

FIRST AMENDMENT TO THE 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

This is a First Amendment dated the 14th day of January, 2016 and effective date is January 1, 2016 to the Agreement dated the 22nd day of September, 2011 between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, its successors and assigns, (hereinafter referred to as "City"), through its Commissioners;

AND

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP d/b/a ALL SERVICE REFUSE, its successors and assigns, (hereinafter referred to as "Contractor") (hereinafter referred to as "Agreement").

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; and

WHEREAS, Contractor and City have an existing Agreement in place and the initial term expired on September 30, 2015 and was extended for ninety (90) days or until December 29, 2015 as provided for in Article I of the Agreement; and

WHEREAS, the parties desire to extend the Agreement an additional twenty-one (21) months to end September 30, 2017 as provided for in Article I of the Agreement; and

WHEREAS, the City went out for a Request for Proposals ("RFP") for Solid Waste and Recycling Collection Services on or around June 2015, however, the City became aware during the RFP process that two (2) of the Proposers were in the process of merging, therefore the City Commission rejected all bids at its meeting in August, 2015; and

WHEREAS, the City believes that it is in the best interest of the residents of Coconut Creek to extend the Agreement with Republic Services of Florida d/b/a All Service Refuse; and

WHEREAS, since the time of execution of the Agreement, the Resource Recovery Board has been eliminated and the North Waste-to-Energy Plant has closed among other changes since the execution of this Agreement; and

WHEREAS, due to changes beyond Contractor's control, Contractor is incurring additional costs due to the change in operations resulting from the closure of the North Waste-to-Energy Plant and the resulting transfer station use as well as the South Waste-to-Energy Plant being frequently backed up for hours as well as other changes in costs and operations since the inception of the Agreement which have required additional trucks and staffing to ensure pickups are completed in the City in a timely manner; and

WHEREAS, these changes beyond Contractor's control could not have been foreseen by Contractor; and

WHEREAS, the parties desire to ensure that Contractor is fairly compensated for these extraordinary and unusual changes in the cost of operations and have provided for price increases in this First Amendment commensurate with such changes; and

WHEREAS, the City desires to amend the Agreement to include multi-family plastic dumpster containers for Wynmoor Multi-Family subdivision as set forth herein, and

WHEREAS, notwithstanding the costs or any of the other reasons set forth above the City has the ability to enter into this Agreement as amended, under Florida Law and its Home Rule Powers for the protection of the Public Health, Safety and Welfare of its citizens, and

WHEREAS, Republic would not enter into this Agreement to extend without the changes in price and terms; and

WHEREAS the City and Republic have mutually agreed to the terms and conditions to extend and amend the Agreement as modified herein and as allowed by Florida law.

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

1. The above recitals are true and correct and are incorporated herein by reference.

2. Article 3 "Waste Collection" of the Agreement shall be amended to read:

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 replace existing metal dumpsters with new plastic dumpsters for chute rooms in the Wynmoor Community to reduce the chance of property damage within ninety (90)

days of the execution of this First Amendment. 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 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.

3.2 **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 Contractor will ensure that no City municipal solid waste collected by Contractor or any of their Subcontractors shall be deposited in Monarch Hill landfill under any condition at any time.

3.4 **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.

3.4.1 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.

3.5 **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.

3.6 **Collection-Automated.** Contractor ~~has provided~~ 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 residential curbside cart shall become the property of the City. Collection of garbage shall only be collected when placed in ~~container~~ cart. In the event a refuse ~~container~~ cart is rendered unable to contain waste material, Contractor shall replace or repair the ~~cart~~ containers 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 ~~cart~~ containers within three (3) business days after being notified by City or resident of such condition. Notwithstanding the aforementioned, each ~~cart~~ 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

3.7 **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, FOOT 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's intends to convert/substitute its collection vehicles shall be to utilize CNG trucks for collection during the term of this aAgreement. 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.~~

3.8 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.

3.9 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"**.

3.10 Revisions of Charges and Rates. The rates established in this ~~initial proposal~~ First Amendment to the Agreement shall be adjusted on October 1, 2016~~2~~, 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 ~~42.53-72.57~~. 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 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 or if the operation of a new or alternate facility affects the operation of the Contractor, the City and the Contractor shall negotiate an appropriate adjustment in the Rates after the Contractor provides evidence of the operational effects of the change, 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 or operational 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 and the additional operational costs). 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:

$$\text{City's Prorated Cost} = \text{Cost} \times \text{Remaining Term} / \text{Initial Term}$$

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 First Amendment to the Agreement is terminated (b) through and including September 30, 20175(i.e., the last day of the First Amendment to 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 operational and 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 and operational costs are reasonable, fully documented by Contractor, and limited to the amount that the Contractor's transportation and operational costs incurred as a result of having to transport the Solid Waste or Recyclable Materials more than 20 miles and to any additional operational costs to the new or alternate Designated Facility.

Notwithstanding anything else contained herein, the City and Contractor agree that in the event the City directs Contractor to the South Waste-to-Energy Plant, then the collection rates will be as set forth in Exhibit "D" attached hereto as adjusted for any CPI after the date of this Agreement.

- 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.

3.11 **Billing and Collections**

3.11.1 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.

3.11.2 **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"**.

3.12 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.

3.13 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 on October 1, 2016 for the 2017 Contract Term. ~~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, 2016₂

- 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, on October 1, 2016 annually, the sum of twenty thousand (\$20,000) dollars to sponsor annual City events.
- e) The Contractor shall pay to the City on October 1, 2016 annually the sum of forty-five thousand (\$45,000) dollars to fund solid waste/recycling activity.

3.14 **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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 **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 15th 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 15th of each year of this agreement.

3. **Article 4, "Recycling Collection of the Agreement shall be amended to read:**

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 tabletop 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. Contractor shall provide single stream recycling to Multi-Family complexes. Ninety-five (95) gallon carts or dumpsters shall be provided to meet the needs of community. Collection locations may be centrally located or at dumpster enclosures dependent on the needs of the community as permitted by City Code. Multi-Family locations are identified in Exhibit "B".~~

Single-Family/Curbside. Contractor shall has provided 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~~once 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 ~~have~~shall ~~agreed~~ 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. Contractor may be required to provide new dumpsters that are to be owned by Contractor for recycling at Multi-Family locations where permissible by City Code and can be located on site within industry standards and City Code. 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 carts 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. Carts 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 10th of each month outlining: weight of each sort collected on a daily basis per route, daily number of drive-bys, and 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.~~

4.8 **Processing.** The Contractor shall transport the materials collected to a licensed Materials Recovery Facility (MRF) or a Recovered Materials Processing Facility (RMPF). 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 for the earlier of ninety (90) days or until such time as a new contract is secured.

4.9 **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.

4.10 **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.

4. Article 6, "General Terms and Conditions" of the Agreement shall be amended to read:

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 material 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:

6.51 **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 the Agreement effective on the date of such lapse.

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.

6.21 **Replacement of Residential Carts.** Contractor shall be responsible for the purchase and replacement of carts and/or parts as necessary for residential carts.

The City shall determine the specifications for all replacement carts. However, if damage is caused by customer, Contractor may charge customer for replacement or repair up to Seventy-five Dollars (\$75.00). Contractor will maintain the inventory of garbage and recycling carts at Contractor's place of business. All carts 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.

6.22 **Data Gathering.** The Contractor shall provide the Contract Administrator with a monthly report due by the 10th of each month outlining: weight of each sort collected on a daily basis per route, daily number of drive-bys, and daily number of set outs, adjusted weight, weight ticket numbers, and, if available from facility, percentage of contamination. 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. Contractor shall provide tonnage reports including scale tickets received by authorized solid waste disposal companies including Wheelabrator and Sun-Bergeron by the last day of the month for the previous month. Contractor shall have until the last day of the month to provide copies of the scale tickets for the previous month's tonnage. This shall pertain to all materials collected under this Agreement.

6.23 **Certification.** When requested, Contractor shall provide green building certification data to the City, any Developer, or businesses undertaking construction or remodeling activities within the City on the form attached as Exhibit "E". The information shall be provided in a timely manner. The Contractor shall have forty-five (45) days from the collection date to provide this data to the party seeking certification.

6.24 **Public Records.** Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

- a) Notify the City of any public records requests received by Contractor related to this Agreement within three (3) days of receipt.
- b) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- c) Provide the public with the access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

- e) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Contractor.
- f) If Contractor does not comply with this section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

5. Article 7, "Events of Default" of the Agreement shall be amended to read:

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.

F. **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated exclusively 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.

6. Article 8, "Notice" of the Agreement shall be amended to read:

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, Mary C. Blasi, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Fax: 954-973-6777
Email: driveramblasi@coconutcreek.net

and

City Attorney, City of Coconut Creek
Attn: ~~Paul Stuart~~ Terrill C. Pyburn, Esq.
4800 West Copans Road
Coconut Creek, FL 33063
Fax: 954.973.6790
Email: ~~pstuart~~tpyburn@coconutcreek.net

FOR CONTRACTOR:

~~Mr. Robert Haley~~ Area Municipal Services Manager ~~Jean-Pierre Turgot~~ General Manager Fort Lauderdale Division
Republic Services of Florida Limited Partnership d/b/a All Service Refuse
751 NW 31st Avenue
Fort Lauderdale, Florida 33311-6699
Fax: 954.583.1067
Email: ~~RHelyj~~turgot@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

7. The parties agree that Exhibit "A" "Charges and Rates," Schedules "A" through "G" to the Agreement is hereby repealed and a new Exhibit "A" "Charges and Rates," Schedules "A" through "G" is provided in its place.

8. The parties agree that Exhibit "B", "Location Summary-Multi-Family" to the Agreement is hereby repealed and a new Exhibit "B", "Location Summary-Multi-Family" is provided in its place.

9. Except to the extent modified herein, all other terms and conditions of the Agreement between the City of Coconut Creek and Republic Services of Florida, Limited Partnership d/b/a All Services Refuse for Furnishing Solid Waste and Recycling Collection Services dated September 22, 2011 shall 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 this 14th day of January, 2016, and REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, signing by and through its Area Municipal Services Manager who is duly authorized to execute same.

City of Coconut Creek, Florida.



Mary C. Blasi, City Manager 1/28/16

Attest:



Leslie Wallace May, MMC
City Clerk

Approved as to form:



Terrill C. Pyburn, City Attorney 1/27/16

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

Alison Lawrence
[Signature]

By: *[Signature]* 01252016
Jean-Pierre Turgot
Authorized Representative

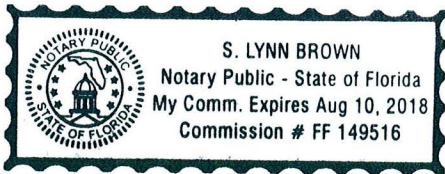
Date: 01/25/2016

CORPORATE ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jean-Pierre Turgot, of Republic Services a Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 25th day of January, 2016.



[Signature]
Signature of Notary Public

LIST OF EXHIBITS

EXHIBIT "A"	Charges and Rates
EXHIBIT "B"	Location Summary
EXHIBIT "C"	Qualifications and Formal Response to Solid Waste and Recycling Services (City-Wide Franchise) RFP05-11-11-11 dated May 18, 2011
<u>EXHIBIT "D"</u>	<u>Schedule of Proposal Prices for Direct Delivery to Wheelabrator South</u>
<u>EXHIBIT "E"</u>	<u>LEED/Green Building Certification Data Form</u>

EXHIBIT "A"

SCHEDULE OF PROPOSAL PRICES

SCHEDULE A

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

Solid Waste Disposal Tonnage Rate (Tipping Fee)	\$42.53
C&D Disposal Rate	\$37.37
Bulk	\$42.42

Single-Family - Automated Collection Option (per household per month):

Hauling	\$ 3.18
Disposal	\$ 4.34
Sub Total	\$ 7.52
Franchise Fee	\$ 4.48
Total Rate	\$ 12.00
Total Rate if Contractor invoices Resident	\$ 17.00

Monthly Steel Dumpster Maintenance (per container per month):

Price

2 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
3 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
4 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
6 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
8 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
Monthly Plastic Dumpster Maintenance (per container per month):	Price
2 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
3 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
4 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
6 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
8 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90

SCHEDULE A

Rolloff:	Price
20 Yard Container	\$
Container Maintenance	\$ 15.00
Processable Loads	\$
Haul Charge	\$ 225.00
Total Cost Before Franchise Fee	\$ 275.00
Disposal Charge	BOW
Franchise Fee	\$39.71 + 19.07 per ton

30 Yard Container	\$
Container Maintenance	\$ 50.00
Processable Loads	\$
Haul Charge	\$ 225.00
Total Cost Before Franchise Fee	\$ 275.00
Disposal Charge	\$
Franchise Fee	\$39.71 + 19.07 per ton

40 Yard Container	\$
Container Maintenance	\$ 50.00
Processable Loads	\$
Haul Charge	\$ 225.00
Total Cost Before Franchise Fee	\$ 275.00
Disposal Charge	BOW
Franchise Fee	\$39.71 + 19.07 per ton

<u>Construction & Demolition (C&D)</u>	Price
<u>20 Cubic Yard (include Franchise Fee of \$ 42.58 + 4 ton cap)</u>	<u>\$461.24</u>
<u>30 Cubic Yard (include Franchise Fee of \$ 64.39 + 6 ton cap)</u>	<u>\$552.97</u>
<u>40 Cubic Yard (include Franchise Fee of \$85.17 + 7 ton cap)</u>	<u>\$643.62</u>

Overage Fees for Cap \$37.37/ton + \$19.07 FF

SCHEDULE B

RECYCLED MATERIALS COLLECTION PER UNIT

Type	Total Per Month
Single-Family	\$ 2.34
Multi-Family	\$ 1.22

MULTI-FAMILY ADDITIONAL COLLECTION

Proposer shall select the method of charging for additional days of collection of recyclable material per week. Choose one method only and enter your price.

Type	Method of Charging
Multi-Family	\$ 1.22 Per unit per month
Multi-Family	\$ Per pick up
Multi-Family	\$ 15.00 Per cart

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SCHEDULE C**MULTI-FAMILY RESIDENTIAL UNITS****(Under Chute)**

(Page 1 of 2)

<u>Container Size</u>		<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>6X</u>	<u>7X</u>
<u>2 Cubic Yards</u>	Collection	23.70	47.41	71.11	94.81	118.52	142.22	165.92
	Disposal	15.18	30.36	45.54	60.72	75.90	91.08	106.26
	Franchise Fee	14.86	29.72	44.53	59.44	74.30	89.16	104.02
	Total	53.74	107.49	161.18	214.97	268.72	322.46	376.20
<u>3 Cubic Yards</u>	Collection	35.56	71.11	106.67	142.22	1787.78	213.33	248.89
	Disposal	22.77	45.54	68.31	91.08	113.85	136.62	159.39
	Franchise Fee	22.28	44.56	66.84	89.12	111.40	133.68	155.96
	Total	80.61	161.21	241.82	322.42	403.03	483.63	564.24
<u>4 Cubic Yards</u>	Collection	47.41	94.81	142.22	189.63	237.03	284.44	331.85
	Disposal	30.36	60.72	91.08	121.44	151.80	182.16	212.52
	Franchise Fee	29.72	59.44	89.16	118.88	148.60	178.32	208.04
	Total	107.49	214.97	322.46	429.95	537.43	644.92	752.41
<u>6 Cubic Yards</u>	Collection	71.11	142.22	213.33	284.44	355.55	426.66	497.77
	Disposal	45.54	91.08	136.62	182.16	227.70	273.24	318.78
	Franchise Fee	44.58	89.16	133.74	178.32	222.90	267.48	312.06
	Total	161.23	322.46	483.69	644.92	806.15	967.38	1,128.61
<u>8 Cubic Yards</u>	Collection	94.81	189.63	284.44	379.25	474.07	568.88	663.70
	Disposal	60.72	121.44	182.16	242.88	303.60	364.32	425.04
	Franchise Fee	59.44	118.88	178.32	237.76	297.20	356.64	416.08
	Total	214.97	429.95	644.92	859.89	1,074.87	1,289.84	1,504.82

SCHEDULE C

MULTI-FAMILY RESIDENTIAL UNITS
(Under Chute)

(Page 2 of 2)

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
1. Rollout	\$21.99	<u>\$6.81</u>	<u>\$28.80</u>	<u>per month for short (less than 10'), easy rollout, 2x per week.</u>
	\$21.99	<u>\$6.81</u>	<u>\$28.80</u>	<u>per month for each additional day per week.</u>
	\$40.98	<u>\$8.60</u>	<u>\$49.58</u>	<u>per month for long, difficult rollout, 2x per week.</u>
	<u>\$40.98</u>	<u>\$8.60</u>	<u>\$49.58</u>	<u>per month for each additional day per week.</u>
2. Specials	\$30.00	\$9.33	\$39.33	<u>per uncompacted yard – weekdays.</u>
3. Compacted Rates	\$145.00	<u>\$44.94</u>	\$189.94	2 cu. yd. per pickup
	\$207.00	<u>\$64.17</u>	\$271.17	3 cu. yd. per pickup
	\$270.00	<u>\$83.70</u>	\$353.70	4 cu. yd. per pickup
	\$400.00	\$124.0	\$524.00	6 cu. yd. per pickup

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SCHEDULE D**COMMERCIAL**

<u>Container Size</u>		<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>6X</u>	<u>7X</u>
<u>1 Cubic Yard</u>	Collection	41.13	82.27	123.40	164.54	205.67	246.81	287.94
	Disposal	8.21	16.41	24.62	32.82	41.03	49.23	57.44
	Franchise Fee	11.54	23.07	34.61	46.14	57.68	69.21	80.75
	Total	60.88	121.75	182.63	243.50	304.38	365.25	426.13
<u>2 Cubic Yards</u>	Collection	82.27	164.54	246.81	329.08	411.35	493.61	575.88
	Disposal	16.41	32.82	49.23	65.64	82.05	98.46	114.87
	Franchise Fee	23.07	46.14	69.21	92.28	115.35	138.42	161.49
	Total	121.75	243.50	365.25	487.00	608.75	730.49	852.24
<u>3 Cubic Yards</u>	Collection	123.40	246.81	370.21	493.61	617.02	740.42	865.82
	Disposal	24.62	49.23	73.85	98.46	123.08	147.69	172.31
	Franchise Fee	34.60	69.20	103.80	138.40	173.00	207.60	242.20
	Total	182.62	365.24	547.86	730.47	913.09	1,095.71	1,278.33
<u>4 Cubic Yards</u>	Collection	164.54	329.08	493.61	658.15	822.69	987.23	1,151.77
	Disposal	32.82	65.64	98.46	131.28	164.10	196.92	229.74
	Franchise Fee	46.14	92.28	138.42	184.56	230.70	276.84	322.98
	Total	243.50	487.00	730.49	973.99	1,217.49	1,460.99	1,704.49
<u>6 Cubic Yards</u>	Collection	246.81	493.61	740.42	987.23	1,234.04	1,480.84	1,727.65
	Disposal	49.23	98.46	147.69	196.92	246.15	295.38	344.61
	Franchise Fee	69.20	138.40	207.60	276.80	346.00	415.20	484.40
	Total	365.24	730.47	1,095.71	1,460.95	1,826.19	2,191.42	2,556.66
<u>8 Cubic Yards</u>	Collection	329.08	658.15	987.23	1,316.30	1,645.38	1,974.46	2,303.53
	Disposal	65.64	131.28	196.92	262.56	328.20	393.84	459.48
	Franchise Fee	92.27	184.54	276.81	369.08	461.35	553.62	645.89
	Total	486.99	973.97	1,460.96	1,947.94	2,434.93	2,921.92	3,408.90

SCHEDULE E
COMMERCIAL

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
1. <u>Rollout</u>	\$21.99	<u>\$5.18</u>	<u>\$27.17</u>	<u>per month for short (less than 10'), easy rollout, 2x per week.</u>
	\$21.99	<u>\$5.18</u>	<u>\$27.17</u>	<u>per month for each additional day per week.</u>
	\$40.98	<u>\$9.67</u>	<u>\$50.65</u>	<u>per month for long, difficult rollout, 2x per week.</u>
	<u>\$40.98</u>	<u>\$9.67</u>	<u>\$50.65</u>	<u>per month for each additional day per week.</u>
2. <u>Specials</u>	\$40.00	\$9.44	<u>\$49.44</u>	<u>per uncompacted yard – weekdays.</u>
3. <u>Compacted Rates</u>	\$196.00	\$46.25	\$242.25	2 cu. yd. per pickup
	\$270.00	\$63.72	\$333.72	3 cu. yd. per pickup
	\$360.00	\$84.96	\$444.96	4 cu. yd. per pickup
	\$530.00	\$125.08	\$655.08	6 cu. yd. per pickup
	\$695.00	\$164.02	\$859.02	8 cu. yd. per pickup

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SCHEDULE F**MULTI-FAMILY RESIDENTIAL UNITS**

<u>Container Size</u>		1X	2X	3X	4X	5X	6X	7X
<u>2 Cubic Yards</u>	Collection	39.67	79.35	119.02	158.69	198.36	238.04	277.71
	Disposal	16.41	32.82	49.23	65.64	82.05	98.46	114.87
	Franchise Fee	16.06	32.12	48.18	64.24	80.30	96.36	112.42
	Total	72.14	144.29	216.43	288.57	360.71	432.86	505.00
<u>3 Cubic Yards</u>	Collection	59.51	119.02	178.53	238.04	297.55	357.06	416.57
	Disposal	24.62	49.23	73.85	98.46	123.08	147.69	172.31
	Franchise Fee	24.07	48.14	72.21	96.28	120.35	144.42	168.49
	Total	108.19	216.39	324.58	432.78	540.97	649.17	757.36
<u>4 Cubic Yards</u>	Collection	79.35	158.69	238.04	317.38	396.73	476.07	555.42
	Disposal	32.82	65.64	98.46	131.28	164.10	196.92	229.74
	Franchise Fee	32.10	64.20	96.30	128.40	160.50	192.60	224.70
	Total	144.27	288.53	432.80	577.06	721.33	865.59	1,009.86
<u>6 Cubic Yards</u>	Collection	119.02	238.04	357.06	476.07	595.09	714.11	833.13
	Disposal	49.23	98.46	147.69	196.92	246.15	295.38	344.61
	Franchise Fee	48.16	96.32	144.48	192.64	240.80	288.96	337.12
	Total	216.41	432.82	649.23	865.63	1,082.04	1,298.45	1,514.86
<u>8 Cubic Yards</u>	Collection	158.69	317.38	476.07	634.77	793.46	952.15	1,110.84
	Disposal	65.64	131.28	196.92	262.56	328.20	393.84	459.48
	Franchise Fee	64.20	128.40	192.60	256.80	321.00	385.20	449.40
	Total	288.53	577.06	865.59	1,154.13	1,442.66	1,731.19	2,019.72

SCHEDULE G

MULTI-FAMILY RESIDENTIAL UNITS

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
1. Rollout	\$21.99	\$6.28	\$28.27	per month for short, easy rollout, 1x per week.
	\$21.99	\$6.28	\$28.27	per month for each additional day per week.
	\$40.98	\$11.72	\$52.70	per month for long, difficult rollout, 1x per week.
	\$40.98	\$11.72	\$52.70	per month for each additional day per week.
2. Specials	\$30.00	\$8.58	\$38.58	per uncompacted yard - weekdays.
3. Compacted Rates	\$148.00	\$42.32	\$190.32	2 cu. yd. per pickup
	\$210.00	\$60.06	\$270.06	3 cu. yd. per pickup
	\$273.00	\$78.07	\$351.07	4 cu. yd. per pickup
	\$403.00	\$115.25	\$518.25	6 cu. yd. per pickup
	\$533.00	\$152.43	\$685.43	8 cu. yd. per pickup

SCHEDULE H

RECYCLING DUMPSTER COLLECTION

	1X	2X	3X	4X
<u># Days</u>	<u>1</u>	<u>9</u>	<u>3</u>	

Number of Dumpsters required to provide service to the City: 13

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
Olivine - 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

Name/Address Complex	No. of Units	No. of Sites
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
WYNMOOR - 3333 Coconut Creek Parkway		
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
Name/Address Complex	No. of Units	No. of Sites
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)
Solaire 5401 Wiles Road	270	1 (Compactor)
Broadstone 5201 W. Hillsboro Blvd	396	1 (Compactor)
St. Andrews 5400 Lyons Rd.	562	1 (Compactor)
Casa Palma 6112 N. State Road 7	350	1 (Compactor)

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EXHIBIT "D"
SCHEDULE OF PROPOSAL PRICES FOR DIRECT DELIVERY TO WHEELABRATOR
SOUTH

SCHEDULE A

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

Solid Waste Disposal Tonnage Rate (Tipping Fee)	\$42.53
C&D Disposal Rate	\$37.37
Bulk	\$42.42

Single-Family - Automated Collection Option (per household per month):

Hauling	\$ 4.60
Disposal	\$ 4.34
Sub Total	\$ 8.94
Franchise Fee	\$ 4.48
Total Rate	\$ 13.42
Total Rate if Contractor invoices Resident	\$ 18.42

Monthly Steel Dumpster Maintenance (per container per month):

Price

2 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
3 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
4 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
6 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
8 Cubic Yards including \$1.80 Franchise Fee	\$ 6.90
Monthly Plastic Dumpster Maintenance (per container per month):	Price
2 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
3 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
4 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
6 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90
8 Cubic Yards including \$1.80 Franchise Fee	\$ 7.90

SCHEDULE A

Rolloff:	Price
20 Yard Container	\$
Container Maintenance	\$ 50.00
Processable Loads	\$
Haul Charge	\$ 326.25
Total Cost Before Franchise Fee	\$ 376.25
Disposal Charge	BOW
Franchise Fee	\$39.71 + 19.07 per ton

30 Yard Container	\$
Container Maintenance	\$ 50.00
Processable Loads	\$
Haul Charge	\$ 326.25
Total Cost Before Franchise Fee	\$ 376.25
Disposal Charge	\$
Franchise Fee	\$39.71 + 19.07 per ton

40 Yard Container	\$
Container Maintenance	\$ 50.00
Processable Loads	\$
Haul Charge	\$ 326.25
Total Cost Before Franchise Fee	\$ 376.25
Disposal Charge	BOW
Franchise Fee	\$39.71 + 19.07 per ton

Construction & Demolition (C&D)	Price
20 Cubic Yard (include Franchise Fee of \$ 42.58 + 4 ton cap)	\$580.49
30 Cubic Yard (include Franchise Fee of \$ 64.39 + 6 ton cap)	\$672.22
40 Cubic Yard (include Franchise Fee of \$85.17 + 7 ton cap)	<u>\$762.87</u>

Overage Fees for Cap \$37.37/ton + \$19.07 FF

SCHEDULE B

RECYCLED MATERIALS COLLECTION PER UNIT

Type	Total Per Month
Single-Family	\$ 3.39
Multi-Family	\$ 1.77

MULTI-FAMILY ADDITIONAL COLLECTION

Proposer shall select the method of charging for additional days of collection of recyclable material per week. Choose one method only and enter your price.

Type	Method of Charging
Multi-Family	\$ 1.77 Per unit per month
Multi-Family	\$ Per pick up
Multi-Family	\$ 21.75 Per cart

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SCHEDULE C

**MULTI-FAMILY RESIDENTIAL UNITS
(Under Chute)
(Page 1 of 2)**

Container Size		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	34.37	68.74	103.11	137.48	171.85	206.22	240.59
	Disposal	15.18	30.36	45.54	60.72	75.90	91.08	106.26
	Franchise Fee	14.86	29.72	44.53	59.44	74.30	89.16	104.02
	Total	64.41	128.82	193.18	257.64	322.05	386.46	450.87
3 Cubic Yards	Collection	51.55	103.11	154.66	206.22	257.77	309.33	360.88
	Disposal	22.77	45.54	68.31	91.08	113.85	136.62	159.39
	Franchise Fee	22.28	44.56	66.84	89.12	111.40	133.68	155.96
	Total	96.60	193.21	289.91	386.42	483.02	579.63	676.23
4 Cubic Yards	Collection	68.74	137.48	206.22	274.96	343.70	412.44	481.18
	Disposal	30.36	60.72	91.08	121.44	151.80	182.16	212.52
	Franchise Fee	29.72	59.44	89.16	118.88	148.60	178.32	208.04
	Total	128.82	257.64	386.46	515.28	644.10	772.92	901.74
6 Cubic Yards	Collection	103.11	206.22	309.33	412.44	515.55	618.66	721.77
	Disposal	45.54	91.08	136.62	182.16	227.70	273.24	318.78
	Franchise Fee	44.58	89.16	133.74	178.32	222.90	267.48	312.06
	Total	193.23	386.46	579.69	772.92	966.15	1,159.38	1,352.61
8 Cubic Yards	Collection	137.48	274.96	412.44	549.92	687.40	824.88	962.36
	Disposal	60.72	121.44	182.16	242.88	303.60	364.32	425.04
	Franchise Fee	59.44	118.88	178.32	237.76	297.20	356.64	416.08
	Total	257.64	515.28	772.92	1,030.56	1,288.20	1,545.84	1,803.48

SCHEDULE C

**MULTI-FAMILY RESIDENTIAL UNITS
(Under Chute)**

(Page 2 of 2)

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
1. Rollout	\$21.99	\$6.81	\$28.80	per month for short (less than 10'), easy rollout, 2x per week.
	\$21.99	\$6.81	\$28.80	per month for each additional day per week.
	\$40.98	\$8.60	\$49.58	per month for long, difficult rollout, 2x per week.
	\$40.98	\$8.60	\$49.58	per month for each additional day per week.
2. Specials	\$50.00	\$9.33	\$59.33	per uncompacted yard – weekdays.
3. Compacted Rates	\$175.00	\$44.94	\$219.94	2 cu. yd. per pickup
	\$237.00	\$64.17	\$301.17	3 cu. yd. per pickup
	\$300.00	\$83.70	\$383.70	4 cu. yd. per pickup
	\$430.00	\$124.0	\$554.00	6 cu. yd. per pickup

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SCHEDULE D
COMMERCIAL

Container Size		1X	2X	3X	4X	5X	6X	7X
1 Cubic Yard	Collection	59.65	119.29	178.94	238.58	298.23	357.87	417.52
	Disposal	8.21	16.41	24.62	32.82	41.03	49.23	57.44
	Franchise Fee	11.54	23.07	34.61	46.14	57.68	69.21	80.75
	Total	79.39	158.77	238.16	317.54	396.93	476.31	555.70
2 Cubic Yards	Collection	119.29	238.58	357.87	477.16	596.45	715.74	835.03
	Disposal	16.41	32.82	49.23	65.64	82.05	98.46	114.87
	Franchise Fee	23.07	46.14	69.21	92.28	115.35	138.42	161.49
	Total	158.77	317.54	476.31	635.08	793.85	952.62	1,111.39
3 Cubic Yards	Collection	178.94	357.87	536.81	715.74	894.68	1,073.61	1,252.55
	Disposal	24.62	49.23	73.85	98.46	123.08	147.69	172.31
	Franchise Fee	34.60	69.20	103.80	138.40	173.00	207.60	242.20
	Total	238.16	476.30	714.45	952.60	1,190.75	1,428.90	1,667.05
4 Cubic Yards	Collection	238.58	477.16	715.74	954.32	1,192.90	1,431.48	1,670.06
	Disposal	32.82	65.64	98.46	131.28	164.10	196.92	229.74
	Franchise Fee	46.14	92.28	138.42	184.56	230.70	276.84	322.98
	Total	317.54	635.08	952.60	1,270.16	1,587.70	1,905.24	2,222.78
6 Cubic Yards	Collection	357.87	715.74	1,073.61	1,431.48	1,789.35	2,147.22	2,505.29
	Disposal	49.23	98.46	147.69	196.92	246.15	295.38	344.61
	Franchise Fee	69.20	138.40	207.60	276.80	346.00	415.20	484.40
	Total	476.30	952.60	1,428.90	1,905.20	2,381.50	2,857.80	3,334.10
8 Cubic Yards	Collection	477.16	954.32	1,431.38	1,908.64	2,385.90	2,862.96	3,340.12
	Disposal	65.64	131.28	196.92	262.56	328.20	393.84	459.48
	Franchise Fee	92.27	184.54	276.81	369.08	461.35	553.62	645.89
	Total	635.07	1,270.14	1,905.21	2,540.28	3,175.35	3,810.42	4,445.49

**SCHEDULE E
COMMERCIAL**

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
1. Rollout	\$21.99	\$5.18	\$27.17	per month for short (less than 10'), easy rollout, 2x per week.
	\$21.99	\$5.18	\$27.17	per month for each additional day per week.
	\$40.98	\$9.67	\$50.65	per month for long, difficult rollout, 2x per week.
	\$40.98	\$9.67	\$50.65	per month for each additional day per week.
2. Specials	\$60.00	\$9.44	per uncompacted yard – \$69.44	
3. Compacted Rates	\$226.00	\$46.25	\$2.25	2 cu. yd. per pickup
	\$330.00	\$63.72	\$363.72	3 cu. yd. per pickup
	\$390.00	\$84.96	\$474.96	4 cu. yd. per pickup
	\$560.00	\$125.08	\$685.08	6 cu. yd. per pickup
	\$725.00	\$164.02	\$889.02	8 cu. yd. per pickup

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SCHEDULE F

MULTI-FAMILY RESIDENTIAL UNITS

Container Size		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection	57.53	115.05	172.58	230.10	287.63	345.15	402.68
	Disposal	16.41	32.82	49.23	65.64	82.05	98.46	114.87
	Franchise Fee	16.06	32.12	48.18	64.24	80.30	96.36	112.42
	Total	90.00	179.99	269.99	359.98	449.98	539.97	629.97
3 Cubic Yards	Collection	86.29	172.58	258.87	345.15	431.44	517.73	604.02
	Disposal	24.62	49.23	73.85	98.46	123.08	147.69	172.31
	Franchise Fee	24.07	48.14	72.21	96.28	120.35	144.42	168.49
	Total	134.97	269.95	404.92	539.89	674.87	809.84	944.81
4 Cubic Yards	Collection	115.05	230.10	345.15	460.21	575.26	690.31	805.36
	Disposal	32.82	65.64	98.46	131.28	164.10	196.92	229.74
	Franchise Fee	32.10	64.20	96.30	128.40	160.50	192.60	224.70
	Total	179.97	359.94	539.91	719.89	899.86	1,079.83	1,259.80
6 Cubic Yards	Collection	172.58	345.15	517.73	690.31	862.89	1,035.46	1,208.04
	Disposal	49.23	98.46	147.69	196.92	246.15	295.38	344.61
	Franchise Fee	48.16	96.32	144.48	192.64	240.80	288.96	337.12
	Total	269.97	539.93	809.90	1,079.87	1,349.84	1,619.80	1,889.17
8 Cubic Yards	Collection	230.10	460.21	690.31	920.41	1,150.51	1,380.62	1,610.72
	Disposal	65.64	131.28	196.92	262.56	328.20	393.84	459.48
	Franchise Fee	64.20	128.40	192.60	256.80	321.00	385.20	449.40
	Total	359.94	719.89	1,079.83	1,439.77	1,799.71	2,159.66	2519.60

SCHEDULE G

MULTI-FAMILY RESIDENTIAL UNITS

Optional Services	Bid Price	Franchise Fee	Total Cost (Bid Price + Franchise Fee)	
				per month for short, easy
	\$21.99	\$6.28	\$28.27	per month for each additional day per week.
	\$40.98	\$11.72	\$52.70	per month for long, difficult rollout, 1x per week.
	\$40.98	\$11.72	\$52.70	per month for each additional day per week.
1. Rollout	\$21.99	\$6.28	\$28.27	rollout, 1x per week.

2. Specials	\$50.00	\$8.58	\$58.58	per uncompacted yard – weekdays.
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3. Compacted Rates	\$178.00	\$42.32	\$220.32	2 cu. yd. per pickup
	\$240.00	\$60.06	\$300.06	3 cu. yd. per pickup
	\$303.00	\$78.07	\$381.07	4 cu. yd. per pickup
	\$433.00	\$115.25	\$548.25	6 cu. yd. per pickup
	\$563.00	\$152.43	\$715.43	8 cu. yd. per pickup

SCHEDULE H

RECYCLING DUMPSTER COLLECTION

	1X	2X	3X	4X
<u># Days</u>	1	9		

Number of Dumpsters required to provide service to the City: _____ 13

EXHIBIT "E"
LEED/ Green Building Certification Data Form



Materials Recovery Analysis by Work Order

Date:
 Job Site:
 Customer:
 Customer #
 Hauler: Republic Services
 Disposal Site: Sun Recycling

Materials by Cubic Yard

Date of Service	Ticket Number	Container Size	Trash	Concrete	Cardboard / mixed paper	Metal	Plastic	Wood	Total material disposed
Total									

Diverted/Recycled Material Description	Diversion / Recycling Hauler of Location	Quantity of Diverted / Recycled Material	Units in Yards	Pounds Per Yard	Total Tons
Concrete	Republic Services		Yards		
Cardboard	Republic Services		Yards		
Metal	Republic Services		Yards		
Plastic	Republic Services		Yards		
Wood	Republic Services		Yards		
Total Waste Diverted					
Total Waste Sent to Landfill			Yards		
Total Cubic Yards Collected			Cubic Yards Sent to Landfill		
CY Diverted from Landfill			% of Total CY Sent to Landfill		
% CY Diverted from Landfill					