

AGREEMENT

BETWEEN

CITY OF COCONUT CREEK

AND

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP  
d/b/a ALL SERVICE REFUSE

FOR

FURNISHING SOLID WASTE AND RECYCLING  
COLLECTION SERVICES

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**FOR**  
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**COLLECTION SERVICES**

This is an Agreement dated the 29th day of September, 2011, between CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "City", through its City Commissioners;

AND

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP d/B/A ALL SERVICE REFUSE, its successors and assigns, hereinafter referred to as "Contractor".

WHEREAS, Contractor is in the business of providing non-hazardous solid waste collection, transportation and disposal services; and

WHEREAS, City desires that Contractor provide such services to the residents and businesses of the City; and

WHEREAS, Contractor desires to perform and provide such services as required by the City.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

**ARTICLE 1**  
**FRANCHISE**

**Exclusive Right.** The City grants to the Contractor the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services and residential recycling collection within the corporate limits of the City during the term of this Agreement.

**Term.** The Term of this Agreement will be for a four (4) year period beginning October 1, 2011, and terminating September 30, 2015. The City and the Contractor shall have the right to extend the Agreement for a period of two (2) years initially, and an additional two (2) year term after the initial extension. The City and Contractor shall mutually agree to the extension sixty (60) days prior to the expiration of the initial term, or each renewal. Contractor shall provide notice to the City ninety (90) days before Agreement expiration of any adjustment in the contract price. City may at its discretion extend the Agreement ninety (90) days from the expiration of any term at the current rates and terms and conditions of the Agreement at the time of expiration.

All of the terms and conditions contained in "Qualifications and Formal Response to Solid Waste and Recycling Services (City-Wide Franchise)" RFP 05-11-11-11 dated May 18, 2011, submitted by Contractor to City are incorporated herein and made a part hereof as though set forth in full and are attached hereto as **Exhibit "C"**. In the event of a conflict between the terms and conditions of Exhibit "C" and this Agreement, the provision with the highest level of service to the City shall prevail.

**ARTICLE 2**  
**DEFINITIONS**

1. **Definitions:** The following words, terms and phrases, when used in this agreement, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) **Biohazardous Waste** shall have the meaning set forth in Section 403.703 Florida Statutes, as amended from time to time.

b) **Business Trash** shall mean every waste accumulation of dust, paper, paper cartons, excelsior, rags or other accumulations, other than garbage or household trash, which are usually attendant to the operation of stores, offices and similar businesses.

c) **Bulk Waste** shall mean any vegetative and non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded stoves, refrigerators, ranges, toilets, water heaters, sinks, washing machines, furniture and other waste material other than construction debris

weights or volumes greater than those allowed for containers generated incidental to the use of the occupancy of the property where the bulky item is placed for collection.

d) **City** shall mean the City of Coconut Creek, Florida.

e) **Collection** shall mean the process whereby solid waste (garbage, trash, bulk waste), yard waste or recyclable material is removed and transported to a designated facility.

f) **Commercial Establishment** shall include but not be limited to any hotel, motel, restaurant, food store, hospital, school, church or any rental apartments at which garbage or trash may be generated.

g) **Condominium** shall mean multi-family residential apartment buildings that are on the Broward County tax rolls as condominium ownership and assessment, and are designated by City for mechanical container (dumpster) garbage and trash pick-up.

h) **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure a part of a construction or demolition project. Mixing of a small amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

i) **Contract Administrator** shall mean the person designated by the City who shall act as the City's representative during the term of the agreement. This person shall be the Director of Public Works or designee.

j) **Contractor** shall mean Republic Services of Florida, Limited Partnership d/b/a All Service Refuse.

k) **Curbside** shall mean the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. This designated location shall be within five (5) feet or as near as possible to the traveled street normally serviced by refuse collection vehicles. Curbside service shall not apply to condominiums or other multi-family buildings that use garbage dumpsters.

l) **Disposal Fee** shall mean the cost per ton charged at the designated disposal site.

m) **Disposal Site** shall mean a site or facility or facilities legally empowered to accept solid waste for treatment or disposal as approved by the City of Coconut Creek, Broward County, and the State of Florida governing agencies.

n) **Fiscal Year** shall mean the period between October 1<sup>st</sup> of a given year and September 30<sup>th</sup> of the following year.

o) **Franchise Fees** shall mean the payment by Contractor to the City in an amount agreed upon by both parties based upon all revenue collected from all sources for services rendered within the City of Coconut Creek.

p) **Garbage** shall mean every waste accumulation of animal or vegetable matter which attends the preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay may serve as breeding or feeding material for flies, insects or animals.

q) **Hazardous Waste** shall mean any byproducts generated by industry, commercial activity or even individual households that are potentially dangerous to human health or the environment. These wastes can take various forms – solids, liquids, or bases and have at least one of the following characteristics. Ignitability – they may catch fire; Corrosivity – they can damage other materials (including human tissue) on contact; Reactivity – they react violently with water and may catch fire or explode; Toxicity – they may cause illness or other health problems if handled incorrectly.

r) **Household Trash** shall mean every waste accumulation of paper, sweepings, dust, rags, bottles, cans or other matter of any kind, other than garbage, which is usually attendant to housekeeping.

s) **Industrial Waste** shall mean every waste accumulation of metal, metal products, minerals, chemicals, rocks, cement, asphalt tar, oil, grease, glass, crockery, rubber tires, bottles, cans, lumber, ashes, sawdust, wastes from animal packing or slaughterhouses or other materials usually created by commercial enterprises and industrial plants, but not garbage, household trash or business trash.

t) **Living Unit** shall mean any place of abode which is suitable for permanent or transient family or individual residence use. Each such living unit shall be considered as single and separate for the purposes of this article.

u) **Multi-Family Unit** shall mean all places of abode other than single-family residences other than rental apartments.

v) **Recyclable Materials** shall mean newspapers and inserts, corrugated cardboard, clear glass, green glass, brown glass, aluminum, steel, bimetal containers, polycoated tabletop containers, aseptic packages, plastic containers with a neck smaller than the body, phonebooks, incidental craft paper and plastic films used to contain program materials and other materials as may be added by the City from time to time.

w) **Refuse** shall mean solid waste accumulations consisting of garbage, household trash and business trash.

x) **Residential Service** shall mean all refuse collection service to all residential dwelling units, including houses, duplexes, triplexes, and residential dwelling units defined on the Broward County tax roll as single family within the service area.

y) **Single-Family Residence** shall mean any single-family dwelling, and is interchangeable with the word "household", and includes any residential unit that has been designated by the City as curbside pickup.

z) **Special Waste** shall mean all waste which by the nature of its size, weight or chemical content requires special handling in either its collection or disposal. This includes but is not limited to oils, tires, batteries, paint, or any items that may not be lawfully disposed of at the disposal facility utilized by the Contractor.

aa) **Vegetative Waste** shall mean landscaping and lawn debris derived from plants, including palm fronds, tree branches, bushes, shrubs, coconuts, and other related items.

### **ARTICLE 3** **WASTE COLLECTION**

3.1 **Waste Collection.** The Contractor shall collect all refuse, except hazardous waste, biohazardous waste, biological waste, and sludge from all single family dwellings, multi-family dwellings, mobile homes, and commercial facilities within the corporate limits of the City.

#### **3.1.1 Services – Garbage and Trash Residential**

- a) Contractor shall pick-up garbage and/or trash twice weekly from the curb (within five (5) feet of the street) for each residential household in the City with the exception of multi-family residential structures using dumpster type containers. The garbage cans shall be visible by vehicular traffic from the street. The Contractor shall return emptied cans to their original location of pick-up. Garbage and/or trash shall be in Contractor provided

carts.

Contractor shall also pick-up, at curb side, on each route, on the non-recycling day of each regularly scheduled collection, bulk waste. If any item requires special handling because of governmentally imposed constraints, then there may be an additional charge to the customer to be agreed upon by the Contractor and the City.

This includes, but is not limited to, the inability to dispose of an item at the duly licensed disposal facility in the same condition as the item is placed by the customer for pick-up.

- b) Limiting the Volume of Waste at Curbside: No limit will be imposed on the citizens of Coconut Creek as to the amount of material placed for collection.
- c) Any recycling collection shall be on the non-bulk waste collection day for solid waste collection unless otherwise agreed by the parties.

3.1.2 **Residential Containerized.** Multi-family residential structures using common containers (dumpsters) are considered as residential containerized customers for purposes of this Agreement. Residential Containerized service shall consist of multi-family residential developments, whereby the Contractor collects refuse from dumpster type containers. Container size shall be agreed upon by the Contractor and the customer. Contractor shall pick-up garbage and trash at a minimum twice per calendar week. Failure of the Contractor and customer to agree upon a pick-up schedule or container size shall result in the matter being referred to the City for resolution, which resolution shall be final. Residential Containerized customers shall identify to the Contractor any special wastes that are to be disposed of by the Residential Containerized customer. Contractor shall also pick-up at the dumpster site on each route on the second day of each regularly scheduled weekly collection, large items of furniture and household appliances. If any item requires special handling because of governmentally imposed constraints, then there may be an additional charge to the customer to be agreed upon the Contractor and the City. This includes, but is not limited to, the inability to dispose of an item at the duly licensed disposal facility in the same condition as the item is placed by the customer for pick-up. Any recycling collection shall be collected on the non-bulk waste collection day for solid waste collection.

3.1.3 **Commercial.** Contractor shall pick-up garbage and trash on a schedule to be agreed upon between the Contractor and individual commercial customers; however, in no event less frequently than once per calendar

week for garbage. Although, in the event a commercial customer container contains non-incident food waste, then commercial customer shall be required to receive, at a minimum, twice weekly collections. However, size and frequency shall provide that no garbage or waste need be placed outside the container. Contractor may refer any commercial customer to City for additional collection if Contractor and Customer cannot agree on the collection schedules and the City shall decide. Storage capacity shall be suitable for the amount of waste generated by the customer. Failure of Contractor and customer to agree upon a pick-up schedule shall result in the matter being referred to the City for resolution, which resolution shall be final. Commercial customers shall identify to the Contractor any Special Wastes or as identified by Contractor that are to be disposed of by the commercial customer. Contractor shall also pick-up, at the dumpster site, on each route, on the day of each regularly scheduled collection, large items of furniture and household appliances at agreed upon rates between the Commercial Customer and Contractor. If an item requires handling because of governmentally imposed constraints, then there may be an additional charge to the customer to be agreed upon by the Contractor and the City. This includes, but is not limited to, the inability to dispose of an item at the duly licensed disposal facility in the same condition as the item is placed by the customer for pick-up.

- (a) All Commercial Solid Waste shall be placed in a container. Where garbage cans are agreed to be collected through automation, they shall be placed at the roadside or at such other single collection point as may be agreed upon between the Contractor and the customer. All containers shall be kept in a safe, accessible location as designated or approved by the City Building and Zoning Enforcement Division or the County Health Department and as agreed upon between the Contractor and the customer. Any container damaged by the Contractor shall be repaired or replaced by the Contractor, ordinary wear and tear of customer-owned containers excepted.
- (b) For Commercial Collection Service, the Contractor and the customer shall enter into a written agreement regarding the level and type of service to be provided and the manner of collection of charges. The Contractor shall be responsible for billing and collecting charges for Commercial Collection Service. Payment of the commercial franchise fee is expressly determined by monies collected notwithstanding anything to the contrary.

**3.1.4 Collection of Illegal Dumping.** Contractor shall collect and dispose of debris from sites within the City where illegal dumping occurred at no cost to the City. The City will call in and the Contractor will route, collect, dispose of, items that Contractor is licensed and legally may collect and dispose at the designated disposal facility and Contractor shall log all



pickups.

3.2 **City.** Municipal garbage and/or trash, bulk waste and recycling, and C&D generated from minor repairs, shall be collected by Contractor at no expense to the City, at City owned and occupied sites. C&D generated from other than minor repairs shall be collected by Contractor at its normal rates. Containers, container location, size, and frequency of pick-up shall be as determined by the City and the Contractor.

3.3 **Special Material.** Nothing herein shall require the removal of hazardous waste, body waste, dead animals, flammables, explosives, radioactive materials, liquid waste, abandoned vehicles, vehicle parts, or unusually heavy materials. If any item requires special handling because of governmentally imposed constraints, then there may be an additional charge to the customer to be agreed upon by the Contractor and the City. This includes, but is not limited to, the inability to dispose of an item at the duly licensed disposal facility in the same condition as the item is placed by the customer for pick-up.

### 3.3.1 Hours of Collection

- a) **Residential.** Collections shall be made in residential areas no earlier than 7:00 a.m. and no later than 7:00 p.m., with no service on Sunday, except in times of emergency or to maintain schedules due to holidays; provided, however, that if the Contractor has an equipment breakdown, the route being served by such equipment experiencing operating difficulties shall be fully collected by the Contractor with substitute equipment that day. Contractor shall not be required to provide collection service on Christmas Day; however, if the holiday falls on a normal collection day, collection shall be made no later than three (3) business days after that holiday.
- b) **Residential Containerized.** Collections shall be made only between the hours of 7:00 a.m. and 7:00 p.m. The Contractor shall make collection with as little disturbance as possible. Refuse receptacles shall be deodorized at a minimum of once per week at the time of collection. Contractor shall not be required to provide collection on Christmas Day; however, if the holiday falls on a normal collection day, collection shall be made no later than three (3) business days after that holiday.
- c) **Commercial.** Collections shall be made only between the hours of 7:00 a.m. and 7:00 p.m. The Contractor shall make collection with as little disturbance as possible. Refuse receptacles shall be reasonably emptied. Refuse receptacles shall be deodorized at a minimum of once per week at the time of collection. Contractor shall not be required to provide collection on Christmas Day; however, if the holiday falls on a normal collection day, collection shall be made no later than three (3)

business days after that holiday.

**3.4 Spillage and Litter.** Contractor shall make every effort to properly collect and completely empty all receptacles during collections. Contractor shall not litter premises or public right-of-way in making collections or hauling solid waste materials after they are collected. In the event of spillage by the Contractor, the Contractor shall promptly clean up all such litter.

**3.5 Collection – Automated.** Contractor shall supply one (1) City approved cart per residential curbside household. Contractor shall provide an additional cart at an additional cost of \$75.00, per the resident's request. Contractor shall be responsible for maintenance and normal wear and tear. Repair from damage or abuse, not caused by Contractor, or any lost or stolen carts will be charged to the resident. At the end of contract term, the containers shall become the property of the City. Collection of garbage shall only be collected when placed in container. In the event a refuse container is rendered unable to contain waste material, Contractor shall replace or repair the container within twenty-four (24) hours after notice by City or resident of such condition. In any other event, Contractor shall repair or replace damaged, unworkable, or unsightly containers within three (3) business days after being notified by City or resident of such condition. Notwithstanding the aforementioned, each container shall be scheduled for preventative maintenance not less than once during the initial term of this contract and each approved extension thereof. Resident may purchase an additional cart for \$75.00. Contractor agrees to provide automated collection service to adjacent unincorporated Broward County single family residences that the City has agreed to service at the then current City prices as of January 1, 2012. Contractor shall supply 35 gallon carts to any subdivisions at the inception of the Contract as identified by the City to Contractor. The Contractor shall handle Garbage Receptacles with reasonable care and return them to the approximate curbside location from which they were collected. The Contractor shall clean up all wastes spilled during collection operations

**3.6 Collection Equipment.**

- a) The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor, adequately and efficiently, to perform all of the services required to be performed under this Agreement.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection. All equipment shall be kept in good repair, appearance, and in a sanitary, clean condition at all times. The Contractor shall have available, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by the Contractor to perform the services required under this proposal.

- b) Storm. In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Contractor agree that service shall be suspended due to unsafe conditions. Due to the magnitude of the disaster the Contractor shall abide by FEMA, DEM, FDOT and City regulations and any other regulatory requirements that may pertain.

If the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation above the contract agreement for additional workers, overtime and cost of rental equipment, provided Contractor has first secured prior written authorization from the City to utilize and hire additional labor and equipment and to incur overtime. All emergency procedures shall comply with regulatory requirements in order to qualify for extra compensation.

No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

- c) Contractor intends to convert/substitute its collection vehicles to utilize CNG trucks for collection during the term of this agreement. Contractor shall comply within 36 months of award of contract subject to permitting and licensing a CNG Facility. Contractor commits to City that City shall be the first community in Broward County to be serviced by CNG collection vehicles owned by Contractor.

**3.7 Contractor Office Hours and Location.** The Contractor shall maintain an office within the local telephone service area. The Contractor's office shall remain open Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to 12:00 p.m. for the purpose of handling complaints; and, for that purpose, there shall be maintained adequate telephones and a responsible person present in the office and in charge during such normal business hours. Said office need not be so staffed during legal holidays.

**3.8 Charges and Rates.** For services to be performed under this contract, the charges shall be in accordance with the Rate Schedule attached hereto as **Exhibit "A"**.

**3.9 Revisions of Charges and Rates.** The rates established in this initial proposal shall be adjusted on October 1, 2012, and every October 1st thereafter, as follows:

- a) The disposal component of the residential rate shall be adjusted to reflect changes in the disposal fees charged by the receiving facility. The monthly residential rate shall reflect the increase or decrease in the percentage change in the disposal fee component of the rate. For purposes of this calculation, the Contract pricing is based upon a current disposal rate of 72.57. The hauling rate and franchise fee portion shall be adjusted by CPI.
- b) The rate for roll-off service (Rate Schedule) shall be adjusted by a direct pass through of increases in the per yard or per ton disposal rate charged by the disposal facility and adjustment in the hauling rate and franchise fee by the CPI per **Exhibit "A"**.
- c) The rate for the commercial and residential containerized service hauling component shall be adjusted per the CPI calculations for the residential rate. The dumpster collection component shall be adjusted as per CPI calculations. Disposal component shall be adjusted as a percentage of change in the disposal rate.
- d) The disposal (tonnage) component of the overall rate shall be audited annually at the City's discretion. A tonnage report shall consist of the completion of a total route within City without commingling trash/garbage with any other route (other than City's) and provide City with an accurate tonnage weight analysis report. Data collection reporting shall be submitted to the City in a mutually agreed format.

The Contractor agrees that any concessions made by the Contractor to any other comparable Broward County municipality that is similar in socio-economic, demographic makeup and provides similar services and where tonnages are disposed at a similar tipping fee at the same disposal facility for disposal fee pass-through shall likewise be granted to the City. Such concession is predicated on the formula utilized and the disposal sites utilized by the Broward County municipality, as well as operational issues being similar to the City.

- e) The franchise fee shall be adjusted in accordance with the CPI as stated in Article 5.
- f) If the City selects a new or alternate disposal facility for the disposal of Solid Waste or Recyclable Materials collected pursuant to this Agreement, the Contractor shall continue to be paid the Rates approved herein, without any increase, unless the Designated Facility is located more than 20 miles (measured in a straight line) from the Coconut Creek City Hall, which is located at 4800 West Copans Road, Coconut Creek,

Florida. If the Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates and, thereafter, the Contractor shall be paid the adjusted Rates when the Contractor delivers Solid Waste or Recyclable Materials to the new or alternate Disposal Facility. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste or Recyclable Materials more than 20 miles to the new or alternate Designated Facility (e.g., if the Designated Facility is located 30 miles from the Coconut Creek City Hall, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional ten miles). If the City and the Contractor are not able to negotiate an adjustment in the rates that is mutually acceptable and reasonable within 90 days of the City's notice that it has selected a new or alternate Disposal Facility located more than 20 miles away, then the City may terminate this Agreement with no less than 90 days written notice. In this event, the City will be responsible for reimbursing the Contractor for a prorated portion of the cost incurred by the Contractor for the purchase of the residential Recycling and Garbage Carts placed in use with the City's customers pursuant to this Agreement, as amended. Such cost will be paid within 30 days after the termination of this Agreement. The City's prorated portion of the cost shall be calculated using a straight-line method of depreciation, as follows:

City's Prorated Cost = Cost x Remaining Term/Initial Term

Cost shall mean the Contractor's documented cost of purchasing Recycling and Garbage Carts that are placed in use with the City's Residential Customers pursuant to this Agreement, as amended.

Remaining Term shall mean the number of days from (a) the date when the Agreement is terminated (b) through and including September 30, 2015(i.e., the last day of the Agreement).

If the City instructs the Contractor and the Contractor agrees to deliver Solid Waste or Recyclable Materials to a Designated Facility that is located more than 20 miles from the Coconut Creek City Hall, and the City requests such deliveries to be made before the City and the Contractor have negotiated and approved a mutually acceptable adjustment to the Rates, then the City shall pay the Contractor for the additional transportation costs it incurred when delivering such materials to the Designated Facility. However, the City's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by Contractor, and limited to the amount that the Contractor's transportation costs incurred as a result of having to

transport the Solid Waste or Recyclable Materials more than 20 miles to the new or alternate Designated Facility.

- g) **Extraordinary Rate Adjustment.** The Contractor may notify the City at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not have been reasonably foreseen by the prudent operator. The parties agree to comply with Section 6.10 in considering any such requests.

### 3.10 **Billing and Collections**

3.10.1 All residents, property owners, tenants, builders, and developers within the City of Coconut Creek are required to exclusively use the solid waste garbage and trash collection and disposal services and construction and demolition debris collection and disposal services and residential recycling services of the Contractor unless the City Commission has reduced the franchise area.

#### 3.10.2 **General – Delinquent Accounts.**

- a) Contractor to Bill all parties except single family residents (single family residents billed on City Tax Roll). Each resident, property owner, tenant, builder and developer within the franchise fee area will be billed by the Contractor. Contractor shall assume responsibility for billing and collection of charges directly from each customer. Any person, firm or corporation in the City of Coconut Creek who does not pay for the services is in violation of municipal ordinances of the City of Coconut Creek. The Contractor shall have the right to suspend service to any resident, property owner, tenant, builder and developer who is delinquent in payment except for single-family accounts. Residents, property owners, tenants or builders and developers who resume service shall be assessed a reinstatement charge. New owners and new tenants are exempt from said initial reinstatement charge but not any subsequent reinstatement charge. Contractor shall provide a price per unit on **Exhibit "A"**.
- b) City to Bill Single-Family Residents on Tax Roll. The City will place on the tax rolls of Broward County the fees, costs, and charges for solid waste services for all single family residential properties within the municipal boundaries now existing and in any future annexed lands of the City. The City and Contractor shall take all steps necessary to ensure that all single family residential properties within the City are properly listed on the tax rolls. Contractor shall provide a price per unit on **Exhibit "A"**.

**3.11 Termination of Service.** When a customer is thirty (30) days past due on the payment for collection service, interest shall accrue on the past due amount at the highest rate provided by Florida law. Contractor shall mail to such customer a fifteen (15) day "notice of intent" to terminate service and simultaneously post notice on customer's property of its intent to stop service. A copy of stop service shall be simultaneously sent to the City by email or fax. In the event the balance remains unpaid after the fifteen (15) day period, the Contractor may terminate collection service and shall notify the City of the fact that the service has been terminated. In the event service is terminated, Contractor is authorized to remove commercial containers or other equipment belonging to Contractor.

**3.12 Franchise Fee / Fees Payable to the City.**

- a) The Contractor shall pay to the City as and for a franchise fee of twenty-five thousand (\$25,000) dollars during the first month of each contract year.
- b) The Contractor shall also pay a franchise fee on all revenue collected from all sources as per **Exhibit "A"**. Payment of franchise fee is to be paid in full and quarterly no later than thirty (30) days of the close of the quarter. The franchise fee shall be increased per the CPI effective October 1, 2012.
- c) While the City bills single family residents for service, the Contractor shall pay the City an additional annual administration fee to be paid at two (2%) percent of the Monthly Billing Net of Franchise Fee for single family residential service (billing amount less franchise fee).
- d) The Contractor shall pay to the City, annually, the sum of twenty thousand (\$20,000) dollars to sponsor annual City events.
- e) The Contractor shall pay to the City annually the sum of forty-five thousand (\$45,000) dollars to fund solid waste/recycling activity.

**3.13 Complaints.** Contractor shall have an established complaint and resolution procedure. Contractor utilizes **InfoPro** for its internal computer tracking system. For service requests, **InfoPro** will document unit and service locations, generate required reports, and disseminate field information including routing, dispatching, missed collections, late set-outs and improper set-outs on a daily basis including the address, time and date for each and the reason and notice for the improper set-outs. This information will be disseminated to the City as needed. Contractor will provide a full time route supervisor and alternate supervisor with laptop computer and cellular phone dedicated solely to the City of Coconut Creek to respond immediately to service related issues. Any missed collections of residential service are corrected the same day when the report of the miss is made before 12:00 p.m. of the same day. After 12:00 p.m. reports are made a priority for the following workday before the collection for that day begins, by 12:00 p.m.

EST at the latest. When a complaint is received on the day preceding a holiday or on a Saturday after 12:00 p.m. (noon), it shall be resolved on the next regular working day. All other complaints shall be addressed within twenty-four (24) hours of notice to Contractor. A full time staff of six representatives will handle all customer complaints politely and professionally. In addition, professional representatives are also available to manage each of the following departments: residential, commercial and industrial dispatch, sales and accounts payable. Customers with complaints that cannot be satisfied by a customer service or dispatch representative via phone are addressed in person by a supervisor. The Operations Manager will resolve any issues that cannot be resolved by the supervisor. The City is made aware of all such complaints and in the event that a City representative is involved a solution is made jointly between that representative and a representative of Contractor. All complaints are permanently logged by whichever Contractor representative handles the situation. An electronic complaint log will be maintained and available at all times, in addition to being submitted to the City on a monthly basis. For valid complaints not corrected within twenty-four (24) hours after notification to Contractor by the Contract Administrator, Contractor may be assessed a \$100 penalty per twenty-four (24) hour period until said complaint is corrected, only after written notice to the Contractor and a hearing before the Director of Public Works or his/her designee, and receipt of a written ruling. Such assessments shall be deducted from hauler payments.

**3.14 Notification of Customers.** The Contractor shall notify all customers upon commencement of service, or any change thereof, concerning complaint procedures, rates, regulations, and day(s) of collection, all consistent with this Agreement and upon prior approval of the Contractor Administrator as to form.

**3.15 Routes and Schedules.** The Contractor shall periodically provide the Contract Administrator's office with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pick-up in effect at award or any future schedule or route changes, the Contractor shall notify each customer affected by either (a) direct mail, or (b) door hangers which the City expressly approves for such purpose, and (c) an advertisement prominently displayed in a local publication of City's choice at least once, not less than three weeks prior to the change. All such changes in routes or schedules will be approved by the Director of Public Works or designee.

**3.16 Contractor's Personnel.**

- a) The Contractor shall assign a qualified person or persons to be in charge of his operations in the City and shall give the name or names to the City; information regarding the person's experience shall also be furnished.
- b) The Contractor's collection employees shall wear clean uniforms or shirts bearing the Company's name, except for temporary help.
- c) Each employee shall, at all times, carry a valid Florida driver's license for



the type of vehicle he is driving.

- d) No person shall be denied employment by the Contractor for reasons of race, creed, sex or religion.
- e) The Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure satisfactory performance by its employees.
- f) The City reserves the right to deny, remove, and approve Contractor's personnel assigned to the operations in the City.

**3.17 Bulk Pick-Ups and Construction & Demolition Debris.**

- a) The Contractor shall exclusively collect residential bulk wastes and construction and demolition (C&D) debris from minor home improvements weekly, at no additional cost to the City and at no additional cost to the single family residential customers, at times agreed to by the City and Contractor (currently the opposite day of recycling day), and any and all large items which residential customers wish to discard, excluding items not licensed for collection by Contractor or allowed to be disposed of at any authorized disposal facility.
- b) The removal of these items shall not be limited in size and weight. No special bundling of bulk waste shall be required. Contractor shall not be required to pick up any materials that are special waste or not able to be collected by a boom truck due to an overweight item.
- c) The City will request residents to separate yard waste from bulk and C&D debris to facilitate the recycling of materials.

**3.18 Storm/Disaster.** During disaster recovery, whether a natural or man-made disaster, City may suspend regular bulk pick-up until such time that the City's disaster Debris Management Contractor has completed debris removal as directed by the City, inclusive of vegetation, construction and demolition (C&D) debris, white goods, and hazardous waste. Contractor shall resume its bulk pick-up schedule immediately upon notice from City that a given area has been completed by the City's Disaster Debris Management Contractor's effort. However, Contractor's regular solid waste, trash, and recycling pick-ups shall continue during disaster recovery once it is determined that it is reasonably safe for the collection of the regular solid waste/trash and recycling pickups by agreement between the Contractor and the Contract Administrator. City recognizes that services of Contractor not contained in this agreement may be required of Contractor. City and Contractor agree that by April 15<sup>th</sup> of each year of this agreement, City and Contractor shall negotiate and enter into a letter agreement, detailing the expected needed services, and the price to be charged for said services by Contractor during the hurricane season

following April 15<sup>th</sup> of each year of this agreement.

## **ARTICLE 4** **RECYCLING COLLECTION**

4.1 **Recyclable Material, Approved City Program.** The Proposer shall be responsible for collection and disposal of recyclable material, which is part of a City approved recycling program.

### 4.1.1 **Overview of Project**

**Multi-Family.** The City is presently conducting a multi-family program in all units located in the corporate limits of the City of Coconut Creek. Materials shall be collected in cart size determined between the City and Contractor.

**Single-Family/Curbside.** Program recyclables shall be collected curbside one (1) day per week from all single family homes on non-bulk collection days.

**Commercial.** Commercial recyclables will be collected from the commercial establishment as agreed to by the City, Contractor and Commercial Customer. The Contractor must make commercial recycling available at a cost no greater than the price of solid waste.

### 4.2 **Level of Recycling Service**

**Multi-Family and Commercial:** All locations shall be serviced a minimum of once per week, or as needed to prevent container overflows.

**Single-Family/Curbside:** Materials will be collected one (1) day per week on a day which is opposite of the bulk collection day of the resident's two trash collection days in the week.

4.3 **Single-Stream System.** The following materials will be collected using a single-stream system:

- a) Mixed paper, corrugated, cardboard, clear, green and brown glass containers; aluminum, steel, and bimetal containers; polycoated gabletop containers and aseptic packages and plastic bottles with a neck smaller than the body.
- b) The City may amend the recyclable materials from time to time to the program.

- c) Contractor shall implement a recycling participation rewards program with RecycleBank or another equivalent program presented by Contractor and approved by the City. There shall be no additional costs to the City for the RecycleBank program.

#### 4.4 Method of Collection

**Multi-Family.** Each multi-family complex has been distributed a minimum of two (2) recycling containers per each trash dumpster enclosure. Both containers shall be a single stream system. The location of complexes, number of dumpster sites and units assigned for the recycling program are outlined in **Exhibit "B"** Location Summary, Multi-Family. In general, each dumpster enclosure serves 20 to 56 multi-family units.

**Single-Family/Curbside.** Contractor shall provide each single family home with a 65 gallon cart or a 35 gallon cart for collection of program recyclables.

#### Time of Collection

- a) **Collection Day.** Contractor shall collect each multi-family location a minimum of twice each week on a regularly scheduled day or more as needed to prevent container overflow. Single family/curbside recycling collection shall take place once per week for each single family unit on the day opposite of bulk collection on the regularly scheduled day of the week which coincides with one (1) of the single-family unit's trash collection days.
- b) **Time.** Collection shall take place between the hours of 7:00 a.m. and 7:00 p.m. There shall be no collection on Christmas Day.
- c) **Route.** Prior to commencing service, Contractor shall provide the City representative with a route map or schedule. In the event of changes, which will change the collection day in effect at time of contract implementation, Contractor shall notify each resident affected via door hangers or direct mail, an advertisement placed in a newspaper of area wide distribution and a posted notice on local access CATV system, in the affected area, a minimum of three (3) weeks prior to the change.
- d) After initial routing is established, Contractor may change route only with written permission from the City, which approval shall not be unreasonably withheld.

**4.5 Service to City Facilities.** Contractor shall provide servicing of recycling containers to be placed at any City owned and occupied location requested by City at no charge. Contractor shall also provide the City with disposal trash and recycling boxes for any City events as requested by the City.

**4.6 Non-Conforming Materials/Contamination.** The Contractor shall remove nonconforming materials and place in the adjacent trash container or if not viable, then Contractor shall notify Customer of failure to collect via sticker on the recyclable container. In multi-family collection, the vendor will contact the complex manager, request future corrective action, and notify the Public Works Director or designee. In single-family collection, Contractor shall notify resident as to need for corrective action and advise the Public Works Director or designee.

#### **4.7 Recycling Collection Containers**

**Multi-Family.** City and Contractor shall agree to the appropriate size containers. Contractor shall provide any additional containers. Containers shall contain decal text relative to the items to be deposited and ownership of containers. Container assembly, application of decals and delivery to any additional complexes/site locations shall be the responsibility of the Contractor. Maintenance of carts, including, but not limited to, repair or replacement of broken lids, wheels, axles, stop bars and handles and all costs related to normal maintenance shall be the responsibility of the Contractor. When the City designated person and the Contractor determines that a cart has been damaged beyond repair, Contractor will transport cart to the City's inventory site for replacement and deliver a new cart to site; provided, however, if damage is caused by customer, or the carts are stolen or lost, Contractor may charge customer for replacement or repair. The City shall retain ownership of all containers.

**Single-Family/Curbside.** A 65 gallon cart or 35 gallon cart shall be provided to each new single-family home by the Contractor once the City's current inventory is exhausted. Containers shall identify ownership.

**Replacement of Containers.** Contractor shall be responsible for the purchase and replacement of carts and/or parts as necessary. The City shall determine the specifications for all replacement containers. However, if damage is caused by customer, Contractor may charge customer for replacement or repair up to \$75. Contractor will maintain an inventory of replacement containers at Contractor's place of business for replacement purposes. Containers shall become the property of the City upon the end of contract term. Contractor, if requested by a new owner, shall provide replacement carts at no cost to customers.

**4.8 Data Gathering.** The Contractor shall provide the Contract Administrator with a monthly report due by the 10<sup>th</sup> of each month outlining: weight of each sort collected on a daily basis per route, daily number of drive-bys, daily number of set outs, adjusted weight and percentage of contamination, and weight ticket numbers. Weight tickets and all records shall be retained by Contractor and made available for review upon request by the City. A consolidated monthly report shall be submitted for single-family curbside and multi-family and shall contain an estimate of weights of materials collected. A separate monthly

report will be submitted to the Contract Administrator with the weights of materials, material type and other pertinent information for the commercial establishments when a program has been established.

**4.9 Processing.** The Contractor shall transport the materials collected to a licensed Materials Recovery Facility (MRF) or a Recovered Materials Processing Facility (RMPPF). The City shall retain the right to direct the materials to a designated facility. Should the City direct Contractor to another facility, and Contractor can produce evidence of an increase in Contractor's cost directly related to the increased distance, the City shall reopen the contract to renegotiate the rate paid per unit per month only. The City agrees to negotiate for a period of sixty (60) days. If at the end of sixty (60) days no agreement has been reached, the City has the discretion to seek other bids or proposals. Contractor agrees to provide services at the established rate until such time as a new contract is secured.

**4.10 Proceeds from the Sale of Recyclables.** Excluding commercial, proceeds from the sale of single and multi-family recyclables through the City's contracted recycling facilities will be retained solely by the City.

**4.11 Complaints.** Contractor shall have an established complaint and resolution procedure. Contractor utilizes *InfoPro* for its internal computer tracking system. For service requests, *InfoPro* will document unit and service locations, generate required reports, and disseminate field information including routing, dispatching, missed collections, late set-outs and improper set-outs on a daily basis including the address, time and date for each and the reason and notice for the improper set-outs. This information will be disseminated to the City as needed. Contractor will provide a full time route supervisor and alternate supervisor with laptop computer and cellular phone dedicated solely to the City of Coconut Creek to respond immediately to service related issues. Any missed collections of residential service are corrected the same day when the report of the miss is made before 12:00 p.m. of the same day. After 12:00 p.m. reports are made a priority for the following workday before the collection for that day begins, by 12:00 p.m. EST at the latest. When a complaint is received on the day preceding a holiday or on a Saturday after 12:00 p.m. (noon), it shall be resolved on the next regular working day. All other complaints shall be addressed within twenty-four (24) hours of notice to Contractor. A full time staff of six representatives will handle all customer complaints politely and professionally. In addition, professional representatives are also available to manage each of the following departments: residential, commercial and industrial dispatch, sales and accounts payable. Customers with complaints that cannot be satisfied by a customer service or dispatch representative via phone are addressed in person by a supervisor. The Operations Manager will resolve any issues that cannot be resolved by the supervisor. The City is made aware of all such complaints and in the event that a City representative is involved a solution is made jointly between that representative and a representative of Contractor. All complaints are permanently logged by whichever Contractor representative handles the situation. An electronic complaint log will be maintained and available at all times, in addition to being submitted to the City on a monthly basis. For valid complaints

not corrected within twenty-four (24) hours after notification to Contractor by the Contract Administrator, Contractor may be assessed a \$100 penalty per twenty-four (24) hour period until said complaint is corrected, only after written notice to the Contractor and a hearing before the Director of Public Works or his/her designee, and receipt of a written ruling. Such assessments shall be deducted from hauler payments.

## **ARTICLE 5** **ANNUAL FEES**

5.1 **Cost Adjustments.** Beginning October 1, 2012, and yearly thereafter, the hauling component of doing business, measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, for the twelve (12) months shall be adjusted based on the Urban Index, Miami Region. The hauling component shall be increased or decreased by eighty percent (80%) of the percentage change in the CPI from the previous April, to April of the year in which the adjustment is effected, (not to exceed 5%) plus the franchise fee adjustment.

The City may adjust the annual franchise fee by written notice by August 1st to be effective on October 1st, notwithstanding any other language herein.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to Contractor.

## **ARTICLE 6** **GENERAL TERMS AND CONDITIONS**

6.1 **Notice of Default.** Subject to the right of the Contractor to cure as provided in this paragraph, the City may cancel or revoke this Agreement at any time upon the failure of the Contractor to materially comply with any of its provisions. Before canceling or revoking this Agreement, the Contract Administrator shall send the Contractor at least ten (10) days' written notice of the Contractor's failure to comply with a material term or condition of this Agreement by action of the City Commission. If the Contractor fails to correct the specified noncompliance within the time period indicated by the notice (which shall be at least ten (10) days from the date of receipt of such notice), the City shall have the right to cancel or revoke this Agreement. The Contract Administrator shall notify the Contractor in writing of the date of any meeting that revocation or cancellation will be considered by the City.

6.2 **Title to Waste.** The title to all Residential Solid Waste and Commercial Solid Waste collected pursuant to the authority of this Agreement shall immediately vest in the

City until delivered to the disposal facility.

**6.3 Delivery of Waste.** All responsibilities for the safe and proper delivery and disposal of Residential Solid Waste and Commercial Solid Waste shall be with the Contractor while same is in the Contractor's possession. The Contractor must deliver such solid waste or an amount of solid waste equal to all solid waste collected in the City to a Designated Disposal Facility or Facilities when directed by the Contract Administrator in writing and shall pay any fees or charges established for the use thereof.

**6.4 Compliance with Laws.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all laws, ordinances, rules, regulations, orders, and decrees; and such protect and indemnify the City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, the Contractor shall obtain all licenses and permits to conduct business pursuant to this Agreement from the Federal Government, State of Florida, Broward County, or municipalities when legally required.

**6.5 Insurance Requirements.** Throughout the term of this contract, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

**6.5.1 Workers' Compensation.** Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$1,000,000 each accident.

**Note:** If Contractor is exempt from Florida's Workers' Compensation law, Contractor must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

**6.5.2 General Liability.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. These coverages are required by the Contractor and any subcontractor or anyone directly or indirectly employed by either of them.

**6.5.3 Automobile Liability.** Comprehensive or Business Automobile Liability

insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

6.5.4 Pollution Liability. For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.

6.5.5 General. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek  
Attn: Linda Jeethan, Purchasing Administrator  
4800 West Copans Road



Coconut Creek, FL 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of contract, Proposer must submit endorsements and a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies, except for Worker's Compensation Insurance.

**6.5.6 Subcontractor's Insurance.** The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage required of the Contractor. Each subcontractor shall furnish to the Contractor two copies of the Certificate of Insurance, and Contractor shall furnish one copy of the Certificate to the City of Coconut Creek.

**6.5.7 Insurance Company and Agent.** All insurance policies herein required of Contractor shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents thereof that are duly licensed as agents in said state.

**6.6 Residential Rear Door Collection.** For Residential Collection Service, the Contractor shall make collections twice a week from the curbside of Residential Units; however, rear door collection from a Residential Unit shall be required if all adult occupants residing therein are handicapped and if a request for rear door service has been made. The term "curbside" is an accessible location near the traveled streets or alleys normally serviced by the collection vehicles. In case of controversy, the Contract Administrator will specify the exact location for container placement.

**6.7 Accessibility.** The Contractor may provide quarterly reports to the Contract Administrator explaining any difficulties experienced in street roadway accessibility. If a street or road has become impassable or is dangerous for travel by the Contractor's vehicles or otherwise adversely affects the Contractor's performance of its obligation under this Agreement, the Contractor may advise the Contract Administrator at any time for review and handling, where handling by the Contract Administrator is appropriate. The Contract Administrator shall inform the Contractor of the results of his review or handling within a reasonable time.

**6.8 Holiday.** The City agrees to exempt Residential Collection and Recycling

Service on Christmas Day. The Contractor shall not be required to perform collection services when the Designated Disposal Facility is closed or when county-wide natural or civil conditions are imminent and have been publicly announced by the Broward County Administrator or the Broward County Emergency Preparedness Division.

6.9 **Employee Safety.** Employees of the Contractor shall not be required to expose themselves to unusual dangers in performing their duties.

6.10 **Good Faith.** The City and the Contractor agree to continue to work together in good faith and to coordinate their efforts to maintain and improve the level and quality of Collection Service.

6.11 **Termination.** This Franchise agreement may be terminated by the City at any time during the term of this Franchise or its option periods for good cause, as determined by the City, but only upon:

- a) Written notice to Contractor setting forth the reasons for said termination, and only after
- b) The Contractor has been afforded a reasonable opportunity to correct alleged problems, and only after
- c) A hearing before the City Commission is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

6.12 **Right to Require Performance.** The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same; or shall waiver by the City of any breach of provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of a violation of any part of this Agreement by Contractor, the City shall among other remedies available under the law, have legal remedy of specific performance in order to enforce the provisions of this Agreement to prevent any interruption of service to the residents of the City. In the event that a dispute arises between City and the Contractor, relating to this contract, performance or compensation hereof, the Contractor shall continue to render service in full compliance with all terms and conditions of this contract as interpreted by City, regardless of such dispute. However, this shall not prevent the Contractor from seeking legal relief from any interpretation made by the City.

6.13 **Dispute Resolution.** All disputes pertaining to this Agreement between the City and the Contractor shall be settled internally with the appropriate City staff making the final determination and through the following chain of command: (1) Assistant Operations

Manager, (2) Director of Public Works, (3) Deputy City Manager, and (4) City Manager. The Purchasing Administrator shall be informed of all dispute resolution meetings pertaining to this Agreement. In the event a dispute cannot be settled through the chain of command set forth in this section, the dispute shall be brought forward in a court of competent jurisdiction.

**6.14 Performance Bond.** The Contractor shall at all times during the term of this Agreement keep in full force and effect a \$1,000,000.00 performance bond in favor of City posted by a bonding company/agent duly licensed to do business within the State of Florida. Said bond shall be given to the City's representative upon execution of this Agreement by Contractor, and shall be in a form satisfactory to City.

**6.15 Assignment and Sub-Letting.** No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

**6.16 Books and Records.** The Contractor shall keep at the local office, records of residential households, residential containerized customers, and commercial customers, the frequency of collection of the waste of said customers, the size of containers, if any, of said customers and the charges therefore, and the City shall have the right to review said records, and any other records reasonably required to determine the accuracy of the Contractor's payment to City.

**6.17 Pilot Programs.** The Contractor agrees to work with the City in the development of innovative and cost-effective integrated collection programs at no risk to the City. Such programs may include, but are not limited to, a volume based user-fee collection system; pilot areas based on solid waste stream generation patterns in specific neighborhoods; and a once a week collection option. Contractor shall meet with City Manager on a semi-annual basis to review contract performance and evaluate prospective and/or ongoing pilot programs.

**6.18 Vacation Policy.** By charter of the City, residents and businesses are required to have garbage collection service. No credit will be given for vacation.

**6.19 Commercial Account Closing-Termination of Service.** Customers who relocate or move may terminate garbage service and they will receive a refund for credit balances over \$2.00. Customers must contact the hauler and complete the form for stop service.

**6.20 New Service.** Customers opening a new account must be an owner or a tenant with approval from the owner to begin the service. Ultimately, owners of a dwelling unit or commercial facility will be billed by the City or Contractor for any unpaid balances. The owner is responsible for any and all past due accounts.

**ARTICLE 7**  
**EVENTS OF DEFAULT**

The occurrence of any of the following events shall be deemed an "Event of Default" for purposes of this Agreement:

A. Failure by Contractor to pay the Franchise Fee or any portion thereof when collected by Contractor, when due, or the failure by Contractor to pay any other amount payable under the provisions of this Agreement, when due; or

B. Any representation or warranty made by Contractor in connection with the execution or delivery of this Agreement or in any other document, instrument or agreement provided to the City at any time, shall at any time prove to have been incorrect in any respect as of the date on which made or delivered or shall no longer continue to be true, except as expressly provided or permitted otherwise to the contract in this Agreement; or

C. Contractor shall be adjudicated as bankrupt or insolvent; or a trustee, receiver, examiner, liquidator or similar official shall be appointed for Contractor or for any part of its properties in any involuntary proceeding, or any court shall take jurisdiction of any part of the property of Contractor in any involuntary proceeding or the reorganization, dissolution, liquidation, winding up, arrangement, adjustment or composition of Contractor; or Contractor shall fail to pay or bond or otherwise discharge any one or more judgments or attachments which are unstayed on appeal; or

D. Contractor shall:

- (1) Institute any proceeding seeking to adjudicate Contractor a bankruptcy or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of Contractor's debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it;
- (2) Make an assignment for the benefit of credits;
- (3) Admit in writing its inability or failure to pay its debts generally as they become due;
- (4) Apply for, seek, consent to, or acquiesce in, the appointment of a receiver, trustee, examiner, liquidator or similar official for it

or any substantial part of its property; or

E. The submission of any intentionally false or misleading report, document, certificate or instrument by Contractor to the City.

The City may notify Contractor in writing of the occurrence of any Event of Default. If such Event of Default cannot be cured within ten (10) days of receipt of notification, Contractor shall commence such cure within ten (10) days and diligently pursue the cure. Notwithstanding the foregoing, if Contractor shall fail to collect or haul for disposal on any Scheduled Collection Day or Scheduled Commercial Collection Day the solid waste of ten or more customers, Contractor shall have until the end of the next business day after Contractor receives written notification of such Default within which to cure such Default.

Venue. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida, and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party, including reasonable appellate attorney's fees, paralegal expenses, interest and taxable costs.

#### **ARTICLE 8** **NOTICE**

Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for sending notice, to wit:

#### **FOR CITY:**

David J. Rivera, City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
Fax: 954-973-8777  
Email: [drivera@coconutcreek.net](mailto:drivera@coconutcreek.net)

And

City Attorney, City of Coconut Creek  
Attn: Paul Stuart, Esq.

4800 West Copans Road  
Coconut Creek, FL 33063  
Fax: 954.973.6790  
Email: pstuart@coconutcreek.net

**FOR CONTRACTOR:**

Mr. Robert Hely, Area Municipal Services Manager  
Republic Services of Florida Limited Partnership  
d/b/a All Service Refuse  
751 NW 31<sup>st</sup> Avenue  
Fort Lauderdale, Florida 33311-6699  
Fax: 954.583.1067  
Email: RHely@republicservices.com

and

Republic Services, Inc.  
General Counsel Office  
18500 N. Allied Way  
Phoenix, AZ 95054

and

Matthew E. Morrall, Esq.  
Matthew E. Morrall, P.A.  
2850 N. Andrews Avenue  
Fort Lauderdale, Florida 33311-2514  
Fax: 954-566-7754  
Email: [morrall@bellsouth.net](mailto:morrall@bellsouth.net)

**ARTICLE 9**  
**ACCEPTANCE OF RIGHTS**

By acceptance of the rights and privileges granted pursuant to this Agreement, the Contractor agrees to comply with each and every provision; term; and condition hereof including, without limitation, any additions or amendments hereafter adopted; all federal and state laws; all local laws; ordinances; rules; regulations; and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect the work, or which in way affect the conduct of the work, and any amendments thereto. The Contractor shall also comply with all rules or regulations now existing or hereinafter adopted or amended by the City that relate to the collection and transportation services performed or to be performed by Contractor pursuant hereto; however, any rules or regulations adopted or amended subsequent to the date of execution of this Agreement shall not be effective to the extent of any inconsistency with the terms hereof unless approved by the Contractor.

**ARTICLE 10**  
**INDEMNIFICATION**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the Contractor shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

#### **ARTICLE 11** **PRIOR AGREEMENTS SUPERSEDED**

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **ARTICLE 12** **MISCELLANEOUS**

12.1 **Point of Contact.** All dealings, contacts, negotiations, etc. between the Contractor and the City shall be directed by the Contractor to the Contract Administrator. All dealings with the Contractor shall be directed to the General Manager, All Service

Refuse, 751 NW 31<sup>st</sup> Avenue, Lauderhill, FL 33311.

**12.2 Force Majeure.** Any failure or delay in performance due to contingencies beyond a party's control, including, but not limited to, riots, terrorist acts, compliance with government orders, fires, extreme weather and acts of god, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter. Any lockouts or any other labor action taken by Contractor shall not be considered a Force Majeure event.

**12.3 Non-Discrimination.** The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**12.4 Integration of Provision and Amendment.** This Agreement and the exhibits attached constitutes the whole agreement between the parties. All prior agreements or oral negotiations are included herein and as such this Agreement constitutes the entire agreement between the parties.

**12.5 Law to Govern.** This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue for any actions pursuant to this agreement shall be in Broward County, Florida.

**12.6 Illegal Provisions.** If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**12.7 Compliance with Laws.** The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

**12.8 License and Taxes.** The Contractor shall obtain all licenses and permits (other than the license and permit granted by the City) and promptly pay all taxes required by the City.

**12.9 Attorney Fees.** In the event of litigation between the parties, the prevailing party shall be entitled to recover, in addition to other relief the court may award, a reasonable attorneys' fee, expert witness fees, litigation related expenses and court costs.

**12.10 Transferability of Contract.** No assignment of the Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City; such consent of the City shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.



**12.11 Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed, nor may any of the terms hereof be waived, except by a written instrument by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY through its City Commissioners, signing by and through its City Manager, authorized to execute same by Board action on the 21st day of September, 2011, and REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, signing by and through its Area Municipal Services Manager who is duly authorized to execute same.

[Signatures on next page]

ATTEST:

Barbara S. Price  
Barbara S. Price, City Clerk

CITY  
CITY OF COCONUT CREEK

By: David J. Rivera  
David J. Rivera, City Manager

APPROVED AS TO FORM:

By: Paul S. Stuart  
Paul S. Stuart, City Attorney

CONTRACTOR

REPUBLIC SERVICES OF FLORIDA,  
LIMITED PARTNERSHIP  
d/b/a ALL SERVICE REFUSE  
by and through its General Partner  
Republic Services of Florida GP, Inc.

Signed and delivered  
in the presence of witnesses

Mats Muel  
Janet Landulsky

By: Robert Hely  
Robert Hely  
Area Municipal Services Manager

Date: 9/19/11

## **LIST OF EXHIBITS**

- |                    |  |
|--------------------|--|
| <b>EXHIBIT "A"</b> | <b>Charges and Rates</b>   |
| <b>EXHIBIT "B"</b> | <b>Location Summary – Multi-Family</b>   |
| <b>EXHIBIT "C"</b> | <b>Qualifications and Formal Response to Solid Waste and Recycling Services (City-Wide Franchise) RFP 05-11-11-11 dated May 18, 2011</b> |

Exhibit A

RFP No. 05-11-11-11

SCHEDULE OF PROPOSAL PRICES

SCHEDULE A

(Page 1 of 3)

Disposal Tonnage Rate (Tipping Fee)	\$ 72.57
Nonprocessable Disposal Rate/Yd.	\$ 8.50

**Residential - Manual Collection Option (per household per month):**

Hauling	\$
Disposal	\$
Sub Total	\$
Franchise Fee	\$ 4.23
Total Rate	\$
Total Rate If Contractor Invoices Resident	\$

**Residential - Automated Collection Option (per household per month):**

Hauling	\$ 3.27
Disposal	\$ 6.83
Sub Total	\$ 10.10
Franchise Fee	\$ 4.23
Total Rate	\$ 14.33
Total Rate If Contractor Invoices Resident	\$ N/A

**Monthly Container Maintenance (per container per month):**

2 Cubic Yards Including \$1.73 Franchise Fee	\$ 5.90
3 Cubic Yards Including \$1.73 Franchise Fee	\$ 5.90
4 Cubic Yards Including \$1.73 Franchise Fee	\$ 5.90
6 Cubic Yards Including \$1.73 Franchise Fee	\$ 5.90
8 Cubic Yards Including \$1.73 Franchise Fee	\$ 5.90

## SCHEDULE OF PROPOSAL PRICES

SCHEDULE A  
(Page 2 of 3)

Disposal Tonnage Rate (Tipping Fee)	\$ 72.87
Nonprocessable Disposal Rate/Yd.	\$ 8.50

**Rolloff:**

20 Yard Container	\$ 0.00
Container Maintenance	\$ 0.00
Processable Loads	\$ 0.00
Haul Charge	\$ 180.00
<b>Total Cost Before Franchise Fee</b>	<b>\$ 180.00</b>
Disposal Charge	BOW
Franchise Fee	\$37.49 + 18.00 per ton

BOW (Based on Weight): Disposal is calculated based on actual weight of each load at the then current tonnage rate plus franchise fee.

## SCHEDULE OF PROPOSAL PRICES

SCHEDULE A  
(Page 3 of 3)

Disposal Tonnage Rate (Tipping Fee)	\$	72.67
Nonprocessable Disposal Rate/Yd.	\$	8.50

<b>30 Yard Container</b>	\$	0.00
Container Maintenance	\$	0.00
Processable Loads	\$	0.00
Haul Charge	\$	190.00
<b>Total Cost Before Franchise Fee</b>	\$	190.00
Disposal Charge	\$	BOW
Franchise Fee		\$37.49 + 18.00 per ton

<b>40 Yard Container</b>	\$	0.00
Container Maintenance	\$	0.00
Processable Loads	\$	0.00
Haul Charge	\$	190.00
<b>Total Cost Before Franchise Fee</b>	\$	190.00
Disposal Charge		BOW
Franchise Fee		\$37.49 + 18.00 per ton

<b>Construction &amp; Demolition (C&amp;D)</b>		
20 Cubic Yard (Include Franchise Fee of \$ 40)	\$	407.10
30 Cubic Yard (Include Franchise Fee of \$ 60)	\$	507.40
40 Cubic Yard (Include Franchise Fee of \$80)	\$	607.70

BOW (Based on Weight): Disposal is calculated based on actual weight of each load at the then current tonnage rate plus franchise fee.

SCHEDULE OF PROPOSAL PRICES

SCHEDULE B

RECYCLED MATERIALS COLLECTION:

Single-Family	\$ 2.20	per month
Multi-Family	\$ 1.10	per month
Commercial	\$	per month

## SCHEDULE OF PROPOSAL PRICES

## SCHEDULE C

MULTI-FAMILY RESIDENTIAL UNITS  
(Under Chute)  
(Page 1 of 2)Effective: 10/01/11 Rate: \$6.953 per yard

2 Cubic Yards	Collection	\$20.03	\$40.05	\$60.08	\$80.11	\$100.13	\$120.18	\$140.18
	Disposal	\$26.16	\$52.32	\$78.47	\$104.63	\$130.79	\$156.95	\$183.11
	Franchise Fee	\$14.03	\$28.06	\$42.08	\$56.12	\$70.16	\$84.18	\$98.20
	Total	\$60.22	\$120.43	\$180.64	\$240.85	\$301.07	\$361.29	\$421.49
3 Cubic Yards	Collection	\$30.04	\$60.08	\$90.12	\$120.16	\$150.20	\$180.24	\$210.28
	Disposal	\$39.24	\$78.47	\$117.71	\$156.95	\$196.20	\$235.44	\$274.68
	Franchise Fee	\$21.04	\$42.08	\$63.13	\$84.18	\$105.22	\$126.26	\$147.31
	Total	\$90.32	\$180.64	\$270.96	\$361.29	\$451.62	\$541.94	\$632.27
4 Cubic Yards	Collection	\$40.05	\$80.11	\$120.16	\$160.21	\$200.25	\$240.32	\$280.37
	Disposal	\$52.32	\$104.63	\$156.95	\$209.28	\$261.60	\$313.92	\$366.24
	Franchise Fee	\$28.06	\$56.12	\$84.18	\$112.23	\$140.29	\$168.36	\$196.41
	Total	\$120.43	\$240.85	\$361.29	\$481.72	\$602.15	\$722.59	\$843.02
6 Cubic Yards	Collection	\$60.08	\$120.16	\$180.24	\$240.32	\$300.39	\$360.47	\$420.55
	Disposal	\$78.47	\$156.95	\$235.44	\$313.92	\$392.39	\$470.87	\$549.34
	Franchise Fee	\$42.08	\$84.18	\$126.26	\$168.36	\$210.44	\$252.53	\$294.61
	Total	\$180.64	\$361.29	\$541.94	\$722.59	\$903.22	\$1,083.87	\$1,264.50
8 Cubic Yards	Collection	\$80.11	\$160.21	\$240.32	\$320.42	\$400.53	\$480.63	\$560.74
	Disposal	\$104.63	\$209.28	\$313.92	\$418.55	\$523.18	\$627.83	\$732.47
	Franchise Fee	\$56.12	\$112.23	\$168.35	\$224.47	\$280.58	\$336.70	\$392.82
	Total	\$240.86	\$481.72	\$722.59	\$963.44	\$1,204.29	\$1,445.16	\$1,686.03



## SCHEDULE C

**MULTI-FAMILY RESIDENTIAL UNITS  
(Under Chute)**  
(Page 2 of 2)

<b>1. Rollout</b>	\$ 16.44	\$3.42	\$ 19.86	per month for short (less than 10'), easy rollout, 1x per week.
	\$ 18.44	\$3.42	\$ 19.86	per month for each additional day per week.
	\$	\$4.46	\$ N/A	per month for long, difficult rollout, 1x per week.
	\$	\$4.46	\$ N/A	per month for each additional day per week.
<b>2. Specials</b>	\$ 15.00	\$3.39	\$ 18.39	per uncompacted yard - weekdays.
<b>3. Compacted Rates</b>	\$ 124.87	\$18.03	\$ 137.70	2 cu. yd. per pickup
	\$ 187.00	\$19.54	\$ 206.54	3 cu. yd. per pickup
	\$ 249.33	\$26.08	\$ 275.39	4 cu. yd. per pickup
	\$ 373.96	\$39.09	\$ 413.05	6 cu. yd. per pickup

## SCHEDULE OF PROPOSAL PRICES

## SCHEDULE D

## COMMERCIAL

Effective: 10/01/11 Rate: \$12.647 per yard

2 Cubic Yards	Collection	\$59.48	\$118.92	\$178.38	\$237.84	\$297.30	\$356.76	\$416.22
	Disposal	\$28.28	\$56.56	\$84.84	\$113.12	\$141.40	\$169.68	\$197.97
	Franchise Fee	\$21.78	\$43.55	\$65.34	\$87.12	\$108.90	\$130.68	\$152.46
	Total	\$109.52	\$219.03	\$328.56	\$438.08	\$547.60	\$657.12	\$766.65
3 Cubic Yards	Collection	\$89.19	\$178.38	\$267.57	\$356.76	\$445.95	\$535.14	\$624.33
	Disposal	\$42.42	\$84.84	\$127.26	\$169.68	\$212.11	\$254.52	\$296.94
	Franchise Fee	\$32.67	\$65.34	\$98.01	\$130.68	\$163.36	\$196.02	\$228.69
	Total	\$164.28	\$328.56	\$492.84	\$657.12	\$821.41	\$985.68	\$1,149.96
4 Cubic Yards	Collection	\$118.92	\$237.84	\$356.76	\$475.68	\$594.60	\$713.52	\$832.44
	Disposal	\$56.56	\$113.12	\$169.68	\$226.25	\$282.80	\$339.37	\$395.93
	Franchise Fee	\$43.56	\$87.12	\$130.68	\$174.24	\$217.80	\$261.36	\$304.92
	Total	\$219.04	\$438.08	\$657.12	\$876.17	\$1,095.20	\$1,314.25	\$1,533.29
6 Cubic Yards	Collection	\$178.38	\$356.76	\$535.14	\$713.52	\$891.90	\$1,070.28	\$1,248.66
	Disposal	\$84.84	\$169.68	\$254.52	\$339.37	\$424.21	\$509.05	\$593.89
	Franchise Fee	\$65.34	\$130.68	\$196.02	\$261.36	\$326.70	\$392.04	\$457.38
	Total	\$328.56	\$657.12	\$985.68	\$1,314.25	\$1,642.81	\$1,971.37	\$2,299.93
8 Cubic Yards	Collection	\$237.84	\$475.68	\$713.52	\$951.36	\$1,189.20	\$1,427.04	\$1,664.88
	Disposal	\$113.12	\$226.25	\$339.37	\$452.49	\$565.61	\$678.73	\$791.85
	Franchise Fee	\$87.12	\$174.24	\$261.36	\$348.48	\$435.60	\$522.72	\$609.84
	Total	\$438.08	\$876.17	\$1,314.25	\$1,752.33	\$2,190.41	\$2,628.49	\$3,068.57

SCHEDULE E

COMMERCIAL

<b>1. Rollout</b>	\$ 16.44	\$3.42	\$ 19.86	per month for short (less than 10'), easy rollout, 1x per week.
	\$ 16.44	\$3.42	\$ 19.86	per month for each additional day per week.
	\$	\$4.46	\$ N/A	per month for long, difficult rollout, 1x per week.
	\$	\$4.46	\$ N/A	per month for each additional day per week.
<b>2. Specials</b>	\$ 15.00	\$8.85	\$ 21.85	per uncompacted yard -- weekdays.
<b>3. Compacted Rates</b>	\$ 185.08	\$23.74	\$ 188.82	2 cu. yd. per pickup
	\$ 247.62	\$35.81	\$ 283.23	3 cu. yd. per pickup
	\$ 330.16	\$47.48	\$ 377.64	4 cu. yd. per pickup
	\$ 495.24	\$71.22	\$ 566.46	6 cu. yd. per pickup
	\$ 660.32	\$94.95	\$ 755.27	8 cu. yd. per pickup

## SCHEDULE OF PROPOSAL PRICES

## SCHEDULE F

## MULTI-FAMILY RESIDENTIAL UNITS

Effective: 10/01/11 Rate: \$7.516 per yard

2 Cubic Yards	Collection	\$21.65	\$43.30	\$64.95	\$86.60	\$108.25	\$129.90	\$151.55
	Disposal	\$28.28	\$56.56	\$84.84	\$113.12	\$141.40	\$169.68	\$197.97
	Franchise Fee	\$15.16	\$30.31	\$45.47	\$60.62	\$75.78	\$90.93	\$106.09
	Total	\$65.09	\$130.17	\$195.26	\$260.34	\$325.43	\$390.51	\$455.61
3 Cubic Yards	Collection	\$32.48	\$64.95	\$97.43	\$129.90	\$162.38	\$194.85	\$227.33
	Disposal	\$42.42	\$84.84	\$127.26	\$169.68	\$212.11	\$254.52	\$296.94
	Franchise Fee	\$22.73	\$45.47	\$68.20	\$90.93	\$113.66	\$136.40	\$159.13
	Total	\$97.63	\$195.26	\$292.89	\$390.51	\$488.15	\$585.77	\$683.40
4 Cubic Yards	Collection	\$43.30	\$86.60	\$129.90	\$173.20	\$216.50	\$259.80	\$303.10
	Disposal	\$56.56	\$113.12	\$169.68	\$226.25	\$282.80	\$339.37	\$395.93
	Franchise Fee	\$30.31	\$60.62	\$90.93	\$121.24	\$151.65	\$181.86	\$212.17
	Total	\$130.17	\$260.34	\$390.51	\$520.69	\$650.85	\$781.00	\$911.20
6 Cubic Yards	Collection	\$64.95	\$129.90	\$194.85	\$259.80	\$324.75	\$389.70	\$454.65
	Disposal	\$84.84	\$169.68	\$254.52	\$339.37	\$424.21	\$509.05	\$593.89
	Franchise Fee	\$45.47	\$90.93	\$136.40	\$181.86	\$227.33	\$272.70	\$318.26
	Total	\$195.26	\$390.51	\$585.77	\$781.03	\$976.29	\$1,171.54	\$1,366.80
8 Cubic Yards	Collection	\$86.60	\$173.20	\$259.80	\$346.40	\$433.00	\$519.60	\$606.20
	Disposal	\$113.12	\$226.25	\$339.37	\$452.49	\$565.61	\$678.73	\$791.85
	Franchise Fee	\$60.62	\$121.24	\$181.86	\$242.48	\$303.10	\$363.72	\$424.34
	Total	\$260.34	\$520.69	\$781.03	\$1,041.37	\$1,301.71	\$1,562.05	\$1,822.39

**SCHEDULE G**  
**MULTI-FAMILY RESIDENTIAL UNITS**

<b>1. Rollout</b>	\$ 16.44	\$3.42	\$ 19.86	per month for short, easy rollout, 1x per week.
	\$ 16.44	\$3.42	\$ 19.86	per month for each additional day per week.
	\$	\$4.46	\$ N/A	per month for long, difficult rollout, 1x per week.
	\$	\$4.46	\$ N/A	per month for each additional day per week.
<b>2. Specials</b>	\$ 15.00	\$5.81	\$ 20.81	per uncompacted yard – weekdays.
<b>3. Compacted Rates</b>	\$ 134.77	\$11.88	\$ 146.65	2 cu. yd. per pickup
	\$ 202.16	\$17.82	\$ 219.98	3 cu. yd. per pickup
	\$ 269.54	\$23.76	\$ 293.30	4 cu. yd. per pickup
	\$ 404.31	\$35.64	\$ 439.95	6 cu. yd. per pickup
	\$ 539.06	\$42.02	\$ 581.10	8 cu. yd. per pickup.

Exhibit B

LOCATION SUMMARY  
MULTI-FAMILY

Name/Address Complex	No. of Units	No. of Sites
Banyan Bay - 4500 W. Atlantic Blvd.	416	1 (Compactor)
Centura Parc - 3600 W. Copans Rd.	164	12
Coco Parc - 961 Lyons Rd.	384	1 (Compactor)
Coconut Creek Apartments - 371-477 Sunshine Dr.	66	3
Coconut Creek Palm Club - 5406 N.W. 55th Blvd.	300	1 (Compactor)
Country Club Lakes - 5800 N.W. 74th Pl.	196	1 (Compactor)
Cypress Shores - 1901 Lyons Rd.	300	1 (Compactor)
Deerfield Lakes Mobile Home Park - 4400 N.W. 69th Ct.	346	1 (Compactor)
Fisherman's Landing - 4854 Fisherman's Dr.	268	9
Pineview Lakes - 3621 W. Hillsboro Blvd.	192	11
Wood Lake Villas - Banks Rd. South of Coconut Creek Pkwy.	75	5
Renfrew Center - 1700 N.W. 48th Ave.	20	1
Hammocks Condominiums - 1700-1864 Hammocks Blvd.	88	4
TOWNSHIP		
Applewood Village I - 2615-2725 Carambola Cr., N.	156	4
Applewood Village II - 2726-2857 Carambola Cr., S.	186	5
Applewood Village III - 4619-4755 Carambola Cr., N.	136	5
Applewood Village IV - 2858-2973 Carambola Cr., S.	166	4
Bayport - 4250, 4450 N.W. 30th St.	136	5
Bayview - 4101-4171 Coral Tree Cr.	144	5
Baywood III - 4472-4618 Carambola Cr., N.	146	6
Baywood Village I - 2502-2614 Carambola Cr., N.	144	4
Baywood Village II - 4650-4874 N.W. 22nd St.	224	7
Center Point - 3968-4142 Cocoplum Cr.	144	6
Crown Pointe - 3968-4142 Cocoplum Cr.	168	6
Ollvine - 3600-3990 Coral Tree Cr.	372	1 (Compactor)
Gingertree I - 3200-3358 Carambola Cr., S.	80	3
Golden Raintree I - 2551-2781 N.W. 42nd Ave.	56	2
Golden Raintree II - 2001-2259 N.W. 45th Ave.	94	3

Golden Raintree III - 3001-3067 N.W. 48th Ave.	83	3
<b>Name/Address Complex</b>	<b>No. of Units</b>	<b>No. of Sites</b>
Golden Raintree III - 4602-4769 N.W. 30th St.		
Golden Raintree Place IV - 3313-3507 Carambola Cr., S.	98	3
Golden Raintree V - 4301-4399 Carambola Cr., N.	102	5
Golden Raintree VI - 3601-3817 Carambola Cr., N.	109	6
Karanda I - 3101-3395 Cocoplum Cr.		
Karanda I - 3401-3671 Cocoplum Cr.		
Karanda I - 3625-3945 Cocoplum Cr.	284	12
Karanda II - 4201-4471 Carambola Cr., S.	124	4
Karanda III - 3625-3967 Cocoplum Cr.	243	10
Karanda V - 3224-3498 N.W. 47th Ave.	216	5
Karanda VI - 3517-3895 N.W. 35th St.	189	6
Karanda VII - 4100-4199 Carambola Cr., S.	168	3
Karanda Village IV - 3819-4087 Carambola Cr., N.	142	5
Pond Apple Place I - 2550-2854 N.W. 42nd Ave.	40	2
Pond Apple Place II - 4400-4522 N.W. 20th St.		
Pond Apple Place II - 2100-2156 N.W. 45th Ave.		
Pond Apple Place II - 4401-4443 N.W. 22nd Rd.	88	4
Pond Apple Place III - 4029-4231 N.W. 22nd St.	120	3
Pond Apple Place IV - 3001-3311 Carambola Cr., S.	156	5
Star Pointe - 3500-3884 Cocoplum Cr.	192	7
Tradewinds - 2900-3150 N.W. 42nd Ave.	198	5
TCMA Administrative Bldg.	0	1
<b>WYNMOOR - 3333 Coconut Creek Parkway</b>		
Abaco	256	6
Andros	248	5
Antigua I	256	5
Antigua II	272	5
Aruba	328	6
Bahama	304	7
Bermuda	224	5
Bimini	376	7
Cayman	144	3

Eluethera	240	5
Granada	320	6
Lucaya I	272	5
<b>Name/Address Complex</b>	<b>No. of Units</b>	<b>No. of Sites</b>
Lucaya II	272	5
Martinique	360	10
Nassua	276	7
Portofino I	264	5
Portofino II	376	7
Vistoria	472	10
Performance Center	0	1
Community Center/Recreation Complex	0	1
Evergreen Lakes - 5071 Wiles Rd.	320	1 (Compactor)
Banyan Pointe (Banyan Trails Plat) - 3597 Wiles Rd.	300	1 (Compactor)
Hillsboro Bay Club - 3600 W. Hillsboro Rd.	366	1 (Compactor)
Club Caribe - 550 N.W. 61st St.	377	9
Riviera Palms (Florida Club Apartments) - 3860 Lyons Rd.	248	1 (Compactor)
Vista Verde - 4768 W. Atlantic Blvd.	288	1 (Compactor)
Carrington at Coconut Creek - 4804 N. State Road 7	272	1 (Compactor)
St. Andrews/Enclave (Winston Park Plat - Section 2C) 5400 Lyons Rd.	562	1 (Compactor)