

EXHIBIT "B"

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA AND REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

This Amendment No. 1 to the Agreement between the City of Coconut Creek, Florida and Republic Services of Florida, Limited Partnership For The Collection of Solid Waste and Recyclable Materials dated September 10, 2019 is made this _____ day of _____, 2021 by and between the City of Coconut Creek, Florida, (the "City"), and Republic Services of Florida, a Limited Partnership (the "Contractor") both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Agreement between the City of Coconut Creek, Florida and Republic Services of Florida, Limited Partnership For The Collection of Solid Waste and Recyclable Materials dated September 10, 2019 ("Agreement") to provide for an amendment to certain provisions within the Agreement related to Recycling Program Materials based on recent changes to market conditions that make source separated recycling collection in the traditional sense impractical; and

WHEREAS, the parties desire to amend the Agreement to provide a new plan for handling Recyclable Materials and include a waiver to permit the Program Materials to be collected, transported and commingled with garbage or rubbish pursuant to Section 14.7 of the Agreement; and

WHEREAS, the parties also desire to amend the Agreement to provide for a temporary increase for one-half (1/2) of the month of March, and the months of April, May

and June, 2020 due to increases in amounts of residential garbage and rubbish as a result of the “Force Majeure” event resulting in various shut downs related to the COVID-19 pandemic, which were not foreseeable at the time of the Agreement was entered and have resulted in more people working and schooling from home and thus an increase in residential, bulk, and construction and demolition waste loads resulting in a one time payment; and

WHEREAS, the City Commission desires to properly balance environmentally sound collection services for the City’s residents and businesses and the desire to reasonably allocate the cost of these services and revise the Exhibits hereto to reflect the new costs; and

WHEREAS, the addition of the Program Materials (Recyclable Materials) to the Garbage Cart will eliminate the need for the White Recycling carts and shall increase the need for additional green Garbage Carts and may require rerouting of existing Garbage Cart collection routes constituting a change in the Agreement; and

WHEREAS, the parties agree to adjust on a yearly basis the payment for Multi-Family Recycling Services and Multi-Family Solid Waste Services; and

WHEREAS, the Contractor shall continue to collect Garbage Carts throughout the City on the existing schedule until such time as the Transition Plan is approved.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend the Agreement as follows:
 - A. To generally delete references to “Source Separated Recyclable Materials” (where applicable) and “Recycling Carts” throughout the Agreement.
 - B. Add Section 5.4, “Contractor’s Transition Plan Amended Services” to read as follows:

5.4 CONTRACTOR’S TRANSITION PLAN AMENDED SERVICES. The Contractor and Administrator have agreed to suspend Sections 10.5, “No Delays

Excused for Fluctuations in Solid Waste Quantities” and Sections, 44.4.2, 44.4.3, 44.4.18, and 44.4.34 until November 1, 2021.

C. Delete Sections 1.76 “Program Materials”, 1.81 “Recycling”, 1.82 “Recycling Cart”, 1.83 “Recycling Container” and 1.99 “Source Separated Recyclable Materials”.

~~1.76 **Program Materials** means Source Separated Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. The Program Materials are identified in Exhibit 9. Reserved.~~

~~1.81 **Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Reserved.~~

~~1.82 **Recycling Cart** means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Program Materials. Reserved.~~

~~1.83 **Recycling Container** means any container approved by the Administrator for the Collection of Recyclable Materials, including Recycling Carts. Reserved.~~

~~1.99 **Source Separated Recyclable Materials** mean Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then Set Out for Collection at that location. Reserved.~~

D. Add Section 1.107, “ Transition Plan” to read as follows:

1.107 Transition Plan means a document describing in detail the service that the Contractor will provide for the Commingled Collection Service for Garbage Carts with routing and scheduled collections. The Transition Plan shall be completed, noticed and implemented by November 1, 2021.

E. Delete Section 7.1.3

~~Source Separated Recyclable Materials shall be collected at Curbside once each week. This service shall be provided to a Customer on the second day each week when the Customer receives Collection Service for Garbage. Reserved.~~

F. Modify Section 7.3.1 as follows:

On and after the Commencement Date, the Contractor shall use Automated Collection Service and Recycling Garbage Carts to collect commingled Source Separated Recyclable Garbage and Recyclable Materials from all Residential Curbside Customers.

G. Modify Section 7.3.2 as follows:

The Contractor shall collect all of the ~~Source Separated Recyclable~~ Material that each Residential Curbside Customer Sets Out in Recycling Garbage Carts. The Contractor is not obligated to collect any ~~Source Separated Recyclable~~ Materials that are placed outside of the Customer's Recycling Garbage Carts.

H. Modify Section 7.3.3 as follows:

~~At a minimum, t~~The Contractor shall collect all of the Program Materials that are accepted and ~~recycled by the Designated Facility for Recyclable Materials at the City's Drop-Off Site(s) and transport them to a City-approved materials facility (Designated Facility) for processing.~~ Exhibit 9 identifies the Program Materials that currently are accepted at the City's Drop-Off Site(s) ~~Designated Facility~~. The Administrator may amend Exhibit 9 whenever: (a) the Designated Facility is changed;

(b) the Designated Facility changes its list of materials it accepts for Recycling; or (c) the Administrator determines it is cost-effective and appropriate to revise the list of Program Materials. The Administrator shall provide written notice to the Contractor at least thirty (30) days before the Administrator amends Exhibit 9. The Administrator shall not add a Recyclable Material to the list of Program Materials in Exhibit 9 if the Designated Facility will not accept and process that material.

I. Delete Section 7.3.4

~~7.3.4 Notwithstanding anything else contained herein, the Administrator may conclude that some Residential Customers shall not receive Collection Service for Recyclable Materials. In such cases, the Administrator shall notify the Contractor that Collection Services for Program Materials shall not be provided to the Designated Customer(s) and the Contractor shall cease providing its Collection Service for Program Materials to those Customers, unless the Administrator instructs the Contractor to resume its Collection Service. Reserved.~~

J. Modify Section 7.4.2 as follows :

If a Residential Curbside Customer places Construction and Demolition Waste from a “do-it-yourself” project at Curbside, the Contractor shall collect the Construction and Demolition Waste ~~as Bulky Waste~~ on the scheduled bulk collection day. However, the Contractor is not required to collect more than ~~two (2)~~ three (3) cubic yards of Construction and Demolition Waste from any Curbside Customer on any Scheduled Bulk Collection Day. The three (3) cubic yard limit only applies to Construction and Demolition Waste and does not limit any other bulky waste items such as furniture, appliances, fixtures, etc. The Contractor also is not required to collect Construction and Demolition Waste that is placed at Curbside by a building contractor, repairman, or other Person working for the Customer. Such materials shall be removed from the Customer’s property by the Customer or the Person that generated the waste materials. If the Contractor elects to leave any Construction and Demolition Waste

at Curbside, the Contractor shall leave a Non-Collection Notice on the remaining material and shall comply with the requirements in Section 15, below. The Contractor shall promptly notify the Administrator if the Contractor believes a Curbside Customer is placing excessive amounts of Construction and Demolition Waste at Curbside and should be using a Mechanical Container for the collection of such waste. For the purposes of this Section 7.4.2, excessive means ~~two (2)~~ three(3) cubic yards or more of Construction and Demolition waste on two (2) or more consecutive weeks.

K. Modify Section 7.5.1 as follows:

The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by Residential Curbside Customers, including Yard Waste that is Set Out in Garbage Carts. For the purposes of this Section 7.5.1, Yard Waste will be limited to six (6) cubic yards per scheduled collection day.

L. Modify Section 7.7.3(b) as follows:

~~The Contractor shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Source Separated Recyclable Materials. The Contractor shall collect all of the Separated Recyclable Materials that are placed into the Customer's Recycling Garbage Carts or Mechanical Containers. The Contractor also shall collect all of the cardboard that is placed next to the Customer's Recycling Containers. Source Separated Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling.~~

M. Modify Section 9.1 "Schedules and Routes" as follows:

9.1 SCHEDULES AND ROUTES

The Contractor shall establish Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. Subject to these considerations, the Contractor shall attempt to ensure that the Contractor's

Collection Plan minimizes the changes to the Collection schedules and Routes used for Residential Customers before the Commencement Date.

The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste and Source Separated Recyclable Materials generated outside of the Service Area (e.g., in the unincorporated area of Broward County or in another municipality).

The Contractor shall submit its proposed Collection Routes and schedules to the Administrator as part of the Contractor's Collection Plan. (See Section 5.2(a) and Section 23.) The proposed Routes and schedules shall be subject to the Administrator's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved Routes and schedules in the Collection Plan. However, the Administrator may waive one or more of the requirements in this Section 9.1 if the Administrator concludes a waiver is in the public interest.

The Contractor shall submit its proposed Collection Routes and Schedules for the Contractor's Transition Plan to the Administrator as referenced in Section 5.4, "Contractor's Transition Plan Amended Services", for approval. After approval is granted by the City, the Contractor shall allow for a sixty (60) day resident notification period and immediately begin providing collection services in accordance with the approved Routes and Schedules in the Transition Plan upon completion of the sixty(60) day notification period, which shall occur no later than November 1, 2021.

N. Modify Section 10.3 "Public Notice of Changes" as follows:

PUBLIC NOTICE OF CHANGES

If the Administrator approves a change in the Contractor's schedules or Routes, the Contractor shall provide all affected Customers with notice of the change and shall

comply with the applicable requirements in Section 35, below, unless a different notice is approved by the Administrator.

Notwithstanding anything in this Section or in Section 35 “Public Notices”, the City shall be responsible for notifying the residential customers of the routes and reroutes that arise from this Amendment.

O. Modify Section 10.5, “No Delays Excused for Fluctuations in Solid Waste Quantities” as follows:

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Source Separated Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

Notwithstanding anything else contained in this Section , the City and the Contractor agree from the date of adoption of this Amendment until the Transition Plan is completed and in effect pursuant to Section 5.4 “Contractor’s Transition Plan Amended Services”, Contractor will not be subject to administrative charges in Sections 44.4.2; 44.4.3 and 44.4.18 due to the change in solid waste quantities collected by placing the Program Materials in the Garbage Cart provided that the Contractor notifies City that they won’t be able to complete the route prior to the end of the business day on which such incident will occur and the route is completed prior to 12:00 p.m. the next business day.

P. Delete Section 14.6.

~~14.6 The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste. Reserved.~~

Q. Delete Section 15.3:

~~15.3 The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the Customer's Recycling Container or doorknob, explaining why the material was not collected. Reserved.~~

R. Modify Section 15.7 as follows:

The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Residential Customer routinely places: (a) Garbage-filled Plastic Bags outside of their Garbage Cart; or (b) Solid Waste from a business or commercial enterprise at Curbside; ~~or (c) Solid Waste or other non-conforming Material in their Recycling Container.~~

S. Modify Section 19.4 as follows: "The Designated Facility for ~~Source Separated Recyclable~~ all Materials in Garbage Carts is the ~~WMIF Sun 11 facility located at 1750 S.W. 43rd Street, Deerfield Beach, Florida 33442 (approximately 2.8 miles from City Hall).~~ the transfer station at the Wheelabrator North Broward resource and recovery facility, which is located at 2600 Wiles Road, Pompano Beach, Florida 33073 (approximately 2.5 miles from City Hall)."

T. Delete Section 21.1(f)

~~21.1(f) Any Recyclable Material that a Residential Customer generates and separates from their Solid Waste for Recycling, if that type of Recyclable Material is not recycled at the Designated Facility. Reserved.~~

U. Delete Section 25 “Compaction of Recyclable Materials”.

~~25. **Compaction of Recyclable Materials** The Contractor may compact Source Separated Recyclable Materials while they are on board the Contractor’s vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Source Separated Recyclable Materials. If the compaction process or density adversely affects the marketability of the Source Separated Recyclable Materials, as determined by the Administrator, the maximum allowable density may be reduced by the Administrator. There shall be no adjustment to the Rates if the Administrator exercises the City’s right to reduce the maximum allowable density. In any vehicle used for the Collection of Program Materials, the compaction pressure in the compartment used to store glass shall not exceed fifty (50) pounds per square inch. This limit is intended to minimize the potential for breaking glass bottles and containers. This limit may be revised or eliminated by the Administrator if the Administrator concludes the limit is unduly restrictive (e.g., the City no longer collects glass for recycling). Reserved.~~

V. Delete Section 26.1.2

~~26.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste. Reserved.~~

W. Delete Section 26.1.3

~~26.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag. Reserved.~~

X. Modify Section 26.2.3 as follows:

Residential Curbside Customers shall Set Out their ~~Source Separated~~ Recyclable Materials at Curbside in a Recycling ~~the provided~~ Garbage Carts.

Y. Modify Section 26.2.4 as follows:

Each Residential Curbside Customer shall place their ~~Garbage, Rubbish, Yard Waste, Bulky Waste and Source Separated Recyclable Materials~~ Garbage Carts at the Curbside before 7:00 a.m. on the Scheduled Collection Day for such materials. Yard Waste, Bulky Waste and Construction and Demolition Waste shall also be placed at the Curbside before 7:00 a.m. on their Scheduled Collection Day.

Z. Modify Section 26.3.1 as follows:

Each Residential Customer that uses Mechanical Containers shall comply with the following Set Out procedures: ~~(a)~~ Garbage, and Rubbish and Recyclable Materials shall be placed in a Mechanical Container located on the Customer's Premises; ~~and~~ (b) ~~Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.~~

AA. Modify Section 26.3.2 as follows:

The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) ~~and Recycling Container(s)~~ that will be used by the Customer. These locations are subject to the Administrator's approval.

BB. Modify Section 27.1.1 "General Requirements for Garbage Carts and Recycling Carts" as follows:

27.1.1 General Requirements for Garbage Carts and Recycling Carts – The City's prior franchisee purchased and distributed Garbage Carts and Recycling Carts to the Residential Curbside Customers in the Service Area. All of these Garbage Carts and

Recycling Carts are and shall remain the property of the City.

The Contractor shall purchase all of the Garbage Carts and Recycling Carts that the Contractor is required to provide pursuant to this Section 27. The Contractor shall provide carts for New Customers, and shall replace carts of Existing Customers, on an as-needed basis. The new Garbage Carts and Recycling Carts shall be stored, stockpiled, assembled, and delivered in compliance with the requirements in this Agreement. Each Garbage Cart and ~~Recycling Cart~~ shall be approximately sixty-four (64) gallons in capacity, unless the Administrator determines that some or all of the carts shall be a different size (i.e., approximately thirty-two (32) gallons or ninety-six (96) gallons). Upon termination or expiration of this Agreement, all Garbage Carts and Recycling Carts held in the Contractor's inventory for the City (e.g., carts that are hot-stamped or labeled with the City's name or logo) shall be delivered to the City. Title to all of the carts in the Contractor's inventory for the City, and title to all of the carts delivered to the Customers, shall be transferred automatically to the City, without further action by either Party, upon the expiration or termination of this Agreement. At that time, the Contractor shall deliver any carts in its inventory to a location in the City designated by the Administrator. All Recycling Carts shall be collected by the City and stored on City Property by the time Transition as referenced in Section 5.4 has been completed.

CC. Modify Section 27.1.2 "New Garbage Carts and Recycling Carts for New Customers" as follows:

27.1.2 New Garbage Carts for New Customers – The Contractor shall purchase, assemble, and deliver one new Garbage Cart and ~~one new Recycling Cart~~ to each Person that becomes a New Residential Curbside Customer on or after the Commencement Date. The Carts shall be delivered within two (2) Operating Days after the New Customer or the Administrator requests the Contractor to deliver the Carts. Each Garbage Cart and ~~each Recycling Cart~~ shall have a capacity of

approximately sixty-four (64) gallons, unless the Administrator authorizes or requires the delivery of different sizes.

DD. Modify Section 27.1.3, "Garbage Carts and Recycling Carts for Existing 27.1.3 Residential Curbside Customers" as follows:

Garbage Carts for Existing Residential Curbside Customers. The Contractor shall purchase, assemble, and deliver: (a) new or refurbished Garbage Carts ~~and Recycling Carts~~ to Residential Curbside Customers whose carts were stolen, or damaged or worn beyond repair; (b) new Garbage Carts ~~and Recycling Carts~~ for Customers that wish to purchase an additional cart pursuant to Section 39.10, below; and (c) new or refurbished Garbage Carts for each Customer that wishes to exchange their cart pursuant to Section 27.4, below. For the purposes of this Section 27.1.3, a "refurbished" cart or bin means a cart or bin that was cleaned and repaired to "like new" condition.

With regard to stolen and damaged carts, the Contractor must provide one replacement Garbage Cart ~~and one replacement Recycling Cart~~ to each Residential Curbside Customer. These replacements will be provided without charge to the City or the Customer.

The right to receive one free replacement Garbage Cart ~~and one free replacement Recycling Cart~~ shall be linked to each Dwelling Unit—i.e., the right to receive the free replacements at a Dwelling Unit shall be renewed whenever a new Person moves into that Dwelling Unit. For example, if a hypothetical Customer named Smith received free replacement carts while living at 123 Madison Avenue and then moved to 456 Rosehill Drive, the next Person moving into 123 Madison Avenue would be entitled to receive free replacement carts, and Smith would be entitled to receive free replacement carts at 456 Rosehill Drive.

With regard to stolen and damaged carts, the Contractor may charge a fee for providing replacement carts only if a Residential Curbside Customer already has received free replacement carts and then that Customer requests additional carts, all while living in the same Dwelling Unit. In such circumstances, the Customer shall purchase the new carts pursuant to Section 39.10, below. The fee for a new Garbage Cart ~~or Recycling Cart~~ shall not exceed Fifty Dollars (\$50) per cart and the fee for delivering carts shall not exceed Twenty-Five Dollars (\$25) per delivery. No delivery fee shall be charged if the Customer picks up the carts at the Contractor's local office.

Although the Contractor must replace individual Garbage Carts ~~and Recycling Carts~~ that are worn beyond repair, nothing herein shall be construed to require the Contractor to replace all of the Garbage Carts ~~and Recycling Carts~~ used by all of the Residential Curbside Customers in any subdivision or in the entire Service Area. If the City decides to replace all of the carts used in a subdivision or all of the carts used in the City, the City shall purchase the replacement carts.

EE. Modify Section 27.1.4 "Additional Garbage Carts and Recycling Carts for the City" as follows:

Additional Garbage Carts for ~~and Recycling Carts~~ for the City. With regard to each shipment of carts, the Administrator shall designate: (a) the deadline for the delivery of the carts; (b) the location in the City where the carts shall be delivered; (c) the technical specifications for the carts, pursuant to Section 27.5, below; (d) the size(s) of the carts to be delivered; and (e) the number of Garbage Carts ~~and the number of Recycling Carts~~ to be delivered.

The Contractor shall work closely with the Administrator to ensure the Contractor has a sufficient supply of carts in its inventory at all times. If the Contractor distributes all of the carts in its inventory, but needs more to satisfy its obligations under this Agreement, the Contractor shall purchase additional Garbage Carts for the

City. The Contractor shall be paid for such carts pursuant to Section 39.10, below. Notwithstanding anything else contained herein, the City shall be responsible for Recycling Carts collected pursuant to the Transition Plan for the commingling of Program Materials (Recyclable Materials) with Garbage and Rubbish and for the duration the Transition Plan as referenced in Section 5.4.

FF. Modify Section 27.3.1, "Garbage Carts and Recycling Carts" as follows:
"Garbage Carts and Recycling Carts— Each Customer shall be responsible for storing their Garbage Carts ~~and Recycling Carts, if any~~. The Contractor shall be responsible for purchasing, distributing, and replacing certain Garbage Carts ~~and Recycling Carts~~ pursuant to this Section 27, including Sections 27.1.2 and 27.1.3, above. The Contractor shall be responsible for the storage of all carts that the Contractor purchases to satisfy its obligations under this Agreement, until the carts are delivered to Customers except as set forth in Section 27.1.4., "Additional Garbage Carts and Recycling Carts for the City."

GG. Modify Section 27.4 "Exchange of Carts and Containers" as follows:
27.4 EXCHANGE OF CARTS AND CONTAINERS Subject to the conditions herein, the Garbage Carts ~~and Recycling Carts~~ provided by the Contractor to Residential Curbside Customers pursuant to this Agreement shall be approximately sixty-four (64) gallons in size. However, the Administrator may authorize or require the Contractor to provide carts that are a different size (i.e., approximately thirty-five (35) gallons) to an individual Customer or a specific subdivision in cases where the Administrator concludes it would cause a hardship or otherwise be inappropriate to use a larger cart.

Subject to the conditions herein, the Contractor shall deliver a different Garbage Cart ~~or Recycling Cart and or Recycling Cart~~ to any Customer that wishes to exchange their cart for one that is a different size. A New Residential Curbside Customer shall

be allowed to exchange their Garbage Cart ~~and/or Recycling Cart~~ for a different size, without paying any fee, one time only, if the Customer delivers a written request for an exchange to the Contractor within ninety (90) days after the Customer receives the cart(s). In such cases, the Contractor shall deliver a different Garbage Cart ~~and/or Recycling Cart~~ to the New Customer within fourteen (14) calendar days after receiving the Customer's request. If a Residential Curbside Customer fails to deliver a timely written request to the Contractor, or if the Customer already has exchanged their cart(s) before, the Contractor may charge a delivery fee for exchanging the Customer's cart and delivering it to the Customer's Premises. However, the Contractor shall not charge a delivery fee if a Residential Curbside Customer delivers their cart to the Contractor's local office.

The Contractor shall exchange a Mechanical Container when requested by the City or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested container within two (2) Operating Days after receiving the request. There shall be no charge for exchanging a Mechanical Container.

HH. Modify Section 27.5 "Technical Specifications for Collection Containers" as follows:

27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.5.1 Garbage Carts and Recycling Carts – The Garbage Carts ~~and Recycling Carts~~ provided by the Contractor shall comply with the size, color, and technical specifications established by the Administrator. In general, the carts shall: (a) have a nominal rated capacity of approximately ninety-six (96), sixty-four (64), or thirty-five (35) gallons, as applicable; (b) be hot-stamped or labeled with the City's logo, in accordance with the specifications provided by the Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and

CODING: Words in *struck through* type are deletions from existing text.
 Words in underscored type are additions to existing text.
 A line of *** indicates existing text not shown.

which shall be adorned with informative stickers or decals, as specified by the Administrator.

Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling, ~~but the color of Garbage Carts shall be different than the color of the Recycling Carts.~~ More specifically, the Garbage Carts for Single Family Dwellings shall be green, ~~the Recycling Carts for Single Family Dwellings shall be white, and the however existing blue carts for Multi-Family Dwellings shall be blue~~ remain until such time that replacement is necessary, in which case the replacement shall be green.

Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Administrator's approval. The Contractor shall provide the Administrator with the manufacturer's specification sheets for the ~~Recycling Carts and~~ Garbage Carts, before the Contractor orders the carts from the manufacturer.

27.5.2 Minimum Warranty for Carts – Each Garbage Cart ~~and Recycling Cart~~ shall be protected by a manufacturer's warranty with a duration of at least ten (10) years. The warranty shall explicitly provide that the warranty is transferable to the City and enforceable by the City, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Administrator before the carts are ordered by the Contractor. The Contractor shall comply with the requirements in Section 10 of Exhibit 10 (Specifications for Garbage Carts ~~and Recycling Carts~~) concerning warranties.

27.5.3 Minimum Specifications for Carts – The Garbage Carts ~~and Recycling Carts~~ provided by the Contractor pursuant to this Agreement shall, at a minimum, comply

with the requirements set forth in Exhibit 10 (Specifications for Garbage Carts and Recycling Carts), unless the City waives a requirement in writing.

27.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Administrator. Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use or they are open top Roll-Off Containers used for the Collection of Construction and Demolition Waste. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Administrator or a Customer. ~~Mechanical Containers used for Recycling shall be painted a different color than Mechanical Containers used to collect Garbage and Rubbish. In the alternative, Mechanical Containers used for Recycling shall have distinctive labeling or other features to readily identify their use for Recycling.~~ The colors and labeling for such Mechanical Containers shall be subject to the approval of the Administrator. Upon request, the Contractor shall provide the Wynmoor Community with Mechanical Containers made from plastic, rather than metal.”

II. Modify Section 34.4.1 as follows:

The Contractor shall submit a quarterly report to the Administrator no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste; Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility as collected from the City’s Drop-Off Site(s); (c) the amount of Solid Waste and Source

Separated Recyclable Material (if any) delivered to other facilities; (~~ed~~) the number of Missed Collections; (~~de~~) a summary of each accident involving personal injuries or property damage; (~~ef~~) the total number of Legitimate Complaints; and (~~fg~~) the total number of Garbage Carts and the total number of Recycling Carts, each broken down by size, that were delivered to Customers during the quarter.

JJ. Modify Section 34.2.3, "Recyclable Materials Log".

34.23 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials it collects ~~in the service area~~ from the City's Drop-Off Site(s) pursuant to this Agreement, including the materials collected for the City pursuant to Section 36. The records shall identify the amount of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

KK. Modify Section 35.4 "Notices Concerning Permanent Changes in Collection Schedule" as follows:

NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Residential Customer and each Commercial Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after the Commencement Date. The approved notice shall be delivered to the affected Customers at least ten (10) days before the Contractor changes its Scheduled Collection Days. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change. Provided, however, City shall pay for the notice required for the new routes and schedule associated with the Transition Plan referenced in Section

5.4.

LL. Modify Section 36.1(a) as follows: Garbage, and Rubbish, and commingled Recyclable Materials shall be collected twice each week;

MM. Delete Section 36.1(b) ~~Source Separated Recyclable Materials shall be collected once each week; and~~ Reserved.

NN. Modify Section 36.2, "Collection of Solid Waste and Source Separated Recyclable Materials at City Facilities" as follows:

36.2 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT CITY FACILITIES.

The Contractor shall collect the Garbage, Rubbish, Yard Waste, and ~~Source Separated~~ Recyclable Materials generated on any property that is owned, occupied, leased, or controlled by the City at any time during the term of this Agreement. Exhibit 11 identifies the City properties that, as of the Effective Date, shall receive Collection Service. Exhibit 11 also identifies the type and frequency of Collection Service to be provided to each City property, beginning on ~~the Transition~~ Commencement Date as referenced in Section 5.4. The Contractor's obligations under this Section 36.2 include the Collection of Garbage, Rubbish, Yard Waste, and ~~Source Separated~~ Recyclable Materials that are collected by the City at other locations as a result of the City's operations and then transported to the City properties identified in Exhibit 11. The Administrator may add properties to Exhibit 11, if the properties are acquired, occupied, leased, or controlled by the City after the Effective Date. The Administrator shall provide advance notice to the Contractor concerning any properties that will be added to Exhibit 11 and the Administrator shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties. The City's payments to the Contractor shall not change as a result of adding new properties to Exhibit 11, except as provided in Section 36.7, below.

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

OO. Create new Section 38.11, Multi-family Recycling Rate True Up Formula:

The Contractor and City agree that the change in recycling services may result in a change in revenue not foreseen and have chosen September 1, 2021 as the baseline computation of revenue. For any multi-family community that requests Contractor to remove their recycling carts, Contractor will remove carts and the per unit recycling fee, but only after Contractor informs City's Public Works Director or designee about the request to remove the carts and Contractor shows proof to City of education to Multi-Family residents about the additional expense of putting recycling in the garbage in the form of a call log that documents the date; name of development; contact person's name, title, and phone number; and summary of action taken. Such notification and call log must be provided to the City within twenty-four hours of request from the development. In the event the overall revenue loss incurred as a result of multi-family communities discontinuing recycling for the fiscal year , then City agrees to pay for sixty-five percent (65%) of the revenue loss with Contractor paying for thirty-five percent (35%) and City shall reimburse Contractor on October 1st of each calendar year under this contract.

PP. Modify Section 39.3.2 "Rate Structure" as follows:

~~39.3.2 The Contractor shall be responsible for issuing all bills and collecting all fees for the Collection Services it provides pursuant to this Agreement to all Customers, except Residential Customers that reside in Single Family Dwellings and are billed by the City pursuant to Section 39.3.1, above. Among other things, the Contractor will bill all Residential Mechanical Container Customers and all Commercial Customers for the Collection Services they receive under this Agreement. The Contractor's bills shall include (a) the cost of providing Collection Services, (b) the cost of disposing of the Solid Waste collected by the Contractor, and (c) Franchise Fees. The City's bills for Collection Services shall be based on the Contractor's Rates, as set forth in Exhibits 4, 5, and 6, for the services provided by~~

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

~~the Contractor in compliance with the requirements in this Agreement. The bills also will include any charges to be paid by the Customer for the purchase of a new Garbage Cart or Recycling Cart pursuant to Section 39.10.3, below, or Special Collection Services. The Contractor and the City agree to the Rate Structure attached as Amended Exhibits 4, 5 and 6 for the change in services by commingling Recyclable Materials occurring after the Transition Plan as referenced in Section 5.4.~~

QQ. A new Section 39.3.7, "Force Majeure Payment" is added as follows:

39.3.7 FORCE MAJEURE PAYMENT

The City shall make a one-time payment to Contractor of One Hundred Thirty Thousand Four Hundred Six Dollars and two cents (\$130,406.02) for ½ of the month of March and the months of April, May, and June of 2020 due to the Force Majeure event costs associated with the COVID-19 Pandemic.

RR. Modify Section 42, "Payment of Tipping Fees", as follows:

PAYMENT OF TIPPING FEES AND PROCESSING FEES

Subject to the conditions and limitations contained herein, the Contractor shall pay the Tipping Fees for the disposal of all of the Solid Waste the Contractor collects pursuant to this Agreement.

SS. Modify Section 44.4, "Administrative Charges After Commencement Date" as follows:

ADMINISTRATIVE CHARGES AFTER COMMENCEMENT DATE

44.4.3 Failure to complete a Route on the Scheduled Collection Day. A Route shall be considered incomplete if five (5) or more Dwelling Units or Commercial Customers on the same Route are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per Operating

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete Routes. Provided however, that a waiver of such fees will be applicable as provided in the Transition Plan as referenced in Section 5.4.

44.4.4 Mixing Source Separated Recyclable Materials from the City's Drop-Off Site(s) or City's Events with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.

44.4.10 Failure to deliver Source Separated Recyclable Materials from the City's Drop-Off Site(s) or City's Events to a Designated Facility for such materials pursuant to Section 19, or delivering Source Separated Recyclable Materials to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.

44.4.29 Failure to cover or enclose Solid Waste and ~~Source Separated~~ Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.

TT. Modify Exhibits 4, "Rates for Residential Collection Services", 5, "Rates for Commercial Collection Services" and 6, "Rates for Special Collection Services" attached to the Agreement by repealing them in their entirety and replacing them with the 2021 Amended Exhibits 4, "Rates for Residential Collection Services", 5, "Rates for Commercial Collection Services", and 6, "Rates for Special Collection Services" attached hereto.

UU. Modify Exhibit 9, "List of Program Materials" by removing the references to "food trays"; "peanut butter, pickle, jelly and jam jars."; "yogurt and margarine tubs, grocery, trash and retail bags"; "paper bags" and "loose or bagged paper sacks."

VV. Modify Exhibit 10, "Specifications for Garbage Carts and Recycling Carts" as attached to the Agreement by repealing it in its entirety and replacing it with the 2021 Amended Exhibit 10, "Specifications for Garbage Carts" attached hereto.

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

3. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Form & Sufficiency:

ATTEST:

By: _____
Marianne Bowers, Interim City Clerk

By: _____
Terrill C. Pyburn, City Attorney

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

WITNESSES:
Witness 1:

REPUBLIC SERVICES OF FLORIDA, L.P.

Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

____ day of _____, 2021

____ day of _____, 2021

Witness 2:

Signature

Printed Name and Title

____ day of _____, 2021

ATTEST:

SECRETARY

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP.

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

- personally known to me or
- has produced identification:
Identification_____

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

2021 AMENDED EXHIBIT 4
**Exhibit 4 of the Agreement is hereby repealed in its entirety and
replaced with this 2021 Amended Exhibit 4**

RATES FOR RESIDENTIAL COLLECTION SERVICES

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

Exhibit 4

TABLE 1. RESIDENTIAL CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE

The City is soliciting the proposer's rates (prices) for taking the City's solid waste and recycling materials to: (a) the designated facilities that are identified in Sections 19.2, 19.3, 19.4, and 19.5 of the Agreement; or (b) any other facilities that are designated by the City in the future pursuant to Sections 19.6 and 38.10 of the Agreement and are located within a six (6) miles radius of City Hall. The distance shall be determined by measuring in a straight line from City Hall (i.e., not road miles). Please refer to Sections 19.6 and 38.10 of the Agreement for additional information concerning the City's new designated facilities.

Residential Curbside Collection (per household per month):

	A. Hauling garbage and rubbish	\$	9.66
	B. Hauling yard waste	\$	0.70
	C. Hauling bulky waste	\$	1.30
D.	Total Hauling Cost (A+B+C)	\$	11.66
	E. Disposal of garbage and rubbish	\$	5.34
	F. Disposal of yard waste	\$	0.54
	G. Disposal of bulky waste	\$	0.86
H.	Total Disposal Cost (E+F+G)	\$	6.74
	I. Total Hauling Cost plus Total Disposal Cost (D+H)	\$	18.40
	J. Franchise Fee	\$	3.37
K.	Total Rate (I+J)	\$	21.77

TABLE 2. RESIDENTIAL CURBSIDE COLLECITON OF RECYCLABLE MATERIALS

Type	Frequency	Total Cost per Dwelling Unit per Month	
Single-Family	Once Per Week	\$	-

TABLE 3. ADDITIONAL COLLECTION OF CARDBOARD AT CURBSIDE

Frequency	Total Cost per Dwelling Unit per Month	
One Additional Day per Year	\$	-
Two Additional Days Per Year	\$	-

TABLE 4. COLLECTION OF RECYCLABLE MATERIALS AT MULTI-FAMILY DWELLINGS WITH RECYCLING CARTS

Type	Frequency	Total Cost per Dwelling Unit per Month	
Multi-Family	One time each week	\$	1.49
Multi-Family	Two times each week	\$	2.99

TABLE 5. CART WASHING

Frequency	Total Cost Per Wash Per Cart (1 Cart)		Total Cost Per Wash, Per Cart (2 Carts)	
Annual (Once per year)	\$	18.77	\$	12.42
Semi-Annual (Once every 6 months)		12.42	\$	8.22
Quarterly (Once every 3 months)		9.02	\$	5.97

TABLE 6. COLLECTION AND DISPOSAL OF SOLID WASTE FROM MULTI-FAMILY RESIDENTIAL UNITS (UNDER CHUTE)

Container		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	\$ 35.17	\$ 70.34	\$ 105.51	\$ 140.68	\$ 175.85	\$ 211.02	\$ 246.19
	Disposal	19.37	38.74	58.11	77.48	96.85	116.22	135.59
	Franchise Fee	14.34	28.68	43.02	57.36	71.70	86.04	100.38
	Total	\$ 68.88	\$ 137.76	\$ 206.64	\$ 275.52	\$ 344.40	\$ 413.28	\$ 482.16
3 Cubic Yards	Collection	\$ 52.76	\$ 105.52	\$ 158.28	\$ 211.04	\$ 263.80	\$ 316.56	\$ 369.32
	Disposal	29.05	58.10	87.15	116.20	145.25	174.30	203.35
	Franchise Fee	21.51	43.02	64.53	86.04	107.55	129.06	150.57
	Total	\$ 103.32	\$ 206.64	\$ 309.96	\$ 413.28	\$ 516.60	\$ 619.92	\$ 723.24
4 Cubic Yards	Collection	\$ 70.33	\$ 140.66	\$ 210.99	\$ 281.32	\$ 351.65	\$ 421.98	\$ 492.31
	Disposal	38.73	77.46	116.19	154.92	193.65	232.38	271.11
	Franchise Fee	28.68	57.36	86.04	114.72	143.40	172.08	200.76
	Total	\$ 137.74	\$ 275.48	\$ 413.22	\$ 550.96	\$ 688.70	\$ 826.44	\$ 964.18
6 Cubic Yards	Collection	\$ 105.49	\$ 210.98	\$ 316.47	\$ 421.96	\$ 527.45	\$ 632.94	\$ 738.43
	Disposal	58.10	116.20	174.30	232.40	290.50	348.60	406.70
	Franchise Fee	43.02	86.04	129.06	172.08	215.10	258.12	301.14
	Total	\$ 206.61	\$ 413.22	\$ 619.83	\$ 826.44	\$ 1,033.05	\$ 1,239.66	\$ 1,446.27
8 Cubic Yards	Collection	\$ 140.66	\$ 281.32	\$ 421.98	\$ 562.64	\$ 703.30	\$ 843.96	\$ 984.62
	Disposal	77.45	154.90	232.35	309.80	387.25	464.70	542.15
	Franchise Fee	57.36	114.72	172.08	229.44	286.80	344.16	401.52
	Total	\$ 275.47	\$ 550.94	\$ 826.41	\$ 1,101.88	\$ 1,377.35	\$ 1,652.82	\$ 1,928.29

TABLE 7. OPTIONAL SERVICES AT MULTI-FAMILY RESIDENTIAL UNITS (UNDER CHUTE)

1. Special collections on week days		Collection	\$ 34.60	
Per Uncompacted Yard		Disposal	9.34	
		Total	\$ 43.94	
2. Compacted Rates				
	2 Cubic Yard	3 Cubic Yard	4 Cubic Yard	6 Cubic Yard
	per Pickup	per Pickup	per Pickup	per Pickup
Collection	\$ 35.17	\$ 52.76	\$ 70.33	\$ 105.49
Disposal	139.60	203.06	267.15	397.72
Franchise Fee	46.39	67.92	89.62	133.60
Total	\$ 221.16	\$ 323.74	\$ 427.10	\$ 636.81

TABLE 8. COLLECTION AND DISPOSAL OF SOLID WASTE FROM MULTI-FAMILY RESIDENTIAL UNITS (NO CHUTE)

Container		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	\$ 44.21	\$ 88.42	\$ 132.63	\$ 176.84	\$ 221.05	\$ 265.26	\$ 309.47
	Disposal	21.60	43.20	64.80	86.40	108.00	129.60	151.20
	Franchise Fee	18.27	36.54	54.81	73.08	91.35	109.62	127.89
	Total	\$ 84.08	\$ 168.16	\$ 252.24	\$ 336.32	\$ 420.40	\$ 504.48	\$ 588.56
3 Cubic Yards	Collection	\$ 66.32	\$ 132.64	\$ 198.96	\$ 265.28	\$ 331.60	\$ 397.92	\$ 464.24
	Disposal	32.40	64.80	97.20	129.60	162.00	194.40	226.80
	Franchise Fee	27.41	54.82	82.23	109.64	137.05	164.46	191.87

	Total	\$ 126.13	\$ 252.26	\$ 378.39	\$ 504.52	\$ 630.65	\$ 756.78	\$ 882.91
4 Cubic Yards	Collection	\$ 88.42	\$ 176.84	\$ 265.26	\$ 353.68	\$ 442.10	\$ 530.52	\$ 618.94
	Disposal	43.23	86.46	129.69	172.92	216.15	259.38	302.61
	Franchise Fee	36.54	73.08	109.62	146.16	182.70	219.24	255.78
	Total	\$ 168.19	\$ 336.38	\$ 504.57	\$ 672.76	\$ 840.95	\$ 1,009.14	\$ 1,177.33
6 Cubic Yards	Collection	\$ 132.63	\$ 265.26	\$ 397.89	\$ 530.52	\$ 663.15	\$ 795.78	\$ 928.41
	Disposal	64.83	129.66	194.49	259.32	324.15	388.98	453.81
	Franchise Fee	54.81	109.62	164.43	219.24	274.05	328.86	383.67
	Total	\$ 252.27	\$ 504.54	\$ 756.81	\$ 1,009.08	\$ 1,261.35	\$ 1,513.62	\$ 1,765.89
8 Cubic Yards	Collection	\$ 176.85	\$ 353.70	\$ 530.55	\$ 707.40	\$ 884.25	\$ 1,061.10	\$ 1,237.95
	Disposal	86.43	172.86	259.29	345.72	432.15	518.58	605.01
	Franchise Fee	73.08	146.16	219.24	292.32	365.40	438.48	511.56
	Total	\$ 336.36	\$ 672.72	\$ 1,009.08	\$ 1,345.44	\$ 1,681.80	\$ 2,018.16	\$ 2,354.52

TABLE 9. OPTIONAL SERVICES AT MULTI-FAMILY RESIDENTIAL UNITS (NO CHUTE)

1. Special collections on week days	Collection	\$ 34.60
Per Uncompacted Yard	Franchise Fee	11.05
	Total	\$ 45.65

2. Compacted Rates

	2 Cubic Yard per Pickup	3 Cubic Yard per Pickup	4 Cubic Yard per Pickup	6 Cubic Yard per Pickup	8 Cubic Yard per Pickup
Collection	\$ 44.21	\$ 66.32	\$ 88.42	\$ 132.63	\$ 176.85
Disposal	142.85	207.03	271.81	403.80	535.79
Franchise Fee	54.56	77.45	100.67	148.60	196.55
Total	\$ 241.62	\$ 350.80	\$ 460.90	\$ 685.03	\$ 909.19

**TABLE 10. COLLECTION OF RECYCLABLE MATERIALS AT MULTI-FAMILY RESIDENTIAL UNITS WITH DUMPSTERS
Based on a 2 Yard Container**

# of Days per Week	Rate
1X	\$ 60.01
2X	\$ 120.01
3X	\$ 180.02
4X	\$ 240.03

2021 AMENDED EXHIBIT 5
**Exhibit 5 to the Agreement is hereby repealed in its entirety and
replaced with this 2021 Amended Exhibit 5**

RATES FOR COMMERCIAL COLLECTION SERVICE

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

Exhibit 5

TABLE 11. COMMERCIAL RATES (UNCOMPACTED WASTE)

Container		1X	2X	3X	4X	5X	6X	7X
1 Cubic Yard	Collection	\$ 49.50	\$ 99.00	\$ 148.50	\$ 198.00	\$ 247.50	\$ 297.00	\$ 346.50
	Disposal	9.70	19.40	29.10	38.80	48.50	58.20	67.90
	Franchise Fee	18.21	36.42	54.63	72.84	91.05	109.26	127.47
	Total	\$ 77.41	\$ 154.82	\$ 232.23	\$ 309.64	\$ 387.05	\$ 464.46	\$ 541.87
2 Cubic Yards	Collection	\$ 99.00	\$ 198.00	\$ 297.00	\$ 396.00	\$ 495.00	\$ 594.00	\$ 693.00
	Disposal	19.40	38.80	58.20	77.60	97.00	116.40	135.80
	Franchise Fee	36.42	72.84	109.26	145.68	182.10	218.52	254.94
	Total	\$ 154.82	\$ 309.64	\$ 464.46	\$ 619.28	\$ 774.10	\$ 928.92	\$ 1,083.74
3 Cubic Yards	Collection	\$ 148.48	\$ 296.96	\$ 445.44	\$ 593.92	\$ 742.40	\$ 890.88	\$ 1,039.36
	Disposal	29.11	58.22	87.33	116.44	145.55	174.66	203.77
	Franchise Fee	54.63	109.26	163.89	218.52	273.15	327.78	382.41
	Total	\$ 232.22	\$ 464.44	\$ 696.66	\$ 928.88	\$ 1,161.10	\$ 1,393.32	\$ 1,625.54
4 Cubic Yards	Collection	\$ 197.98	\$ 395.96	\$ 593.94	\$ 791.92	\$ 989.90	\$ 1,187.88	\$ 1,385.86
	Disposal	38.82	77.64	116.46	155.28	194.10	232.92	271.74
	Franchise Fee	72.84	145.68	218.52	291.36	364.20	437.04	509.88
	Total	\$ 309.64	\$ 619.28	\$ 928.92	\$ 1,238.56	\$ 1,548.20	\$ 1,857.84	\$ 2,167.48
6 Cubic Yards	Collection	\$ 296.98	\$ 593.96	\$ 890.94	\$ 1,187.92	\$ 1,484.90	\$ 1,781.88	\$ 2,078.86
	Disposal	58.22	116.44	174.66	232.88	291.10	349.32	407.54
	Franchise Fee	109.27	218.54	327.81	437.08	546.35	655.62	764.89
	Total	\$ 464.47	\$ 928.94	\$ 1,393.41	\$ 1,857.88	\$ 2,322.35	\$ 2,786.82	\$ 3,251.29
8 Cubic Yards	Collection	\$ 395.96	\$ 791.92	\$ 1,187.88	\$ 1,583.84	\$ 1,979.80	\$ 2,375.76	\$ 2,771.72
	Disposal	77.64	155.28	232.92	310.56	388.20	465.84	543.48
	Franchise Fee	145.69	291.38	437.07	582.76	728.45	874.14	1,019.83
	Total	\$ 619.29	\$ 1,238.58	\$ 1,857.87	\$ 2,477.16	\$ 3,096.45	\$ 3,715.74	\$ 4,335.03

TABLE 12. COMMERCIAL RATES FOR OPTIONAL SERVICES

1. Special collections on week days	Collection	\$ 46.13
Per Uncompacted Yard	Disposal	14.77
	Total	\$ 60.90

2. Compacted Rates

	2 Cubic Yard per Pickup	3 Cubic Yard per Pickup	4 Cubic Yard per Pickup	6 Cubic Yard per Pickup	8 Cubic Yard per Pickup
Collection	\$ 92.26	\$ 138.39	\$ 184.52	\$ 276.78	\$ 369.04
Disposal	233.69	332.67	443.76	658.23	869.01
Franchise Fee	72.29	99.58	132.77	195.47	256.34
Total	\$ 398.24	\$ 570.64	\$ 761.05	\$ 1,130.48	\$ 1,494.39

TABLE 13. COMMERCIAL RATES FOR SOLID WASTE COLLECTED IN ROLL-OFFS

	20 Yard Container	30 Yard Container	40 Yard Container
Haul Charge	\$ 357.39	\$ 357.39	\$ 357.39
Disposal BOW			
Franchise Fee on Haul	42.66	42.66	42.66
FFee on Disposal/Ton	20.49	20.49	20.49
Total (without disposal)	\$ 420.54	\$ 420.54	\$ 420.54

BOW (Based on Weight):

Disposal is calculated based on actual weight of each load at the then current tonnage rate plus franchise fee.

TABLE 14. COLLECTION OF CONSTRUCTION AND DEMOLITION WASTE

	10 Yard Container	20 Yard Container	30 Yard Container	40 Yard Container
Collection	\$ 344.91	\$ 344.91	\$ 344.91	\$ 344.91
Disposal	121.74	224.79	327.07	429.31
Franchise Fee	22.88	45.75	66.19	91.49
Total	\$ 489.53	\$ 615.45	\$ 738.17	\$ 865.71

TABLES 15 THROUGH 28 REPRESENTS THE FEES FOR DELIVERY TO A NEW DESIGNATED FACILITY:

TABLE 15. RESIDENTIAL CURBSIDE COLLECTION AND DISPOSAL OF SOLID WASTE (located within a 13 to 17 miles radius of City Hall)

Residential Curbside Collection (per household per month):

	A. Hauling garbage and rubbish	\$	11.69
	B. Hauling yard waste	\$	0.89
	C. Hauling bulky waste	\$	1.65
D.	Total Hauling Cost (A+B+C)	\$	14.23
	E. Disposal of garbage and rubbish	\$	5.34
	F. Disposal of yard waste	\$	0.54
	G. Disposal of bulky waste	\$	0.86
H.	Total Disposal Cost (E+F+G)	\$	6.74
	I. Total Hauling Cost plus Total Disposal Cost (D+H)	\$	20.97
	J. Franchise Fee	\$	3.37
K.	Total Rate (I+J)	\$	24.34

TABLE 16. RESIDENTIAL CURBSIDE COLLECITON OF RECYCLABLE MATERIALS

Type	Frequency	Total Cost per Dwelling Unit per Month
Single-Family	Once Per Week	\$ -

TABLE 17. ADDITIONAL COLLECTION OF CARDBOARD AT CURBSIDE

Frequency	Total Cost per Dwelling Unit per Month
One Additional Day per Year	\$ -
Two Additional Days Per Year	\$ -

TABLE 18. COLLECTION OF RECYCLABLE MATERIALS AT MULTI-FAMILY DWELLINGS WITH RECYCLING CARTS

Type	Frequency	Total Cost per Dwelling Unit per Month
Multi-Family	One time each week	\$ 1.87
Multi-Family	Two times each week	\$ 3.74

TABLE 19. CART WASHING

Frequency	Total Cost Per Wash Per Cart (1 Cart)	Total Cost Per Wash, Per Cart (2 Carts)
Annual (Once per year)	\$ 18.77	\$ 12.42
Semi-Annual (Once every 6 months)	12.42	\$ 8.22
Quarterly (Once every 3 months)	9.02	\$ 5.97

TABLE 20. COLLECTION AND DISPOSAL OF SOLID WASTE FROM MULTI-FAMILY RESIDENTIAL UNITS (UNDER CHUTE)

Container		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	\$ 44.66	\$ 89.32	\$ 133.98	\$ 178.64	\$ 223.30	\$ 267.96	\$ 312.62
	Disposal	19.37	38.74	58.11	77.48	96.85	116.22	135.59
	Franchise Fee	14.34	28.68	43.02	57.36	71.70	86.04	100.38
	Total	\$ 78.37	\$ 156.74	\$ 235.11	\$ 313.48	\$ 391.85	\$ 470.22	\$ 548.59
3 Cubic Yards	Collection	\$ 66.99	\$ 133.98	\$ 200.97	\$ 267.96	\$ 334.95	\$ 401.94	\$ 468.93
	Disposal	29.05	58.10	87.15	116.20	145.25	174.30	203.35
	Franchise Fee	21.51	43.02	64.53	86.04	107.55	129.06	150.57
	Total	\$ 117.55	\$ 235.10	\$ 352.65	\$ 470.20	\$ 587.75	\$ 705.30	\$ 822.85
4 Cubic Yards	Collection	\$ 89.31	\$ 178.62	\$ 267.93	\$ 357.24	\$ 446.55	\$ 535.86	\$ 625.17
	Disposal	38.73	77.46	116.19	154.92	193.65	232.38	271.11
	Franchise Fee	28.68	57.36	86.04	114.72	143.40	172.08	200.76
	Total	\$ 156.72	\$ 313.44	\$ 470.16	\$ 626.88	\$ 783.60	\$ 940.32	\$ 1,097.04
6 Cubic Yards	Collection	\$ 133.98	\$ 267.96	\$ 401.94	\$ 535.92	\$ 669.90	\$ 803.88	\$ 937.86
	Disposal	58.10	116.20	174.30	232.40	290.50	348.60	406.70
	Franchise Fee	43.02	86.04	129.06	172.08	215.10	258.12	301.14
	Total	\$ 235.10	\$ 470.20	\$ 705.30	\$ 940.40	\$ 1,175.50	\$ 1,410.60	\$ 1,645.70
8 Cubic Yards	Collection	\$ 178.64	\$ 357.28	\$ 535.92	\$ 714.56	\$ 893.20	\$ 1,071.84	\$ 1,250.48
	Disposal	77.45	154.90	232.35	309.80	387.25	464.70	542.15
	Franchise Fee	57.36	114.72	172.08	229.44	286.80	344.16	401.52
	Total	\$ 313.45	\$ 626.90	\$ 940.35	\$ 1,253.80	\$ 1,567.25	\$ 1,880.70	\$ 2,194.15

TABLE 21. OPTIONAL SERVICES AT MULTI-FAMILY RESIDENTIAL UNITS (UNDER CHUTE)

1. Special collections on week days	Collection	\$ 40.13		
Per Uncompacted Yard	Franchise Fee	9.34		
	Total	\$ 49.47		
2. Compacted Rates				
	2 Cubic Yard per Pickup	3 Cubic Yard per Pickup	4 Cubic Yard per Pickup	6 Cubic Yard per Pickup
Collection	\$ 44.66	\$ 66.99	\$ 89.31	\$ 133.98
Disposal	158.81	229.78	301.57	448.39
Franchise Fee	46.39	67.92	89.62	133.60
Total	\$ 249.86	\$ 364.69	\$ 480.50	\$ 715.97

TABLE 22. COLLECTION AND DISPOSAL OF SOLID WASTE FROM MULTI-FAMILY RESIDENTIAL UNITS (NO CHUTE)

Container		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	\$ 56.16	\$ 112.32	\$ 168.48	\$ 224.64	\$ 280.80	\$ 336.96	\$ 393.12
	Disposal	21.60	43.20	64.80	86.40	108.00	129.60	151.20
	Franchise Fee	18.27	36.54	54.81	73.08	91.35	109.62	127.89
	Total	\$ 96.03	\$ 192.06	\$ 288.09	\$ 384.12	\$ 480.15	\$ 576.18	\$ 672.21
3 Cubic Yards	Collection	\$ 84.24	\$ 168.48	\$ 252.72	\$ 336.96	\$ 421.20	\$ 505.44	\$ 589.68
	Disposal	32.40	64.80	97.20	129.60	162.00	194.40	226.80
	Franchise Fee	27.41	54.82	82.23	109.64	137.05	164.46	191.87

	Total	\$ 144.05	\$ 288.10	\$ 432.15	\$ 576.20	\$ 720.25	\$ 864.30	\$ 1,008.35
4 Cubic Yards	Collection	\$ 112.31	\$ 224.62	\$ 336.93	\$ 449.24	\$ 561.55	\$ 673.86	\$ 786.17
	Disposal	43.23	86.46	129.69	172.92	216.15	259.38	302.61
	Franchise Fee	36.54	73.08	109.62	146.16	182.70	219.24	255.78
	Total	\$ 192.08	\$ 384.16	\$ 576.24	\$ 768.32	\$ 960.40	\$ 1,152.48	\$ 1,344.56
6 Cubic Yards	Collection	\$ 168.47	\$ 336.94	\$ 505.41	\$ 673.88	\$ 842.35	\$ 1,010.82	\$ 1,179.29
	Disposal	64.83	129.66	194.49	259.32	324.15	388.98	453.81
	Franchise Fee	54.81	109.62	164.43	219.24	274.05	328.86	383.67
	Total	\$ 288.11	\$ 576.22	\$ 864.33	\$ 1,152.44	\$ 1,440.55	\$ 1,728.66	\$ 2,016.77
8 Cubic Yards	Collection	\$ 224.62	\$ 449.24	\$ 673.86	\$ 898.48	\$ 1,123.10	\$ 1,347.72	\$ 1,572.34
	Disposal	86.43	172.86	259.29	345.72	432.15	518.58	605.01
	Franchise Fee	73.08	146.16	219.24	292.32	365.40	438.48	511.56
	Total	\$ 384.13	\$ 768.26	\$ 1,152.39	\$ 1,536.52	\$ 1,920.65	\$ 2,304.78	\$ 2,688.91

TABLE 23. OPTIONAL SERVICES AT MULTI-FAMILY RESIDENTIAL UNITS (NO CHUTE)

1. Special collections on week days Per Uncompacted Yard	Collection	\$ 46.03
	Franchise Fee	11.05
	Total	\$ 57.08

2. Compacted Rates

	2 Cubic Yard per Pickup	3 Cubic Yard per Pickup	4 Cubic Yard per Pickup	6 Cubic Yard per Pickup	8 Cubic Yard per Pickup
Collection	\$ 56.16	\$ 84.24	\$ 112.31	\$ 168.47	\$ 224.62
Disposal	160.15	230.59	301.83	447.53	593.24
Franchise Fee	54.56	77.45	100.67	148.60	196.55
Total	\$ 270.87	\$ 392.28	\$ 514.81	\$ 764.60	\$ 1,014.41

**TABLE 24. COLLECTION OF RECYCLABLE MATERIALS AT MULTI-FAMILY RESIDENTIAL UNITS WITH DUMPSTERS
Based on a 2 Yard Container**

# of Days per Week	Rate
1X	\$ 76.21
2X	\$ 152.42
3X	\$ 228.62
4X	\$ 304.83

TABLE 25. COMMERCIAL RATES (UNCOMPACTED WASTE)

Container		1X	2X	3X	4X	5X	6X	7X
1 Cubic Yard	Collection	\$ 62.86	\$ 125.72	\$ 188.58	\$ 251.44	\$ 314.30	\$ 377.16	\$ 440.02
	Disposal	9.70	19.40	29.10	38.80	48.50	58.20	67.90
	Franchise Fee	18.21	36.42	54.63	72.84	91.05	109.26	127.47
	Total	\$ 90.77	\$ 181.54	\$ 272.31	\$ 363.08	\$ 453.85	\$ 544.62	\$ 635.39
2 Cubic Yards	Collection	\$ 125.73	\$ 251.46	\$ 377.19	\$ 502.92	\$ 628.65	\$ 754.38	\$ 880.11
	Disposal	19.40	38.80	58.20	77.60	97.00	116.40	135.80
	Franchise Fee	36.42	72.84	109.26	145.68	182.10	218.52	254.94
	Total	\$ 181.55	\$ 363.10	\$ 544.65	\$ 726.20	\$ 907.75	\$ 1,089.30	\$ 1,270.85
3 Cubic Yards	Collection	\$ 188.59	\$ 377.18	\$ 565.77	\$ 754.36	\$ 942.95	\$ 1,131.54	\$ 1,320.13
	Disposal	29.11	58.22	87.33	116.44	145.55	174.66	203.77
	Franchise Fee	54.63	109.26	163.89	218.52	273.15	327.78	382.41
	Total	\$ 272.33	\$ 544.66	\$ 816.99	\$ 1,089.32	\$ 1,361.65	\$ 1,633.98	\$ 1,906.31
4 Cubic Yards	Collection	\$ 251.45	\$ 502.90	\$ 754.35	\$ 1,005.80	\$ 1,257.25	\$ 1,508.70	\$ 1,760.15
	Disposal	38.82	77.64	116.46	155.28	194.10	232.92	271.74
	Franchise Fee	72.84	145.68	218.52	291.36	364.20	437.04	509.88
	Total	\$ 363.11	\$ 726.22	\$ 1,089.33	\$ 1,452.44	\$ 1,815.55	\$ 2,178.66	\$ 2,541.77
6 Cubic Yards	Collection	\$ 377.18	\$ 754.36	\$ 1,131.54	\$ 1,508.72	\$ 1,885.90	\$ 2,263.08	\$ 2,640.26
	Disposal	58.22	116.44	174.66	232.88	291.10	349.32	407.54
	Franchise Fee	109.27	218.54	327.81	437.08	546.35	655.62	764.89
	Total	\$ 544.67	\$ 1,089.34	\$ 1,634.01	\$ 2,178.68	\$ 2,723.35	\$ 3,268.02	\$ 3,812.69
8 Cubic Yards	Collection	\$ 502.90	\$ 1,005.80	\$ 1,508.70	\$ 2,011.60	\$ 2,514.50	\$ 3,017.40	\$ 3,520.30
	Disposal	77.64	155.28	232.92	310.56	388.20	465.84	543.48
	Franchise Fee	145.69	291.38	437.07	582.76	728.45	874.14	1,019.83
	Total	\$ 726.23	\$ 1,452.46	\$ 2,178.69	\$ 2,904.92	\$ 3,631.15	\$ 4,357.38	\$ 5,083.61

TABLE 26. COMMERCIAL RATES FOR OPTIONAL SERVICES

1. Special collections on week days		Collection	\$	58.59	
Per Uncompacted Yard		Disposal		14.77	
		Total	\$	73.36	
2. Compacted Rates					
	2 Cubic Yard	3 Cubic Yard	4 Cubic Yard	6 Cubic Yard	8 Cubic Yard
	per Pickup	per Pickup	per Pickup	per Pickup	per Pickup
Collection	\$ 117.18	\$ 175.77	\$ 234.36	\$ 351.54	\$ 468.72
Disposal	296.79	422.49	563.57	835.95	1,103.65
Franchise Fee	72.29	99.58	132.77	195.47	256.34
Total	\$ 486.26	\$ 697.84	\$ 930.70	\$ 1,382.96	\$ 1,828.71

TABLE 27. COMMERCIAL RATES FOR SOLID WASTE COLLECTED IN ROLL-OFFS

	20 Yard Container	30 Yard Container	40 Yard Container
Haul Charge	\$ 453.89	\$ 453.89	\$ 453.89
Disposal BOW			
Franchise Fee on Haul	42.66	42.66	42.66
FFee on Disposal/Ton	20.49	20.49	20.49
Total (without disposal)	\$ 517.04	\$ 517.04	\$ 517.04

BOW (Based on Weight):

Disposal is calculated based on actual weight of each load at the then current tonnage rate plus franchise fee.

TABLE 28. COLLECTION OF CONSTRUCTION AND DEMOLITION WASTE

	20 Yard Container	30 Yard Container	40 Yard Container
Collection	\$ 438.04	\$ 438.04	\$ 438.04
Disposal	224.79	327.07	429.31
Franchise Fee	45.75	66.19	91.49
Total	\$ 708.58	\$ 831.30	\$ 958.84

2021 AMENDED EXHIBIT 6

Exhibit 6 to the Agreement is hereby repealed in its entirety and replaced with this 2021 Amended Exhibit 6

Rates for Special Collection Services

Rolling out Mechanical Container (and returning it to original location)	No Charge
Opening (and closing) doors or gates	No Charge
Locks	No Charge
Unlocking and locking	No Charge
Supplying (and retrofitting) locking mechanism	No Charge
Adding wheels to or changing wheels on Mechanical Container	No Charge
Adding lids to or changing lids	No Charge
Moving container or Roll-Off location per Customer request	No Charge
Changing container size	No Charge
Special Collection Service (e.g., unscheduled collections) for Solid Waste, including Bulky Waste	The Rate in Exhibit 5 for comparable Commercial Collection Service
Disposal of hazardous waste in Collection Container	Actual cost, but subject to Administrator's approval
Purchase and assembly of a New Garbage Cart or Recycling Cart pursuant to Section 39.13 <u>0</u> of the Agreement	\$50
Delivery of a purchased Garbage Cart or Recycling Cart pursuant to Section 39.13 <u>0</u> of the Agreement	\$25
Back Door Service for Residential Curbside Customers	No Charge

CODING: Words in *struck through* type are deletions from existing text.
 Words in underscoring type are additions to existing text.
 A line of *** indicates existing text not shown.

Notes:

1. The Rates for Special Collection Services will not be adjusted for changes in the CPI. See Section 38.3.9 of the Agreement.

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

EXHIBIT 9
LIST OF PROGRAM MATERIALS

Steel and Tin Cans

Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household Hazardous Material are not acceptable.

Aluminum

Includes aluminum beverage containers, ~~food trays without food residue, sheets and flexible containers.~~

PET Plastics (SPI code No. 1)

Examples include but are not limited to: Plastic soft drink, water, sports drink, ~~beer,~~ and mouthwash, catsup and salad dressing bottles. ~~Peanut butter, pickle, jelly and jam jars. Ovenable prepared food trays.~~

HDPE Plastics (SPI code No. 2)

Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles, ~~yogurt and margarine tubs, grocery, trash and retail bags.~~ Motor oil bottles are not acceptable.

OCC

All ~~loose or bagged~~ old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

~~Paper Bags~~

~~all loose or bagged paper sacks.~~

(This is already listed at the top of Exhibit 9)

CODING: Words in *struck through* type are deletions from existing text.
Words in underscoring type are additions to existing text.
A line of *** indicates existing text not shown.

2021 Amended EXHIBIT 10

Exhibit 10 to the Agreement is hereby repealed in its entirety and replaced with this 2021 Amended Exhibit 10

SPECIFICATIONS FOR GARBAGE CARTS AND RECYCLING CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts the Contractor will provide under the Agreement. The City provided Garbage Carts will also comply with these requirements and all serial numbers and the location of Garbage Carts delivered by the City shall be provided to Contractor.

2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molten state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.
-----	---

CODING: Words in *struck through* type are deletions from existing text.
 Words in underscored type are additions to existing text.
 A line of *** indicates existing text not shown.

	<p>Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer’s sales literature and specifications. The ANSI Appendix D test for “Loading and Unloading Test for Carts” must clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>
3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">35 Gallon - 110 pounds 64 Gallon – 224 pounds 96 Gallon – 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows, excluding axles, wheels, and catch bars:</p> <p style="text-align: center;">35 Gallon - 15 pounds minimum 64 Gallon – 24 pounds minimum 96 Gallon – 30 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 35 U.S. gallons ($\pm 3\%$), 64 U.S. gallons ($\pm 3\%$) and 96 U.S. gallons ($\pm 3\%$), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>35 Gallon –</p> <p>Height: 29” Depth: 23” Width: 20”</p> <p>64 Gallon –</p> <p>Height: 40.25” Depth: 28.0” Width: 26.50”</p> <p>96 Gallon –</p> <p>Height: 45.13” Depth: 33.73” Width: 28.17”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.175” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism), for 64 and 96 gallon carts. For 35 gallon carts, the minimum wall thickness is 0.150” and the minimum thickness of the critical wear points is 0.185”. The minimum wall thickness of the lid must be 0.14”.</p>
3.7	<p>MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts, and 50 pounds for 96 gallon carts.</p>
3.8	<p>RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>
3.9	<p>HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1” diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed</p>

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

	to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.
3.10	LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 35 gallon carts shall be a minimum of 8" diameter. Wheels for 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter. All wheels must be at least 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 35 gallon carts shall be a minimum of 5/8" diameter. The axles for 64 gallon and 96 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 35 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on all carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed

CODING: Words in *struck through* type are deletions from existing text.
Words in underlined type are additions to existing text.
A line of *** indicates existing text not shown.

	latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	<p>COLOR: The cart body color shall be green, white, or blue. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.</p> <p>The Contractor must submit color chips or samples for all colors available. The City will select the colors for the carts <u>and any additional carts provided by City shall be the same color as provided by Contractor with the understanding that the color may vary slightly due to variations in dye lot numbers that are outside City's control.</u></p>
3.17	<p>INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.</p>

4. MARKINGS: Each cart must be permanently marked with letters/numbers, as follows:

4.1	<p>SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on dark containers and hot stamped in dark colors on white containers, as approved by City. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The Contractor will maintain a file that identifies the date of manufacture by the serial number <u>as updated with information required herein provided by the City for Garbage Carts purchased or provided by City to Contractor.</u></p>
4.2	<p>CITY SEAL: The City Seal or logo shall be hot stamped onto both sides of the cart body.</p>
4.3	<p>USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in English.</p>
4.4	<p>LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms, and in English.</p>

5. IN-MOLD LABEL SPECIFICATIONS: The in-mold label must comply with the following listed specifications:

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the City logo including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the City for approval and shall have a minimum size of 8" x 12".

6. DATA INTEGRATION

The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the City. The City shall provide Contractor all of the necessary information for Contractor to comply with this Section for Garbage Cart procedures on delivery by City to residents. The data included in the specified file format from the manufacturer needs to include information on each individual cart, including but not limited to, cart size, color, type, serial number, date of manufacture and plant of manufacture.

7. WORK ORDER MANAGEMENT AND REPORTING SYSTEM

7.1	<p>WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application:</p> <ul style="list-style-type: none"> • available 24/7/365; • requires only a browser and live internet to access; and • handles all aspects of a cart management and collection program, including cart distribution/association to household address, and Collection Service verification tracking.
7.2	<p>STANDARD REPORTS: Standard reports shall be provided to the Administrator by customer address, cart size, cart type, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>
7.3	<p>CART DATA MANAGEMENT: The Contractor's software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.

7.4	CART INVENTORY REPORTS: The Contractor's software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports, and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format.
7.5	SOFTWARE FLEXIBILITY: The asset tracking software must act as a stand-alone system and have the ability to enter cart work orders and close out work orders via manual entries online.

8. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

8.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the Service Area <u>except those to be delivered by the City.</u>
8.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
8.3	Carts shall be assembled and placed at the resident's curb.
8.4	Each cart <u>delivered by the Contractor</u> must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
8.5	The Contractor will record the cart serial number for each and every address where the carts are <u>delivered by the Contractor</u> . The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the City in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required <u>for carts delivered by the Contractor</u> .

9. CART MAINTENANCE

9.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the City with up-to-date information concerning the Contractor's inventory.
-----	--

CODING: Words in *struck through* type are deletions from existing text.
 Words in underscored type are additions to existing text.
 A line of *** indicates existing text not shown.

9.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the City's inspection.
9.3	The City may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the City electronically via e-mail.
9.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
9.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

- 10. WARRANTY:** Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer for those carts delivered by the Contractor. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the City. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

10.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
10.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
10.3	Failure of the lower lift bar from damage during interface with lifters.
10.4	Failure of the body and lid to maintain their original shape.
10.5	Damage or cracking of the cart body through normal operating conditions.
10.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
10.7	Failure of any part to conform to the minimum standards as specified herein.

CODING: Words in *struck through* type are deletions from existing text.
Words in underscored type are additions to existing text.
A line of *** indicates existing text not shown.