

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11

THIS AGREEMENT is made and entered into this 13 day of September, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Clean Harbors Environmental Services, Inc. with offices located at 7001 Kilo Avenue, Barlow, FL 33830 (the "Vendor") to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 06-06-18-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-06-18-11, all addenda issued prior to, all modifications issued after execution of this Agreement, and Vendor's submitted response to RFP No. 06-06-18-11 specifically excluding any exceptions made by the Vendor to the RFP No. 06-06-18-11. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents, RFP No. 06-06-18-11 and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

Pricing shall be as per Attachment "A" - Schedule of Proposal Prices & List of Participating

Agencies.

4) Contract Term

The initial Agreement period shall be for two (2) years, beginning on October 24, 2018 through October 23, 2020.

5) Contract Extension

The City reserves the right to extend the Agreement for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement 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.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Patrick Ethridge
Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Barlow, Florida 33830
Phone: 954-465-6469
Email: ethridge.patrick@cleanharbors.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Clean Harbors Environmental Services, Inc., signing by and through Mitch Osborne, Regional VP, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST: *Karen M Brooks* 10/9/18
for Mary C. Blasi, City Manager Date

Leslie Wallace May 10/9/18
Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 10/9/18
Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST: Clean Harbors Environmental Services, Inc.
Company Name

(Corporate Secretary) *James M. Osborne* 10-2-18
Signature of President/Owner Date

Type/Print Name of Corporate Secy. James M. Osborne
Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~ ^{Georgia}
COUNTY OF Fayette :SS

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 James M. Osborne, of Clean Harbors Environmental Services a Massachusetts 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 2nd day of October, 2018.

Shirley M Jones

Signature of Notary Public
SHIRLEY M. JONES
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Mar. 12, 2022

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

GA DL

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"
SCHEDULE OF PROPOSAL PRICES & LIST OF PARTICIPATING AGENCIES

LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	EXTENDED
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment	22	EA	\$3,579.00	\$78,738.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	1	EA	\$5,368.50	\$5,368.50
2	Contract Labor for Remote Collection Events				
2.1	Regular Per Hour Rate (8-hours onsite)	1465	HR	\$44.00	\$64,460.00
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00
3	Supplies Including Delivery				
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10
3.8	Fluorescent Bulb Box 8-Ft	100	EA	\$16.84	\$1,684.00
3.9	Fluorescent Bulb Box 4-Ft	270	EA	\$16.84	\$4,546.80
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00
4	Waste Disposal				
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$16,946.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00
4.4	Lead Acid (wet and dry cell)	39750	LBS	\$1.13	\$44,917.50
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$3,220.50
4.7	Aerosol Cans	34400	LBS	\$0.92	\$31,648.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$35,372.00
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$29,425.00
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$13,500.00
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$23,205.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$25,017.30
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$2,562.50
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$38,166.80
4.15	Mercury	195	LBS	\$11.50	\$2,242.50
4.16	Reactives	10220	LBS	\$6.02	\$61,524.40
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$24,180.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$8,118.00
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00
4.22	Latex Paint	504200	LBS	\$0.25	\$126,050.00
5	Group 2 - Electronic Waste				
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00
5.2	Misc. Small Electronic Devices	180250	LBS	\$0.09	\$16,222.50
6	Flat Fee for the preparation and processing of invoices for Joint Events only				
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00
TOTALS				\$9,618.07	\$910,809.85

LIST OF PARTICIPATING AGENCIES

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954) 956-1584 Fax: (954) 973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954) 344-1102 Fax: (954) 344-1087 Email: asalomone@coralsprings.org
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	Adam Makarevich Procurement Specialist II	Tel: (954) 828-5073 Fax: (954) 828-5576 Email: AMakarevich@fortlauderdale.gov
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954) 786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954) 597-3718 Fax: (954) 549-3710 Email: troy.gies@tamarac.org
City of Lauderdale Lakes 4300 NW 36 ST. Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. N. Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Tel: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
Town of Davie 6591 Orange Drive Davie, FL 33314	Phillip Holste Assistant Town Administrator	Tel: (954) 797-1041 Cell: (954) 461-0123 Email: Phillip_Holste@davie-fl.gov
City of Coral Gables 2800 SW 72 nd Ave. Miami, FL 33155	David Lindsey Administrative Analyst Public Works Department	Tel: (305) 460-5055 Email: dlindsey@coralgables.com
Lauderdale By The Sea 4501 N. Ocean Drive Lauderdale by the Sea, FL 33308	Sharon P. Ragoonan Assistant Town Manager	Tel: (954) 640-4212 Fax: (954) 634-4653 Email: sharonr@lbtts-fl.gov

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company **NAIC#:** 22667
POLICY NUMBER: COO G27416603 003 **EFF DATE:** 11/01/2017 **EXP DATE:** 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company **NAIC#:** 36940
POLICY NUMBER: PEC004203904 **EFF DATE:** 11/01/2017 **EXP DATE:** 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Each Claim	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company **NAIC#:** 22667
POLICY NUMBER: COO G27416603 003 **EFF DATE:** 11/01/2017 **EXP DATE:** 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000