

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

December 13, 2016

**RESOLUTION AUTHORIZING AGREEMENT WITH REPUBLIC SERVICES FOR  
WASTE MATERIALS SERVICES**

WHEREAS, On October 16, 2012, this Board authorized the Cleveland Public Library to enter into Customer Service Agreements with Republic Services to provide waste material services for the Main Library, the Lake Shore Facility and the Woodland Garage; and

WHEREAS, The Customer Service Agreements with Republic Services expire on December 31, 2016; and

WHEREAS, In order to verify competitive pricing, the Library sought and received 3 price proposals for waste material services:

<b><u>Vendor</u></b>	<b><u>Estimated Annual Contract Base Fees</u></b>
Republic Services	\$15,156.00
Rumpke Ohio, Inc.	\$20,134.56
Waste Management	\$27,693.84

WHEREAS, Republic Services, the Library's current provider, submitted a proposal to provide waste material and recycling services at the Main Library, Lakeshore Facility, and Woodland Garage for a monthly price (exclusive of mileage and additional fees) of \$1,263 plus \$96 per extra recycling pick up and \$80 per extra waste pick up as needed. The price stated in Republic Service's proposal will remain in effect for the first two years of the proposed contract, and will increase by 3% for the third year;

WHEREAS, Republic Service's proposal to provide waste material services at monthly a cost of \$1,263 results in an annual savings of \$12,784.56 over the base price currently provided by Republic Services; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO, or his designee, to enter into three year Customer Service Agreements with Republic Services, subject to the approval of the Chief Legal Officer, to provide waste material and recycling services for the Main Library, the Lakeshore Facility and the Woodland Garage in the amount of \$1,263 per month, plus an additional cost for extra pick-ups as needed at a cost of \$96 per recycling pick up and \$80 for waste pick-up and additional charges of approximately \$700 per month, for a period of 36 months, in an amount not to exceed \$25,000.00 for each of the first two years and \$25,750.00 for the third year, for a total contract amount of \$75,750.00 with the expenditures being charged to the General Fund Account 12100053-53340 Building Maintenance.



# PROPOSAL

12/6/2016

Bryan Szalewski  
 CLEVELAND PUBLIC LIBRARY  
 5806 WOODLAND AVE  
 CLEVELAND, OH 44104

CLEVELAND PUBLIC LIBRARY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-968-7789. It's that easy.

### Service Details

#### SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 3 yard Container	Base Rate:	\$155.00 per month
Frequency:	5/Week		
Material Type:	All in One - Single stream		

#### Service Change

Equipment Qty/Type/Size:	1 - 3.0 yard Container	Base Rate:	\$200.00 per month
Frequency:	5/week		
Material Type:	Solid Waste		

### Estimated Monthly Amount \*

Small Container Base Rates	\$355.00
<b>Total Estimated Amount</b>	<b>\$355.00</b>

### One Time Charges

Delivery Charge Subtotal	\$114.00
Valued Customer Discount - Delivery	-\$114.00
<b>Total One-Time Amount</b>	<b>\$0.00</b>

Douglas Roebuck  
 Republic Services  
 216-441-6300  
 DRoebuck@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the



# PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Customer Service Agreement

**INVOICE TO**  
**CUSTOMER NAME** CLEVELAND PUBLIC LIBRARY  
**ATTN:** Accountis Payable  
**ADDRESS** 325 SUPERIOR AVE E  
**CITY** CLEVELAND, OH  
**STATE** OH  
**ZIP CODE** 44114-1205  
**TEL. NO.** (216) 623-2840  
**FAX NO.** (216) 623-2840

**SITE LOCATION**  
**CLEVELAND PUBLIC LIBRARY**  
**ADDRESS** 5806 WOODLAND AVE  
**CITY** CLEVELAND, OH  
**STATE** OH  
**ZIP CODE** 44104  
**TEL. NO.** (216) 623-2845  
**FAX NO.** (216) 623-2845  
**AUTHORIZED BY:** Bryan Szalewski  
**TITLE** Manager  
**CONTACT** Tim Murdock

**AGREEMENT NUMBER** A161681124  
**ACCOUNT NUMBER** 224-5052779  
**EMAIL** timothy.murdock@cpl.org

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	G/O	SERV. FREQUENCY	EST. LIFTS	\$	P.O. REQ	REPT. REQ	LF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		FR	3.00yd(s)	N	1	P	N	5/1W				N	GWR2	1/1/2017		\$165.00	\$86.00			Delivery \$114.00 Exchange \$200.00 Extra Yds \$80.00 Relocate \$102.00 Removal \$102.00	
N	3	FL	3.0 Yd(s)	N	1	P	N	5/1W				N	RW01	1/1/2017		\$200.00	\$80.00			Delivery \$95.00 Exchange \$200.00 Extra Yds \$30.00 Relocate \$102.00 Removal \$102.00	
O	3	FL	3.0 Yd(s)	N	2	P	N	10/1W				N	GWC1	12/31/2016		\$712.08	\$80.00				

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT) \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

**COMMENTS**  
 Valued Customer Discount - Removal for 1 container 3.0 yard - \$102.00  
 Valued Customer Discount - Delivery for 1 container FR 3.00 yard - \$114.00  
 Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee  
 Rate Firm Until 01/2018  
 Increase 0% 01/2018  
 Increase 3% 01/2019

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.



# PROPOSAL

12/6/2016

Bryan Szalewski  
CLEVELAND PUBLIC LIBRARY  
5806 WOODLAND AVE  
CLEVELAND, OH 44104

CLEVELAND PUBLIC LIBRARY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-968-7789. It's that easy.

## Service Details

### SMALL CONTAINERS

Price Adjustment			
Equipment Qty/Type/Size:	2 - 3.0 yard Containers	Base Rate:	\$390.00 per month
Frequency:	5/week		
Material Type:	Solid Waste		

## Estimated Monthly Amount \*

Small Container Base Rates	\$390.00
<b>Total Estimated Amount</b>	<b>\$390.00</b>

Douglas Roebuck  
Republic Services  
216-441-6300  
DRoebuck@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

**INVOICE TO**

**CUSTOMER NAME** CLEVELAND PUBLIC LIBRARY  
**ATTN:** Accounts Payable  
**ADDRESS** 325 SUPERIOR AVE E  
**CITY** CLEVELAND, OH  
**STATE**  
**ZIP CODE** 44114-1205  
**TEL. NO.** (216) 623-2840 **FAX NO.**

**SITE LOCATION**

**SITE NAME** CLEVELAND PUBLIC LIBRARY  
**ADDRESS** 5806 WOODLAND AVE  
**CITY** CLEVELAND, OH  
**STATE**  
**ZIP CODE** 44104  
**TEL. NO.** (216) 623-2845 **FAX NO.**  
**AUTHORIZED BY:** Bryan Szalewski  
**CONTACT** Tim Murdock  
**TITLE** Facilities Manager



**Customer Service Agreement**

**AGREEMENT NUMBER** A161680420  
**ACCOUNT NUMBER** 224-5052779  
**EMAIL** timmothy.murdock@cpl.org

NO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	\$	P.O. REQ	RECP. REQ	LIF CODE	OPEN CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCRC CMP
N	3	FL	3.0 Yd(s)	N	2	P	N	10/1W				N	RW01	11/2017		\$390.00	\$80.00		Container Refresh \$18.00	Delivery \$95.00 Exchange \$200.00 Extra Yds \$30.00 Relocates \$102.00 Removal \$102.00	
O	3	FL	3.0 Yd(s)	N	2	P	N	10/1W				N	GW1	12/31/2016		\$712.08	\$80.00				

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**COMMENTS**

Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee  
 Rate Firm Unit: 01/2018  
 Increase 0% 01/2018  
 Increase 3% 01/2019

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.**

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.



# PROPOSAL

12/6/2016

Bryan Szalewski  
 CLEVELAND PUBLIC LIBRARY  
 17001 LAKE SHORE BLVD  
 CLEVELAND, OH 44110

CLEVELAND PUBLIC LIBRARY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-968-7789. It's that easy.

**Service Details**

SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 8 yard Container	Base Rate:	\$145.00 per month
Frequency:	2/Week		
Material Type:	All in One - Single stream		

Service Change			
Equipment Qty/Type/Size:	1 - 8.0 yard Container		\$260.00 per month
Frequency:	3/Week		
Material Type:	Solid Waste		

**Estimated Monthly Amount \***

Small Container Base Rates	\$405.00
<b>Total Estimated Amount</b>	<b>\$405.00</b>

**One Time Charges**

Delivery Charge Subtotal	\$114.00
Valued Customer Discount - Delivery	-\$114.00
<b>Total One-Time Amount</b>	<b>\$0.00</b>

Douglas Roebuck  
 Republic Services  
 216-441-6300  
 DRoebuck@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the





# PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.





# PROPOSAL

12/6/2016

Bryan Szalewski  
 CLEVELAND PUBLIC LIBRARY  
 325 SUPERIOR AVE E  
 CLEVELAND, OH 44114

CLEVELAND PUBLIC LIBRARY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-968-7789. It's that easy.

### Service Details

#### SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 2 yard Container	Base Rate:	\$108.00 per month
Frequency:	5/Week		
Material Type:	All in One - Single stream		

#### Service Change

Equipment Qty/Type/Size:	2 - 2.0 yard Containers	Base Rate:	\$395.00 per month
Frequency:	5/week		
Material Type:	Solid Waste		

### Estimated Monthly Amount \*

Small Container Base Rates	\$503.00
<b>Total Estimated Amount</b>	<b>\$503.00</b>

### One Time Charges

Delivery Charge Subtotal	\$114.00
Valued Customer Discount - Delivery	-\$114.00
<b>Total One-Time Amount</b>	<b>\$0.00</b>

Douglas Roebuck  
 Republic Services  
 216-441-6300  
 DRoebuck@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the



# PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Customer Service Agreement

**INVOICE TO**  
**CUSTOMER NAME** CLEVELAND PUBLIC LIBRARY  
**ATTN:** Account Payable  
**ADDRESS** 325 SUPERIOR AVE E  
 CLEVELAND, OH  
**CITY** CLEVELAND, OH  
**STATE** OH  
**ZIP CODE** 44114  
**TEL. NO.** (216) 623-2845  
**FAX NO.** (216) 623-2840

**SITE LOCATION**  
**SITE NAME** CLEVELAND PUBLIC LIBRARY  
**ADDRESS** 325 SUPERIOR AVE E  
 CLEVELAND, OH  
**CITY** CLEVELAND, OH  
**STATE** OH  
**ZIP CODE** 44114  
**TEL. NO.** (216) 623-2845  
**FAX NO.** (216) 623-2840

**AGREEMENT NUMBER** A161681349  
**ACCOUNT NUMBER** 224-5052779  
**EMAIL** timothy.murdock@cpl.org

NO	CONT. GRP	TYPE	SIZE	QTY	AGGT. TYPE	CO	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	REPT. REQ	LIF. CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TC/RC CMP
N		FR	2.00Yd(s)	1	P	N	5/1W				N	GWR2	1/12017		\$108.00	\$95.00		Delivery \$114.00 Exchange \$200.00 Extra Yds \$30.00 Relocate \$102.00 Removal \$102.00		
N	1	RL	2.0 Yd(s)	2	P	N	5/1W				N	GWC2	1/12017		\$395.00	\$80.00		Delivery \$114.00 Exchange \$200.00 Extra Yds \$30.00 Relocate \$102.00 Removal \$102.00		
O	1	RL	2.0 Yd(s)	3	P	N	15/1W				N	GWC1	12/31/2016		\$932.48	\$80.00				

Brewing-Feris Industries of Ohio, Inc. DBA Allied Waste Services of Cleveland, Republic Services of Cleveland  
 HEREINAFTER REFERRED TO AS THE "COMPANY"  
 The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE) (AUTHORIZED SIGNATURE)  
 CUSTOMER NAME (PLEASE PRINT) \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

**COMMENTS**  
 Valued Customer Discount - Removal for 1 container 2.0 yard - \$102.00  
 Valued Customer Discount - Delivery for 1 container FR 2.00 yard - \$114.00  
 Exempt From: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee  
 Rate Firm Until 01/2018  
 Increase 0% 01/2018  
 Increase 3% 01/2019

**TERMS AND CONDITIONS**  
**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.  
**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.  
**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.  
**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.



# PROPOSAL

12/6/2016

Bryan Szalewski  
CLEVELAND PUBLIC LIBRARY  
325 SUPERIOR AVE E  
CLEVELAND, OH 44114

CLEVELAND PUBLIC LIBRARY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-968-7789. It's that easy.

## Service Details

### SMALL CONTAINERS

Price Adjustment			
Equipment Qty/Type/Size:	3 - 2.0 yard Containers	Base Rate:	\$594.00 per month
Frequency:	5/week		
Material Type:	Solid Waste		

## Estimated Monthly Amount \*

Small Container Base Rates	\$594.00
<b>Total Estimated Amount</b>	<b>\$594.00</b>

Douglas Roebuck  
Republic Services  
216-441-6300  
DRoebuck@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Customer Service Agreement

**INVOICE TO**  
**CUSTOMER** CLEVELAND PUBLIC LIBRARY  
**NAME**  
**ATTN:** Accounts Payable  
**ADDRESS** 325 SUPERIOR AVE E  
 CLEVELAND, OH  
**CITY** CLEVELAND, OH  
**STATE**  
**ZIP CODE** 44114-1205  
**TEL. NO.** (216) 623-2840 **FAX NO.**

**SITE LOCATION**  
**CLEVELAND PUBLIC LIBRARY**  
**ADDRESS** 325 SUPERIOR AVE E  
 CLEVELAND, OH  
**CITY** CLEVELAND, OH  
**STATE**  
**ZIP CODE** 44114  
**TEL. NO.** (216) 623-2845 **FAX NO.**  
**AUTHORIZED BY:** Bryan Szalewski  
**CONTACT** Tim Murdock  
**TITLE** Facilities Manager

**AGREEMENT NUMBER** A161680265  
**ACCOUNT NUMBER** 224-5052779  
**EMAIL** timothy.murdock@cppl.org

NO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	CIO	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LIF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCIRC CMP
N	1	RL	2.0 Yd(s)	N	3	P	N	15/1W				N	GW2	1/1/2017		\$594.00	\$80.00		Container Refresh \$27.00	Delivery \$114.00 Exchange \$200.00 Extra Yds \$30.00 Reallocate \$102.00 Removal \$102.00	
O	1	RL	2.0 Yd(s)	N	3	P	N	15/1W				N	GW1	12/31/2016		\$932.48	\$80.00				

The undersigned individual signing this Agreement on behalf of the Customer, acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT) \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.