

**City of Coconut Creek  
Solid Waste Hauling Proposal**

**Most Common Monthly Services Cost Analysis  
July 2019**

	<b>Single Family Curbside w/recycling (current contract)</b>	<b>Single Family Curbside w/recycling (New Contract)</b>	<b>Multi-Family (Chute-3 CY Dumpster - 3 times per week) (current contract)</b>	<b>Multi-Family Chute-3 CY Dumpster - 3 times per week (New Contract)</b>	<b>Multi-Family No Chute-4 CY Dumpster - 2 times per week (Current Contract)</b>	<b>Multi-Family No Chute-4 CY Dumpster - 2 times per week (New Contract)</b>	<b>Commercial 2 CY Dumpster - 1 time/week (current contract)</b>	<b>Commercial 2 CY Dumpster - 1 time/week (New Contract)</b>	<b>Multi-Family Recycling per unit /1 time per week (current contract)</b>	<b>Multi-Family Recycling per unit /1 time per week (New Contract)</b>	<b>C &amp; D 30 CY Rolloff (current contract)</b>	<b>C &amp; D 30 CY Rolloff (New Contract)</b>
<b>Pricing Per Month</b>	\$ 17.01	\$ 20.83	\$ 257.97	\$ 307.43	\$ 279.74*	\$ 338.48	\$ 129.76	\$ 154.84	\$ 1.30	\$ 1.50		
<b>Pricing Per Pull</b>											\$ 572.74	\$ 734.20
<b>Rollout Cost</b>	\$ -	\$ -	\$ 46.11	Included	\$ 30.18	Included	\$ 14.49	Included	\$ -	\$ -	\$ -	\$ -
<b>Rental Cost</b>	\$ -	\$ -	\$ 8.42	Included	\$ 7.36	Included	\$ 7.36	Included	\$ -	\$ -	\$ -	\$ -
<b>TOTAL COST / MONTH</b>	\$ 17.01	\$ 20.83	\$ 312.50	\$ 307.43	\$ 317.28**	\$ 338.48	\$ 151.61	\$ 154.84	\$ 1.30	\$ 1.50	\$ 572.74	\$ 734.20
<b>PERCENT CHANGE</b>		22.46%		*15.41% **(-1.62%)		*17.90% **6.68%		*12.92% **2.13%		15.38%		28.19%
<b>Cart Cleaning Per Month (1x/year)</b>	N/A	\$ 2.08										
<b>TOTAL COST PER MONTH (w/Cart Cleaning)</b>	N/A	\$ 22.91										

\* Percent increase for customers who did not elect rollout service in the current contract

\*\* Percent increase for customers who did elect rollout service in current contract

**Notes:**

Analysis is of most popular services provided currently. Actual increase will depend on the level of service provided.  
Roll off analysis for pull only. Customer pays for disposal based on weight which will increase slightly as per contract.

**City of Coconut Creek**  
**Summary of Existing and Proposed Solid Waste Collection Services**  
**(Notable Changes Highlighted in Green)**

Topic	Existing Agreement	Proposed Agreement
Term of the Agreement	4 years initially plus 2 two- year renewals; 8 years total Article 1 of Existing Agreement	Initial term from October 1, 2019 until September 30, 2026 (7 years) plus 1 five- year year renewal; 12 years total <b>§ 3 of Proposed Agreement</b>
Residential Collections at Curbside	Garbage collected 2x per week; Bulk Waste 1x per week; Recyclables 1x per week §§ 3.1.1 and 4.1.1	Garbage collected 2x per week; Bulk Waste and Yard Waste 1x per week; Recyclables 1x per week § 7.1
Collection of Cardboard at Curbside on Extra Days	Not addressed	The City may require the Contractor to collect cardboard at curbside on two extra days each year (e.g., after Christmas and/or another holiday) Republic will provide this service at no cost <b>§ 7.3.5. See Republic's proposal</b>
Residential Multi-Family Collections in Dumpsters	Garbage collected 2x per week; Bulk Waste 1x per week; Recyclables 1x per week §§ 3.1.2 and 4.2	Garbage collected 2x per week; Bulk Waste 1x per week; Recyclables 1x per week § 7.7.3
Commercial Collections	Garbage collected 1x per week and food waste 2x per week § 3.1.3	Garbage collected 1x per week and food waste 2x per week § 7.8.1
Carts for Garbage	Contractor provides 1 Garbage Cart to each single family residence § 3.5	Contractor provides 1 Garbage Cart to each single family residence §§ 27.1.2 and 27.1.3
Carts for Recyclables	Contractor provides 1 Recycling Cart to each single family residence §§ 4.4 and 4.7	Contractor provides 1 Recycling Cart to each single family residence §§ 27.1.2 and 27.1.3
Replacement of Carts	Contractor may charge Customer up to \$75 for replacement or repair of a cart damaged by Customer §§ 4.7 and 6.21 of First Amendment	Contractor provides 1 replacement Garbage Cart and 1 replacement Recycling Cart to each Residential Curbside Customer, without charge to the City or Customer For additional carts, the Contractor may charge \$50 for a replacement cart and an additional \$25 if the Customer wants the cart delivered §27.1.3
Cost of Extra Carts	\$75 § 3.5	\$50 for the cart, plus \$25 if the Customer requests delivery service § 39.10.2
Power Washing for Carts	Not addressed	Upon request, the Contractor will wash all of the Garbage Carts and Recycling Carts on an annual, semiannual, or quarterly basis § 27.6
Collection of Illegal Dumping	Illegal dumping collected at no cost to City §3.1.4	Illegal dumping collected at no cost to City, subject to certain conditions §§ 36.5 and 36.7
Collection Vehicles	Collection vehicles must use Compressed Natural Gas (CNG) as fuel § 3.7(c) (First Amendment)	Collection vehicles must use Compressed Natural Gas as fuel § 28.3
Age of Collection Vehicles	No limit on age of vehicles	The collection vehicles shall not be more than 5 years old, except for reserve (spare) vehicles, which shall not be more than 8 years old. § 28.3
GPS Tracking in Vehicles	Not addressed	All collection vehicles must have Global Positioning Systems ("GPS") that record the location of the vehicle every 5 seconds § 28.4.3
City's Right to Require Maintenance	Not addressed	City may require Contractor to clean or repair vehicles and dumpsters within 1 day § 28.9.2

No Disposal at Monarch Hill Landfill	The City's solid waste may not be taken to the Monarch Hill Landfill for disposal § 3.3 of First Amendment	The City's solid waste may not be taken to the Monarch Hill Landfill for disposal \$19.7
CPI Adjustments to Rates for Hauling	Hauling component of Rates adjusted each year on October 1, based on 80% of regional CPI, but not to exceed 5% § 3.9(a), (b), and (c); § 5.1	Hauling component of Rates adjusted each year on October 1, based on national CPI, but not to exceed 4% §§ 1.27 and 38.3.3
Rates for Dumpster Maintenance and Roll-Out	Contractor charges additional fees for maintenance of dumpsters and roll-out of dumpsters Exhibit "A," Schedules A, C, E, and G of Second Amendment	Rates include all fees required for maintenance of dumpsters and roll-out of dumpsters. No additional fees allowed for these services. § 38.9
Rates for Hauling to New Disposal Facility	Rates for using Wheelabrator South WTE Facility were established by negotiation. New Rates will be negotiated if City uses a different Disposal Facility and it is more than 20 miles from City Hall or the use of the new facility affects Contractor's operations § 3.9(f) (First Amendment)	A competitive RFP process was used to obtain Rates for taking the City's solid waste and recyclable materials to: (a) the facilities currently used by the City, which are within 6 miles of City Hall; and (b) the Wheelabrator South WTE facility, the Solid Waste Authority of Palm Beach County's facilities, or other facilities located 13 to 17 miles from City Hall. § 38.10
Rates for Hauling to New Recycling Facility	New Rates may be negotiated § 4.9	Rates were obtained through a competitive RFP process, as described above. § 38.10
Franchise Fees	\$25,000 per year, plus specified Franchise Fees on the revenues collected by Contractor for providing the	\$25,000 per year, plus specified Franchise Fees on the revenues collected by the Contractor for providing the
	services required under the agreement §§ 3.13(a) of Third Amendment	services required under the agreement. \$40.1
Administrative Fee	2% of monthly billings for single family homes, net of Franchise Fee § 3.13(c) of Third Amendment	2% of monthly billings for single family homes, net of Franchise Fee § 40.4
Sponsorship of City Events	\$20,000 per year § 3.13(d) of Third Amendment	\$50,000 per year § 40.5
Funds for Recycling and Solid Waste Activities	\$45,000 per year § 3.13(e) of Third Amendment	\$45,000 per year § 40.3
Funds for RFP Process	Not addressed	\$80,000 to reimburse the City for the costs incurred and staff time expended in the RFP process § 40.2
Complaints and Service Requests	Handled by Contractor and reported to City on monthly basis § 3.13	Contractor must provide a real-time web-based system that allows the public to submit complaints and service requests electronically, and provides immediate notification to the City §§ 31.1.3 and 31.1.4
Reporting to City	Contractor provides monthly reports to City concerning weight of material collected § 6.22 of First Amendment	Recordkeeping and reporting requirements are very extensive. Monthly, quarterly, and annual reports required. §§ 34.1 through 34.6
Insurance Requirements	Workers Compensation; Commercial General Liability; Automobile Liability; and Pollution Liability: \$1 million each. No umbrella/excess liability required.	Workers Compensation & Employers Liability: \$2 million; Commercial General Liability: \$1 million each occurrence/\$2 million aggregate; Business Automobile Liability: \$1 million; Pollution Legal
	§ 6.5	Liability and Remediation: \$5 million; Umbrella/Excess Liability: \$5 million. §§ 53.1 through 53.5
Performance Bond	\$1 million § 6.14	\$1 million § 54
Parent Corporation Guarantee	Not required	The Contractor's parent corporation must guarantee the Contractor's performance. § 55

## Service Penalties For Proposed Hauling Agreement

Topic	Existing Agreement	Proposed Agreement
<b>Administrative Charges</b>	N/A	On the Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges as follows:
<b>Failure to Collect, Pick up or Clean</b>	N/A	<p>44.4.1 Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification by the Administrator or a Customer.</p> <p>with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification by the Administrator or a Customer.</p> <p>Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.</p>
		<p>44.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day.</p> <p>Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).</p>
		<p>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.</p> <p>Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete Routes.</p>
<b>Mixing Waste</b>	N/A	<p>44.4.4 Mixing Source Separated Recyclable Materials 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.</p>
		<p>44.4.36 Mixing Solid Waste or Source Separated Recyclable Materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000) per occurrence.</p>
<b>Vehicle and Equipment</b>	N/A	<p>44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.</p>
		<p>44.4.12 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic means three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.</p>
		<p>44.4.33 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.</p>

## Service Penalties For Proposed Hauling Agreement

		44.4.37 Collecting Solid Waste or Source Separated Recyclable Materials in the Service Area with a vehicle that is not part of the dedicated fleet for the City, without the prior written approval of the Administrator, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per vehicle per Operating Day.
<b>Complaints</b>	N/A	44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving written notification from the Administrator or Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence per Operating Day.
		44.4.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving notification from a Customer or the Administrator shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day until such complaint is resolved to the satisfaction of the City.
		44.4.17 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
		44.4.34 Failure to respond to a Customer's request for service, within the deadline set forth in Section 31.1.5, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.
<b>Filing of Plans, Reports and Documents</b>	N/A	44.4.8 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
<b>Disposal</b>	N/A	44.4.9 Failure to dispose of any Residential Waste or Commercial Waste collected in the Service Area at the Designated Facility for that type of waste shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
		44.4.10 Failure to deliver Source Separated Recyclable Materials 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.
<b>Collection</b>	N/A	44.4.11 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment under this Section 44.4.11 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.
		44.4.13 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Administrator, shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence for each vehicle and each container not properly labeled.
		44.4.18 Collecting Solid Waste or Source Separated Recyclable Materials at times that are outside of the hours specified in this Agreement, without prior approval of the

## Service Penalties For Proposed Hauling Agreement

		Administrator, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
		44.4.16 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
		44.4.19 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
		44.4.28 Failure to adhere to an approved Route in the Collection Plan, without receiving the Administrator's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
		44.4.30 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per occurrence.
		44.4.32 Failure to close the gate on an enclosure for a Mechanical Container, or failing to close the lid on a Mechanical Container, or failing to lock all of the locks on a Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence.
<b>Property Damage</b>	N/A	44.4.21 Failure to repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids in compliance with the deadlines and requirements in Section 17.6, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
		44.4.22 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving written notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per Operating Day.
		44.4.35 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 20.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each Operating Day of delay.
<b>Administrative Duties and Requirements</b>	N/A	44.4.15 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
		44.4.23 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
		44.4.24 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
		44.4.25 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per occurrence.
		44.4.26 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor

## Service Penalties For Proposed Hauling Agreement

		<p>delivered to a Designated Facility, within forty-five (45) days after the Solid Waste was delivered to the facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement, shall result in an assessment of One Thousand Dollars (\$1,000) per occurrence.</p>
		<p>44.4.27 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of Two Hundred Dollars (\$200).</p>
		<p>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.</p>
		<p>44.4.31 Failure to provide accurate information to the City concerning the Contractor's Collection Services or the calculation of the disposal costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.</p>
<b>Notices and Education</b>	N/A	<p>44.4.20 Failure to provide timely notices and educational materials, as required pursuant to Section 35, shall result in the imposition of an assessment of Twenty-Five Dollars (\$25) per Customer, but the maximum assessment shall not exceed One Thousand</p>
<b>Permits and Licensure</b>	N/A	<p>44.4.14 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.</p>

## Other Penalties

Topic	Existing Agreement	Proposed Agreement
<b>Administrative Charges (Transition Period)</b>	N/A	In addition to the administrative charges authorized pursuant to Section 44.4, below, the Administrator shall impose administrative charges for the Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.5, below:
<b>Collection Vehicles and Containers</b>	N/A	44.3.1 Failure to provide purchase orders or other documentation to the City by the applicable deadline in Section 5.2(c), confirming that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's local equipment yard in compliance with the schedule in Section 5.2(c). For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
		44.3.3 Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard by the deadline in Section 5.2(c). For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
		44.3.4 Failure to deliver the necessary Mechanical Container(s) on or before the deadline in Section 5.2(o) to each Residential Customer and Commercial Customer that will use Mechanical Containers. For each calendar day of delay, Two Hundred and Fifty Dollars (\$250.00) shall be assessed against the Contractor for each Mechanical Container that was not delivered on time.
<b>Brochures and Informational Materials</b>	N/A	44.3.2 Failure to mail or deliver the City-approved brochures and informational materials to all Customers in compliance with the schedules in Section 35.1. For each calendar day of delay, Twenty-Five Dollars (\$25) per Customer shall be assessed against the Contractor, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.
<b>Reports and Planning (Transitional Period)</b>	N/A	44.3.5 Failure to timely file any report, plan, or other document required pursuant to Sections 5.2(a), (c), (d), (e), (f), (g), (h), (i), (l), (m), (n), (o), or (p) shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that a report, plan, or document is late. A separate assessment shall be imposed for each report, document, or plan.



**City of Coconut Creek**  
**Single Family Solid Waste and Recycling Fees Survey**

	<b>FY20</b>
Coconut Creek (Proposed)	\$ 20.83

	<b>FY19</b>
Parkland	\$ 31.47
Tamarac	\$ 23.23
Margate	\$ 22.63
Broward County	\$ 22.50
Deerfield Beach	\$ 22.34
Coral Springs	\$ 21.67
North Lauderdale	\$ 18.50
Pompano Beach	\$ 17.92
Coconut Creek	\$ 17.01