

RESIDENTIAL RECYCLING AGREEMENT

This Residential Recycling Agreement (“Agreement”) is entered into as of the ____ day of _____, 2021, between the City of Shreveport, Louisiana (“City) and C Edwards Concepts, LLC. (“Contractor”).

WITNESSETH:

WHEREAS, City desires to grant to the Contractor the exclusive right to operate and maintain the service of residential houses, residences, and authorized commercial establishments customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Shreveport, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of residential houses, residences, and authorized commercial establishments customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Shreveport, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Contract Documents. The following documents shall be referred to as the “Contract Documents”, all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - a. This Agreement.
 - b. Contractor’s Proposal for the Request for Proposal (the “RFP”) for household curbside recycling Set Rate Service dated 12/29/2020.
 - c. The RFP
 - d. Exhibit “A”
 - e. In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract document “A” having the first priority and Contract Document “C” having the last priority.
- II. Definitions. Capitalized terms in this Agreements shall have the following meanings:
 - a. Collection: The aggregation and transportation of Recyclable Materials from a place at which it is generated and including all activities up to the time when it is delivered to a Materials

Recovery Facility.

- b. Collection Hours: Shall mean the time period during which collection of Recyclable Material is authorized in the City. Contractor shall not start collections before 7 a.m. on a collection day.
- c. Contaminated Material: Shall mean all material collected by the recycling vehicles that is not considered Recyclable Material as defined in this contract. Contaminated Materials including but not limited to: garbage, food waste, food tainted items, pizza boxes, egg cartons, wax-coated cartons, ice-cream cartons, aluminum foil, Styrofoam cups and plates, aerosol cans, propane tanks, and helium tanks.
- d. Hazardous Waste: Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- e. Materials Recovery Facility (MRF): A recycling facility in which Recyclable Materials are processed.
- f. Missed Collection: Shall mean the failure of Contractor to provide recycling collection at a designated collection stop within the Collection Hours on the Scheduled Collection Day.
- g. Non-Targeted Materials: Materials that are not Recyclable Materials as defined herein.
- h. Processing: Volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a MRF for transportation or marketing purposes.
- i. Process Residuals: Materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweeping, and rejects from specific processing equipment (e.g. material cleaned from screens, etc.). Process Residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities. Process Residuals does not include glass broken after Collection.
- j. Recyclable Materials: The following items are classified as Recyclable Materials under this Contract: aluminum, steel and tin cans, newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; glass bottles and jars; plastics labeled Nos. 1 through Nos. 7; plastic milk jugs, paper milk cartons and plastic bags,
- k. Scheduled Collection Day: Shall mean the day or days of the week on which recycling collection service by Contractor is to occur, as specified herein.
- l. Unacceptable Waste: Shall mean Non-Targeted Materials and Hazardous Waste.

III. Contract Term. Unless terminated in accordance with Section VIII or IX of this Agreement or extended in accordance with this Section, the term of this Agreement shall expire after a period of

five (5) years of collection, which shall begin on the date of the last signature to this Contract as set out below (the “Contract Term”). The parties may, by written agreement, extend the term of this Contract for (2) two additional three (3) year terms.

IV. Rates.

- a. The following monthly set rate shall apply during the term of the Agreement for residential houses, residences and authorized commercial establishments, estimated 61,000 customers serviced.

Year	Monthly Rate
2021-2026	\$158,333.00

- b. Rate Adjustments. For a renewal term, Contractor may request price increases that are limited to the increase in Contractor’s actual documented cost of doing business or the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the “CPI”).
- c. Changes in Law or Costs. Contractor may at any time request an increase of the rates provided in this Agreement to adjust for any increase in (i) recycling, sorting, processing and related cost or (ii) Contractor’s cost due to changes in Applicable Laws. Contractor may request an increase of rates for reasons other than those set forth above with the City’s consent. The request must be made in writing and provide the reason for the request to increase the rate.
- d. Compensation to Contractor will commence at the end of the first month when recycling services are rendered, necessitating that recycling be physical collected before payment is dispensed to Contractor.
- e. Any provision of the Contract which allows Contractor to charge amounts in excess of those specifically stated in the Contract shall only apply when Contractor has notified City in advance before work is done/charges incurred that such work or circumstances will result in increased charges, and the amount thereof, and the City has agreed in writing to the maximum amount of additional charges.

V. Contractor Operational Obligation.

- a. Collection. Contractor shall provide recycling service to all residential houses, residences, and authorized commercial establishments through curbside collection. Backdoor collection services shall be provided free of charge to handicap residents living alone.
- b. Collection Method. Contractor shall employ single-stream collection of Recyclable Materials, meaning residents will commingle all groups of Recyclable Materials in a lidded, wheeled cart and the Contractor will collect and deliver to a business (MRF) to process the Recyclable Materials in a single stream.
- c. Collection Frequency and Schedule. Contractor will provide recycling BI-WEEKLY

- collection pursuant to routes established pursuant to Section 74-26 of the City of Shreveport Code of Ordinance for the collection of solid waste. Contractor shall provide written notice to each customer of the scheduled collection date and such date shall coincide with the customer's weekly solid waste collection schedule.
- d. Collection Containers. The city will provide, maintain and distribute 64 gallon lidded and wheeled poly carts for collection of Recyclable Materials.
 - e. Ownership of Recyclable Materials. All Recyclable Materials for collection shall remain the responsibility and in the ownership of the resident until handled for collection by Contractor. At the point of collection, the Recyclable Materials become the property of the Contractor. Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of Recyclable Materials from any collection container.
 - f. Procedure for Unacceptable Waste, Materials Outside the Cart and Unreachable Carts.
 - i. At the collection point: If Contractor determines that a resident has set out Unacceptable Waste or Non-Targeted Materials, left Recyclable Materials outside of the cart, or has positioned the cart so that it is unreachable, Contractor shall use the following procedures:
 - 1. Contractor shall place an "education tag" provided by Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
 - 2. The driver shall record the address of educational tags notification.
 - ii. At the processing point: If Non-Targeted Materials or Process Residuals are discovered at the point of processing, the Contractor will remove said materials and dispose of it properly.
 - iii. Title to and liability for Unacceptable Waste shall at no time pass to Contractor.
 - g. Clean Up Responsibilities. Contractor shall adequately clean up any Recyclable Material spilled or blown during the course of collection and/or hauling operations as well as any hydraulic or oil spills from the equipment used to collect the recyclables.
 - h. Non-Completion of Collection and Extension of Collection Hours: Contractor shall inform the City of areas not completed, the reason for non-completion, and the expected time of completion on a daily basis as applicable.
 - i. Holidays: Contractor shall observe the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. In the event a holiday on which no collection is provided occurs on a weekday, the collection for each day of that week after the holiday shall be made one (1) working day later.
 - j. Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the

Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Recyclable Material not collected within one business day after the complaint is received.

- k. Missed Pickups. All missed pick-ups must be resolved within the business day following the complaint, including Saturday.
- l. Publicity, Promotion and Education. The contractor shall publish and distribute public education information, including Media contact, to the public on as-needed basis, as agreed upon by the City and Contractor.
- m. Collection Vehicles. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. All vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

VI. **Performance Assurances.**

- a. Missed Collection. The percentage of Missed Collections of each bi-weekly pickup shall not exceed one percent (1%). A Missed Collection shall be resolved by the next business day, including Saturdays.
- b. Recordkeeping. Contractor shall, upon City request, make reports available to the City setting forth the tonnage of Recyclable Materials collected, the percentage of each material collected and processed under this Agreement.
- c. Maintenance of Financial Records and Audit Clause.
 - i. Contractor shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. Contractor shall retain all of its records and supporting documentation applicable to this Agreement with the City for a period of three (3) years, except as follows:
 - 1. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
 - 2. All such records and supporting documents shall be made available, upon request, for inspection or audit by representatives of City. In the event Contractor's business operations cease to exist, Contractor agrees to turn over to City all of its records relating to this Agreement to be retained by City of the required period.
 - ii. Contractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information City desires concerning Contractor's operations hereunder. City shall provide written notice prior to the execution of the provision. If Contractor or its

records and books are not located within Caddo or Bossier Parish, in the event of an audit, Contractor agrees to deliver the records or have the records delivered to City's designated representative at an address designated by City within the City of Shreveport. If City's designated representative finds that the records delivered by Contractor are incomplete, Contractor agrees to pay City's representative's cost to travel to Contractor's office to audit or retrieve the complete records.

- d. Any requirements of confidentiality contained in the Contract shall be subject to the Public Records Law (La. R.S.44:1.1, et seq) of the State of Louisiana.
- e. Performance Bond. Contractor shall furnish to City a performance bond from a qualified corporate surety acceptable to the City in the amount of \$1.9 million, which represents the total compensation for one year of this Agreement, and in a form approved by the City. The term of the surety bond will be for one year, with the contract to be subsequently evaluated regarding the necessity for the surety bond on a year-to-year basis after the first year. No payment shall be due or made to Contractor until the performance bond has been received and approved by City.

VII. Insurance and Indemnification.

- a. Insurance. Contractor shall maintain the insurance levels as set forth in Exhibit "A"
- b. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, to the extent resulting directly or indirectly from Contractor's negligence or willful misconduct. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the City, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the City, any third party or any other parties indemnified under this Agreement.

VIII. Termination for Cause. Either party may terminate the Agreement if the other party fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after thirty (30) day written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the termination minus any damages and cost incurred by the City as a result of the breach.

IX. Termination for Convenience. This Contract may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The City will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price.

X. Non Appropriation. In the event sufficient funds for the performance of this Agreement are not appropriated or are re appropriated by the City Council of the City of Shreveport in any fiscal year covered by this Agreement, this Agreement may be terminated by the City, without penalty by giving

notice to Contractor of such facts and City's intention to terminate its financial obligation.

- XI. **Assignment and Subcontracting.** Contractor shall not assign, subcontract, convey, or otherwise dispose of this Agreement or permits required for this Agreement without the written permission of the City, which consent shall not be unreasonably withheld.
- XII. **Compliance with Laws, Regulations, and Ordinances.** Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.
- XIII. **Force Majeure.** Contractor shall not be liable for failure to perform Contractor's duties if such failure is caused by catastrophe, pandemic, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of the Contractor. Contractor shall take all such measure as may be necessary to resume services as quickly as possible. Contractor shall take all measures as may be necessary to resume service as quickly as possible should such a failure occur and shall develop contingency plans for such events to ensure any disruption in service is limited.
- XIV. **Miscellaneous Provisions.**
- a. Applicable Law. The laws of the State of Louisiana shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the Parish of Caddo, State of Louisiana regardless of the place of business, residence or incorporation of the Contractor.
 - b. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide Recycling Services under this Agreement.
 - c. Severability. If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
 - d. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail. Postage prepaid, return receipt requested, or delivered personally to:

City: City of Shreveport
Office of the CAO
505 Travis Street, Suite 200
Shreveport, LA 71101

With a copy to:
Office of the City Attorney
City of Shreveport
505 Travis Street, Suite 420
Shreveport, LA 71101

Contractor Address: C. Edwards Concepts, LLC

- e. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement or any waiver, change, modification or discharge is sought.
- f. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties or between the City and the MRF. The contractor shall at all-times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Louisiana or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.
- g. Equal Employment Opportunity. In all hiring or employment made possible by or resulting from this Agreement there: (a) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age or veteran status; and (b) where applicable, affirmative action will be taken to ensure that Contractor's employees are treated during employment without regard to race, color, religion, sex, national origin, handicap, age or veteran status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising lay-off 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, sex, national origin, handicap, age or veteran status.

[Remainder of Page Left Blank Intentionally]
[Signatures and Exhibit "A" appear on the following pages]

WITNESSES:

CITY OF SHREVEPORT

1) _____
_____ **BY:**

Adrian Perkins, Mayor

Print _____
_____ Date:

2) _____

Print _____

WITNESSES:

C. EDWARDS CONCEPTS, LLC

1) _____
_____ **BY:**

Print _____
_____ Print:

Title: _____

2) _____

Print _____
_____ Date:

EXHIBIT "A"

Insurance Requirements

Before an agreement or contract is executed by the City, Your insurance agent must issue a Certificate of Insurance that complies with the terms and coverage(s) herein and the Insurance Certificate must be attached to and included with the AGREEMENT.

1. Coverage and Limits of Liability

CONTRACTOR shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this AGREEMENT and any extensions thereto. Such insurance, at a minimum, must include the following coverage and limits of liability:

1.1. Commercial General Liability Insurance.

Commercial General Liability Insurance in an amount not less than a combined single limit to two million five hundred thousand dollars (\$2,500,000) per occurrence. This policy should be endorsed to include the CITY as an additional insured. It is the intent of the CITY that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than five million dollars (\$5,000,000).

1.2. Comprehensive Auto Liability Insurance.

Comprehensive Auto Liability Insurance, including owned, leased, hired, rented or non-owned automobiles, in an amount not less than three million dollars (\$3,000,000) per person or \$3,000,000 each occurrence or a combined single limit of \$3,000,000 per occurrence. This policy should be endorsed to include the CITY as an additional insured.

1.3. Workers' Compensation Insurance and Employer's Liability Insurance

Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of one million dollars (\$1,000,000). This policy shall contain an Other States Coverage Endorsement. When required by the CITY, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.

2. Subcontractors

If any part of the service(s) specified by this AGREEMENT is sublet, insurance shall be provided by, or on behalf of, the subcontractor to cover its operations, and evidence of such insurance, in the form of a Certificate of Insurance, shall be furnished to the CITY by the CONTRACTOR.

3. Qualified Insurance Carriers All required coverage provided shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best rating of B+VII or better. This rating requirement is waived on the Workers Compensations coverage only. The CITY reserves the right to inspect any and all insurance policies required pursuant to this AGREEMENT, prior to commencement of the services specified in the AGREEMENT and anytime thereafter.

4. **Waiver of Subrogation**

CONTRACTOR and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the CITY, its officers, agents or employees and its insurance companies.

5. **Payment of Insurance Premium and Deductible**

The payment of any deductible specified by such insurance policies shall be the responsibility of CONTRACTOR and will be paid solely by the CONTRACTOR. If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement of waiver sufficient to establish that the Issuer of the policy is entitled to look only to CONTRACTOR for premium payment and has no right to recover premium payment from the CITY.

6. **Notice of Claims**

- 6.1. CONTRACTOR shall promptly notify the CITY if any claim is asserted against the CONTRACTOR wherever such a claim would apply to this coverage. This notification requirement applies to claims resulting from services performed under this AGREEMENT.
- 6.2. The CITY shall give CONTRACTOR prompt notice in writing at the institution of any suit or preceding and permit CONTRACTOR to defend same, and will give all needed information, assistance, and authority to enable CONTRACTOR to do so. CONTRACTOR shall similarly give the CITY immediate notice of any suit or motion filed or prompt notice of any claim arising out of the performance of CONTRACTOR. CONTRACTOR shall furnish immediately to the CITY copies of all pertinent papers and information received by CONTRACTOR.

7. **OSHA Compliance**

CONTRACTOR shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State acts, laws or regulations during the conduct of CONTRACTOR'S performance of this AGREEMENT. CONTRACTOR shall indemnify CITY for fines, penalties, and corrective measures that result from the acts of commission or omission of CONTRACTOR, its subcontractors, its agents, employees and assigns and their failure to comply with such safety rules and regulations.

8. **Certificate of Insurance**

- 8.1. Proof that such insurance coverage exists shall be furnished to the CITY by means of a **Certificate of Insurance** form before any part of the services(s) specified by this AGREEMENT are commenced. The said Certificate shall name the CITY as an additional insured and shall be primary and not contributing with any other insurance available to CITY. CONTRACTOR shall be liable for its subcontractors' insurance coverage of the types and in the amount stated above, and shall furnish the CITY with copies of such subcontractors' Certificates of Insurance.
- 8.2. CONTRACTOR further agrees with respect to the required insurance, the CITY shall:

- a. Be provided with a waiver of subrogation, and
 - b. Be provided with thirty (30) day advance notice, in writing, of cancellation or material change to liability policies.
- 8.3. Each certificate shall bear endorsement or statements in the “Remarks Section” stating the following:
- a. **“The City of Shreveport is an additional primary insured. The insurance company waives any subrogation claims against the City of Shreveport”**
 - b. **“This policy of workers’ compensation protects all members of the insured organization, including and employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees”**
- 8.4. Clearly Indicate Certificate Holder as:

City of Shreveport
505 Travis Street, Suite 620
Shreveport, LA 71101