Number of Hours per Truck used: 200

B. Number of Trucks per Year: 10

C. Service Fee Per Truck per Hour : 150

ITEM 3 Total Annual Bid Price for Scheduled Event Clean-up (A x B x C): 300,000⁰⁰ (in Figures)

three hundred thousand dollars ⁰⁰/₁₀₀ (in Words)

ITEM 4. COLLECTIONS OF SOLID WASTE PRODUCED BY EMERGENCIES. Provide service if requested by the City:

A. Number of Tons Per Year: 15,000

D. Service Fee Per Ton : 60

ITEM 4. Total Annual Bid Price for collections of Solid Waste Produced by

Emergencies

(A x B): 900,000 (in Figures)

nine hundred thousand dollars ⁰⁰/₁₀₀ (in Words)

TOTAL ESTIMATED ANNUAL AMOUNT OF BID – COLLECTION AREA 2 (ITEMS 1, 2, 3 AND 4, INCLUSIVE)

9,941,400.00 Dollars and _____ cents;

\$ nine million nine hundred and forty one thousand and four hundred dollars ⁰⁰/₁₀₀ per year for Solid Waste Collection Services for Collection Area 2.



2500 JOSEPH ST. • HARVEY, LA 70058
FAX 504-365-1762

RESOLUTION

BE IT RESOLVED that I, Glenn H. Woods do hereby certify that I am the duly elected Vice President/Secretary of Metro Disposal, Inc.

BE IT RESOLVED that the President, Jimmie M. Woods, is hereby authorized to submit proposals, quotes and execute contracts on the behalf of Metro Disposal, Inc.

BE IT RESOLVED that this resolution is in full force and does not have an expiration date.

DATED: 8-23-06

SIGNATURE: [Signature]

TITLE: Vice President



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Metro Disposal, Inc.
2500 Joseph Street Harvey, LA 70058

as Principal, hereinafter called the Principal, and Bond Safeguard Insurance Company
1919 S. Highland Ave., Bldg. A, Ste. 300 Lombard, IL 60148

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of New Orleans
1300 Perdido St. Rm W07 New Orleans, LA 70112

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
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 Curbside Collection of Solid Waste for the City of New Orleans, Louisiana- Collection Area 2

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 24th day of August, 2006

(Witness)

Metro Disposal, Inc.

(Principal)

(Seal)

By:

(Title)

Melissa Schmidt

(Witness)

Bond Safeguard Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact

Jennifer J. McComb

(Title)

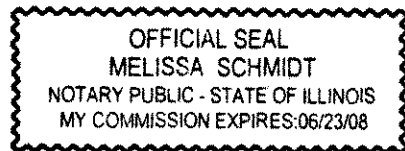
STATE OF Illinois
COUNTY OF Dupage

I, Melissa Schmidt Notary Public of Dupage County,
in the State of Illinois, do hereby certify that Jennifer J. McComb
Attorney-in-Fact, of the Bond Safeguard Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Bond Safeguard Insurance Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont
in said County, this 24th day of August A.D., 2006

Melissa Schmidt
Notary Public Melissa Schmidt

My Commission expires: June 23, 2008



AO 44414

POWER OF ATTORNEY
Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Irene Diaz, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, ***

Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.

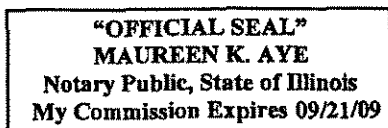



BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.





Maureen K. Aye
Notary Public

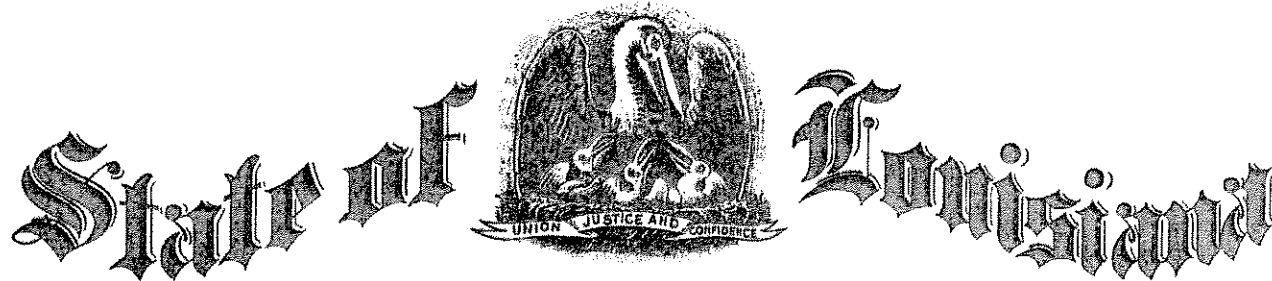
CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 24TH Day of AUGUST, 20 06




Donald D. Buchanan
Secretary



State Licensing Board for Contractors

This is to Certify that: METRO DISPOSAL, INC.
2500 Joseph Street
Harvey, LA 70058

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE
CONSTRUCTION; SPECIALTY: NON-HAZARDOUS WASTE TREATMENT & REMOVAL



until December 31, 2006, when this certificate expires.

Witness our hand and seal of the Board dated,
Baton Rouge, La. 1st day of January 2006.

Charles A. MacCamy
DIRECTOR

Bo E. Talley
CHAIRMAN

No. 31964

This License Is Not Transferrable *Danald H. Sampson*
SECRETARY-TREASURER

RECD 10/5/06

City of New Orleans

DEPARTMENT OF SANITATION

1340 POYDRAS ST., SUITE 750

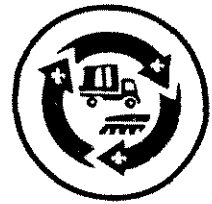
NEW ORLEANS, LA 70112

(504) 658-3800

FAX (504) 658-3801



C. RAY NAGIN
Mayor



VERONICA T. WHITE
Director

To: Andrea Cohn, Purchasing Administrator

From: Veronica T. White, Director of Sanitation

Date: September 25, 2006

Re: Bid Proposal No. 3001-00092

I have reviewed the bid for Curbside Collection of Solid Waste Area II. I recommend Metro Disposal, Inc. as being the lowest responsible bidder.


ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/19/2006
PRODUCER (504)581-3334 FAX (504)587-0766 Gillis, Ellis & Baker, Inc. 1615 Poydras Street Suite 600 New Orleans, LA 70112-1238		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Metro Disposal, Inc. Glen Woods 2500 Joseph Street Harvey, LA 70058		
		INSURERS AFFORDING COVERAGE
		INSURER A: Clarendon America Ins. Co. NAIC # 43095
		INSURER B: Lexington Ins Co 19437
		INSURER C: Louisiana Workers Comp Corp.
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	SHV055529	10/19/2006	10/19/2007	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				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ INCLUDED
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	DSA019974	10/19/2006	10/19/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				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						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	6760831	06/07/2006	05/30/2007	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 5,000					\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	109616	12/09/2005	12/09/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional insured and Waiver of Subrogation endorsements with regards to the Automobile and General liability policies as per written contract with the insured.

CERTIFICATE HOLDER Director, Department of Sanitation, City of New Orleans 1300 Perdido Street #1W03 New Orleans, LA 70112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Michael Glapion/DL 
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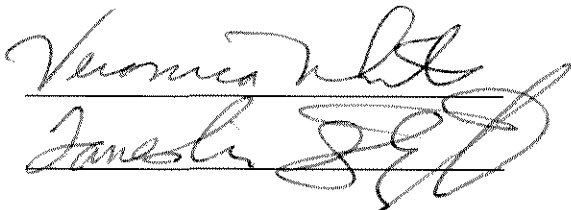
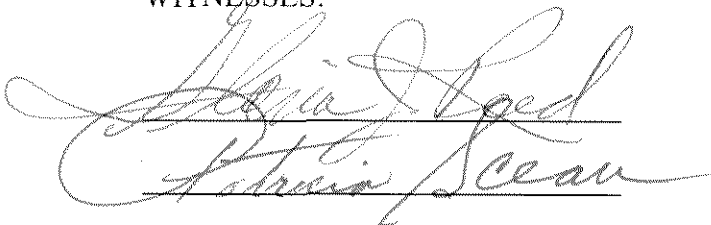
said contract to the City of New Orleans, free from any and all such claims, liens and expenses, then, this said bond shall become null and void, otherwise to remain in full force and effect.

No modifications, omissions, additions, in or to the terms of said contract, in the plans or specifications, or in the manner and mode of payment, shall in any manner affect the obligations of the undersigned Surety in connection with the aforesaid contract.

The Contractor and its Surety consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans, and formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor and Surety, under any applicable bond, as well as all pleas of discussion between the Contractor and Surety under any applicable bond.

IN WITNESS WHEREOF the parties hereto have made and executed this contract effective the day and year first above written:

WITNESSES:




FORM AND LEGALITY APPROVED


LAW DEPARTMENT
CITY OF NEW ORLEANS

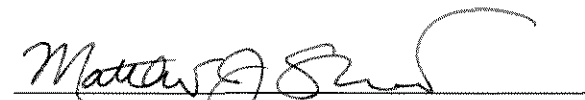
CITY OF NEW ORLEANS


By: C. RAY NAGIN, MAYOR

METRO DISPOSAL, INC.


By: JIMMIE M. WOODS, PRESIDENT
Tax ID No.

**AMERICAN CONTRACTORS
INDEMNITY COMPANY**


By: MATTHEW J. SEMERARO
Attorney in Fact

American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor Los Angeles, California 90045



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,
Matthew J. Semeraro of Kennesaw, Georgia

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ *****Unlimited*****. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15th day of December, 2003.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By:

Robert F. Thomas
Robert F. Thomas, Chief Executive Officer

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 15th day of December 2003, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah Reese
Signature of Notary
My Commission expires March 18, 2007



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 9TH day of NOVEMBER, 2006.

Bond No. 243854

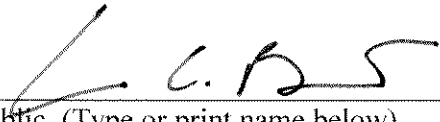
Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary

Agency No. #9028

STATE OF Georgia)
COUNTY OF Cobb)

BEFORE ME personally appeared Matthew J. Semeraro, to me well known and known by me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same for the purposes herein expressed.

WITNESS my hand and official seal this 9th day of November, 2006.



Notary Public (Type or print name below)

My commission expires 10/26/09.

INDIVIDUAL ACKNOWLEDGEMENT

**CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
TAX CLEARANCE AUTHORIZATION**

1300 Perdido St., Room 3E06, New Orleans, LA 70112, Fax (504) 658-1706

FOR CITY OF NEW ORLEANS USE ONLY		TRACKING NO.
RECEIVED BY FINANCE DEPT. ON: _____		
FROM: _____	PHONE _____	
TO REVENUE ON: _____	BY: _____	
TO TREASURY ON: _____	BY: _____	
TO DIRECTOR ON: _____	BY: _____	
COMPLETED & RECEIVED BY DEPT. FINANCE ON: _____		
DEPT. OF LAW RECEIVED ON: _____	BY: _____	

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

► A SEPARATE TAX CLEARANCE AUTHORIZATION IS REQUIRED FOR EACH CONTRACT

► IF THIS AUTHORIZATION IS NOT SIGNED AND DATED, IT WILL BE RETURNED

Taxpayer Information

TYPE OF BUSINESS:

Solid Waste Disposal

BUSINESS NAME:

Metro Disposal, Inc.

OWNER'S NAME:

Jimmie M. Woods

BUSINESS ADDRESS:

2500 Joseph Street

Harvey, LA 70058

MAILING ADDRESS:

2500 Joseph Street

Harvey, LA 70058

CONTACT TELEPHONE:

(504)368-4333

FAX NUMBER:

(504)365-1762

E-MAIL ADDRESS:

jimmie.metro@usa.net

Name Of Contracting Department:

PRINT NAME: Jimmie M. Woods

TITLE: President

REAL ESTATE TAX NUMBER:

(IF KNOWN)

PERSONAL PROPERTY TAX NUMBER:

(IF KNOWN)

**SALES TAX/OCCUPATIONAL LICENSE
NUMBER:**

(IF KNOWN)

102606043

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS/IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

Romy S. Samson 11/13/06
COLLECTOR OF REVENUE DATE

I HEREBY ASSERT THAT THE DELINQUENCY IS/IS NOT REMEDIED.

Romy S. Samson 11/13/06
COLLECTOR OF REVENUE DATE

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS/IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

Michael J. Carlson 11/13/06
TREASURY CHIEF DATE

I HEREBY ASSERT THAT THE DELINQUENCY IS/IS NOT REMEDIED.

Michael J. Carlson 11/13/06
TREASURY CHIEF DATE

I attest that the taxpayer named above is/is not delinquent in any taxes owed to the city.

[Signature]
DIRECTOR OF FINANCE

11/13/06
DATE