

RESOLUTION NO. 2018/051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2017-18/13 FOR SOLID WASTE DISPOSAL SERVICES TO PROGRESSIVE WASTE SOLUTIONS OF FL, INC. D/B/A WASTE CONNECTIONS OF FLORIDA; AUTHORIZING EXECUTION OF A CONTRACT WITH WASTE CONNECTIONS OF FLORIDA FOR A FIVE-YEAR TERM WITH TWO, THREE YEAR RENEWAL OPTIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City issued Invitation for Bid #2017-18/13 for Solid Waste Disposal and Recyclables Processing Services (the "ITB"); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on December 15, 2017, and the notice was sent to thirteen (13) prospective firms via the e-Procurement Marketplace with six vendors viewing the ITB documents; and

WHEREAS, the ITB requests disposal and processing services for the following Material streams: (i) Solid Waste, (ii) Commingled Waste (Bulk and Yard Trash), and (iii) Construction and Demolition Debris ("C&D") disposal, and (iv) Recyclables processing; and Bidders were not required to bid on all Material Streams; and

WHEREAS, pursuant to the terms of the ITB, the City reserves the right to award contracts utilizing any of the following contract methods: (a) separate contracts to multiple Bidders for each Material stream (Contract Method #1); (b) two separate contracts, one contract for Solid Waste, Commingled Waste, and C&D Debris disposal services and one contract for Program Recyclables (Contract Method #2); or (c) one contract to one Bidder for all Material streams (Contract Method #3); and

WHEREAS, in order to determine the lowest priced responsive and responsible Bidder(s), the ITB provides for the City to first determine the contract method that provides the City with the lowest overall price by calculating estimated cost, utilizing FY 2016 actual tonnage figures, and adding up the lowest priced responsive and responsible bids for each waste stream; and

WHEREAS, once the lowest overall price contract method is calculated, recommendation of award shall be based on the lowest priced responsive and responsible bid(s) within the lowest overall price contract method; and

WHEREAS, the City received two bid submissions by the Bid Submission Deadline, one from Progressive Waste Solutions of FL, Inc. d/b/a Waste Connections of Florida ("Waste Connections") and one from Waste Management Inc. of Florida ("Waste Management"); and

WHEREAS, neither Bidder providing pricing for Program Recyclables and therefore only pricing for the Solid Waste, Commingled Waste and C&D disposal services (collectively, the "Disposal Services") was considered for award, and Contract Method #3 (one contract for all Material streams) was eliminated as a possible contract award method; and

WHEREAS, in accordance with the low bid determination section of the ITB, Contract Method #2 – Combined Disposal Services was determined to provide the City with the most favorable pricing, and Waste Connections was determined to be the lowest responsible and responsible bidder providing the lowest pricing under Contract Method #2; and

WHEREAS, the Purchasing and Contract Administration Division and Sustainable Management recommend award of the Disposal Services provided for in the ITB to Waste Connections, and authorizing the execution of a contract with Waste Connections for the Disposal Services for a five-year term, with two (2) three-year renewal options (the "Disposal Contract").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2017-18/13 for the Disposal Services to Waste Connections. The Mayor and the City Manager are hereby authorized to execute the Disposal Contract with Waste Connections that incorporates the business terms and conditions set forth in the ITB, together with such provisions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, 2018.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND PROGRESSIVE WASTE SOLUTIONS OF FL, INC. d/b/a WASTE CONNECTIONS OF FLORIDA FOR SOLID WASTE, COMMINGLED WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES

This Agreement ("Agreement") is made and entered into this 21* day of May, 2018, by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City") and Progressive Waste Solutions of FL, Inc., a Delaware corporation doing business as Waste Connections of Florida (hereinafter referred to as "Contractor").

WHEREAS, the City issued Invitation to Bid #2017-18/13, and associated addenda, (the "ITB") seeking bids from qualified firms for certain specified solid waste and recycling disposal services, in accordance with the terms, covenants and specifications set forth in the ITB; and

WHEREAS, two (2) responses to the ITB were submitted to the City by the bid submission deadline, and on March 20, 2018, the City Commission approved the award of the ITB for the Solid Waste, Commingled Waste and Construction and Demolition Debris disposal services specified therein (collectively, the "Disposal Services") to Contractor as the lowest priced responsive and responsible bidder; and

WHEREAS, Contractor and the City desire to enter into this Agreement to provide for the disposal of Solid Waste, Commingled Waste and Construction and Demolition Debris generated within the municipal boundaries of the City and to set forth how the Disposal Services will be provided; and

WHEREAS, the City has determined that it is beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, Contractor and the City do hereby agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Agreement, the ITB, together with Contractor's response to the ITB shall constitute the entire Agreement, except to the extent specifically modified herein. The parties agree that the scope of services for the Disposal Services provided in the ITB is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, Contractor shall be bound by the terms and conditions and prices as set forth in the ITB and the Contractor's Response to the ITB as to the Disposal Services. When the terms and conditions of this Agreement may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Agreement shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Agreement contradict anything set forth in the ITB or the Contractor's response to the ITB, then the terms and conditions of this Agreement shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement, the definitions in this Article shall apply, unless otherwise specifically stated. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law.

Applicable Law means all applicable federal, state and local (municipal and county) laws, ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Biological Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Biomedical Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Bulk Trash means any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

City means the City of Deerfield Beach, Florida.

City Commission or **Commission** means the City Commission of the City of Deerfield Beach, Florida.

Code means the Code of Ordinances of the City of Deerfield Beach, Florida.

Commencement Date means the date services in this Agreement shall commence, which shall be July 1, 2018.

Commingled Waste means a commingled waste stream of Bulk Trash, C&D Debris, and Yard Trash.

Construction and Demolition Debris or **C&D Debris** The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Contract means this Agreement, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the City and the Contractor, governing the provision of services as defined in this Agreement.

Contract Administrator means the person designated by the City to act as City's representative during the term of this Agreement.

Contractor means Progressive Waste Solutions of FL, Inc., d/b/a Waste Connections of Florida.

Contractor-Generated Waste means bulk trash, C&D debris, or yard trash generated by builders, building contractor, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Day means one calendar day.

Designated Disposal Facility means the solid waste management facility designated in this Agreement as the final delivery location for the City's Materials.

Designated Receiving Facility means the facility designated in this Agreement at which Materials are received by the Contractor.

Effective Date means the date this Agreement has been executed by both the City and the Contractor.

E-Waste means end-of-life or discarded electronic devices and component parts. For the purposes of the Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, or similar electronic products.

Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party to the Contract that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences. In any event, Force Majeure shall not include the following:

- a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- c) any change in law (other than to the extent that Contractor's physical ability to process Solid Waste is eliminated due to a change in law);
- d) loss or unavailability of personnel desired by Contractor to operate or maintain a legally permitted disposal facility;
- e) wear and tear or obsolescence of any parts or equipment; or
- f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewer, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.

Ground Level at the same level as the ground.

Hazardous Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Household Hazardous Waste or **HHW** means household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Material(s) means Solid Waste or Bulk Trash or C&D Debris or Yard Trash or Commingled Waste or any combination thereof collected by the City. "Material(s)" excludes Unacceptable Waste.

Recyclable Materials or Recyclables The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Sludge The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Solid Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time. For the purposes of this Contract, solid waste shall not include Sludge or Recyclables.

Special Wastes The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

Unacceptable Waste means Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, waste tires, used oil, or lead acid batteries.

White Goods The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Yard Trash means vegetative matter resulting from landscaping maintenance and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, tree branches and other similar matter. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

ARTICLE 3 **DISPOSAL SERVICES**

- 3.1 *Contractor services.* Contractor shall provide the Disposal Services to the City in accordance with the specifications set forth in the ITB for Disposal Services and this Agreement. Contractor shall accept and weigh all Materials delivered by the City for disposal at the Designated Receiving Facility during the term of, and in accordance with, this Agreement.
- 3.2 *Delivery of Materials.* Beginning on the Commencement Date, the City shall deliver the Materials collected by the City to the Designated Receiving Facility. The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.
- 3.3 *Weighing Materials.* The Designated Receiving Facility shall be equipped with adequately sized, legal-for-trade accurate truck scales and computerized recording keeping systems for weighing and recording all incoming City delivery vehicles and Materials delivered. Such scales shall be inspected and approved for use prior to placing them into service. The truck scales shall be regularly maintained, and recalibrated and certified at least annually during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

The Contractor shall weigh all City delivery vehicles transporting Material that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Material as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles, compactors, and containers, must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

- 3.4 *Turn-Around Times.* The Designated Receiving Facility shall be operated to facilitate time efficient delivery vehicle access during operations. The delivery vehicle turn-around time from City's arrival at the Designated Receiving Facility site entrance to City's exit from the Designated Receiving Facility site shall not exceed twenty (20) minutes. Delays in turn-around time (i) caused by equipment failure not due to the negligence of the Contractor or (ii) due to the fault of the City's delivery vehicle shall be excluded. Upon twenty-four hours' advance notice, Contractor shall provide the City with access to its records to verify delivery vehicle turn-around times.
- 3.5 *Title to Materials.* Upon acceptance of the Materials at the Designated Receiving Facility, the Contractor shall own all of the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all applicable local, state and Federal Law. Title to and liability for Unacceptable Waste shall remain with the City.
- 3.6 *Final Disposal.* If the Designated Receiving Facility is not also a disposal facility, the Contractor shall legally process the Materials at the Designated Receiving Facility and transport and deliver the Materials to the legally permitted Designated Disposal Facility.
- 3.7 *Monthly Reports.* Prior to the fifteenth (15th) day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the City, that provides the total tonnage of Material received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, type of material, and Tons. If applicable, the report shall include any tonnage diverted from disposal by the Contractor. Upon request by the City, Contractor shall provide any additional information or reports necessary for the City to manage this Agreement or the City's Materials disposal program.

ARTICLE 4 **TERM OF AGREEMENT**

- 4.1 *Initial Term.* This Agreement shall take effect upon the Effective Date, and beginning upon the Commencement Date (July 1, 2018) shall continue for a five-year period of time ("Initial Term"), unless renewed pursuant to Article 4.2 or terminated earlier pursuant to Article 9.
- 4.2 *Renewals.* This Agreement may be renewed for up to two additional, successive three-year renewal terms (each renewal is a "Renewal Term") at the City's option, provided all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. City and Contractor shall meet to discuss renewal terms not less than 12 months prior to the expiration of the current term of this Agreement.
- 4.3 *Termination and extension.* This Agreement may only be terminated as provided in Article 9 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default or City's default not due to City's non-payment, or is otherwise set to expire, City shall have the right to an extension of Disposal Services for up to 180 days provided that the City specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event City exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Charges in effect at the time of such termination or expiration, which shall be adjusted as provided herein as if the term extended through the extension period. Notwithstanding

any language herein to the contrary, City and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

ARTICLE 5
SERVICE CHARGE

5.1 *Disposal Services Charge.* Within 15 days after each operating month, the Contractor shall invoice the City for Disposal Services provided by Contractor based upon the per ton Disposal Services Charges set forth in the attached **Exhibit "A"**. The invoice shall be in a form acceptable to the City and shall detail the total monthly fees due to the Contractor for services rendered.

5.2 *Disposal Services Charge adjustments.* Beginning on October 1, 2019, and on October 1 of each subsequent year during the term of this Agreement, the disposal service charges provided for in Exhibit "A" shall be adjusted by the Disposal Services Charge Adjustment as described in attached **Exhibit "B"**, except that the annual fee adjustment for all disposal fees shall not exceed three percent (3.00%). The result of the calculation shall become the Disposal Services Charge permitted to be charged by Contractor to City for the 12 months following the Disposal Services Charge adjustment.

5.3 *Most favored pricing and material terms.*

5.3.1 In the event that Contractor subsequently enters into an contract for a term of more than twelve (12) months (including renewal and option periods) for the processing and/or disposal of another governmental entity's waste with a governmental agency (or a private entity that has been delegated to provide processing and/or disposal for all or substantially all of the solid waste generated within a governmental entity's jurisdiction) generated anywhere within Broward, Miami-Dade, or Palm Beach County (an "Eligible Contract"), Contractor shall provide the City with a copy of the Eligible Contract within sixty (60) Days of execution thereof. If the City determines that the Eligible Contract includes a net disposal charge that is less than the disposal services fee set forth herein, the City may provide written notice to the Contractor of the City's determination, and, if the City does so, the disposal service fees shall automatically be reduced to the net disposal charge set forth in the Eligible Contract, and such change to be effective retroactive to the effective date of the Eligible Contract. Thereafter, the parties shall proceed under this Agreement in accordance with the lower net disposal charge (subject to annual adjustments provided herein).

5.3.2 For the purposes of clarification, the "net disposal charge" offered under the Eligible Agreement will be the actual per-ton cost to the counterparty to the Eligible Agreement, and shall be determined net of any costs (e.g., pass-throughs etc.) paid by such counterparty or economic benefits (e.g., signing bonus, revenue sharing, other credits etc.) received by such counterparty, except for such economic benefits that are as a result of Contractor operating a Materials Receiving Facility in such counterparty's jurisdiction.

5.4 *Payment procedure.*

5.4.1 Each month, Contractor shall calculate the amount of Disposal Service Charges owed to the Contractor by the City for Disposal Services based on the provisions of this Agreement and shall submit an invoice to the City for payment. The invoice shall be due within 30 days of receipt.

5.4.2 If the City, in good faith, disagrees with the amount stated in the invoice, the City shall notify the Contractor of such dispute. The City shall make payment to Contractor of undisputed invoiced amounts within 30 days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within 45 days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations to City under this Agreement.

- 5.5 City agrees to pay Contractor for the Disposal Services in the amounts set forth in Contractor's Response and as further provided herein for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that such amounts are the maximum payable and constitute a limitation upon City's obligation to compensate Contractor for its services related to this Agreement. These amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services in the ITB for Disposal Services and this Agreement. No amount shall be paid to Contractor to reimburse its expenses.

ARTICLE 6 OPERATION OF FACILITIES

- 6.1 *Personnel and equipment requirement.* Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Designated Receiving Facility.
- 6.2 *Designated Receiving Facility.* Contractor shall accept all Materials delivered to the Designated Receiving Facility by the City. The Designated Receiving Facility (Deerfield Beach Recycling and Transfer located at 1751 S.W. 43rd Terrace, Deerfield Beach, FL 33442) may be replaced by the Contractor with a different facility, subject to the City's prior written approval, which approval shall be in the City's sole discretion. In the event Contractor replaces the Designated Receiving Facility with a Designated Receiving Facility that is further from Deerfield City Hall than the Deerfield Beach Recycling and Transfer Designated Receiving Facility, Contractor shall reimburse the City for any incremental costs the City incurs for transportation of the Materials, either directly or indirectly, due to replacement of the Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge due with the additional transportation costs the City incurs due to replacement of the Designated Receiving Facility based on the provision of reasonable documentation supporting the additional transportation costs.
- 6.3 *Alternate Designated Receiving Facility.*
- 6.3.1 In the event the Designated Receiving Facility is rendered incapable, for any reason including Force Majeure, to receive the Materials for any length of time, Contractor shall immediately, but in no event more than 24 hours thereafter, provide the City with an alternate designated receiving facility, subject to City's written approval (which shall not be unreasonably withheld), where the City shall be required to deliver the Materials ("Alternate Designated Receiving Facility"). If Contractor fails to provide the City with an Alternate Designated Receiving Facility within 24 hours of incapacity of the Designated Receiving Facility, City may dispose of the Materials at any receiving or disposal facility, and Contractor shall be responsible for any

incremental costs the City incurs, including but not limited to collection, disposal and transportation of the Materials. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the additional costs against the Disposal Services Charge.

6.3.2 In the event that the Designated Receiving Facility is rendered incapable to receive the Materials for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City, Contractor shall reimburse the City for the costs incurred by the City for any incremental tipping charge amount paid at the Alternate Designated Receiving Facility that exceeds the Disposal Services Charge, and for any incremental costs for collection, disposal and transportation of the Materials to such facility necessitated by the incapacity of Contractor's Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge for the additional disposal costs incurred due to the unavailability of Contractor's Designated Receiving Facility.

6.3.3 In the event that the Designated Receiving Facility is rendered incapable to receive the Materials for any length of time due to Force Majeure or the negligence or intentional misconduct of City, the City shall not receive any reimbursement for any additional tipping charge paid at the Alternate Designated Receiving Facility or transportation costs necessitated by the incapacity of Contractor's Designated Receiving Facility for a period of 90 days from the conclusion of the event. Thereafter, Contractor shall be responsible for any incremental costs the City incurs, including but not limited to collection, disposal and transportation of the Materials.

6.4 *Dates and hours of operation.* Contractor shall keep its Designated Receiving Facility open for the receipt of the Materials from the City from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Designated Receiving Facility open for additional hours to accept Materials, if requested by the City. No changes in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

6.5 *Good working order requirement.* Contractor shall operate and maintain its Designated Receiving Facility, including the site, site roadway, facility scales and tipping floor, in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing practices and standards in the waste disposal industry, and consistent with all Applicable Law. The Designated Receiving Facility shall be accessible via an unobstructed paved and improved roadway on Ground Level. Contractor shall monitor and maintain surface conditions of the entrance and egress to the Designated Receiving Facility to mitigate potholes, flooding, or any other obstacles that may cause excessive wear and tear to the City's vehicles.

6.6 *Unacceptable Waste.*

6.6.1 The City shall institute reasonable procedures to prevent the delivery to the Designated Receiving Facility of Unacceptable Waste by the City. To the extent such procedures would affect the operation of the Designated Receiving Facility; such procedures shall be reasonably acceptable to the Contractor.

6.6.2 The Contractor shall cooperate with the City in connection with all matters regarding Unacceptable Waste under this Agreement.

- 6.6.3 If Unacceptable Waste is found within a load of Material delivered by the City or its agents to a Designated Receiving Facility, the Contractor shall immediately inform the Contract Administrator of the delivery location, vehicle number, date, time, and estimated quantity and type of Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all Applicable Laws governing such waste. If the Contractor has reasonably documented that such Unacceptable Waste was delivered by or on behalf of the City, the cost of managing and disposing of such Unacceptable Waste shall be borne by the City.
- 6.7 *Site Inspections.* The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility or Designated Disposal Facility. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard. The City shall notify the Contractor at least 24 hours prior to an inspection.
- 6.8 *Disposal Facilities.* Contractor shall utilize the Designated Disposal Facility set forth in **Exhibit "C"** to this Agreement during the Initial Term and any Renewal Term of this Agreement for the disposal of the Materials. The Designated Disposal Facility may be replaced by the Contractor with a different facility, subject to the City's prior written approval, which approval shall be in the City's sole discretion. Prior to Contractor's use of any disposal facility in the performance of this Agreement, Contractor shall provide the City with documentation that the disposal facility to be utilized is legally permitted.
- 6.9 *Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Disposal Services. Contractor shall comply with the applicable rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments, and all other laws and regulations applicable to the services provided. Contractor shall take all reasonable precautions and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all City and Contractor employees on the Designated Receiving Facility site and all other persons who may be affected thereby, (ii) all materials and equipment incorporated therein and City equipment that enter the Designated Receiving Facility site, and (iii) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways medians, structures and utilities.

ARTICLE 7 **CONDITIONS PRECEDENT**

Prior to Contractor's commencement of Disposal Services pursuant to this Agreement, Contractor shall deliver to City, in a form acceptable to the City in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) A fully executed Performance Bond or Unconditional Irrevocable Letter of Credit in accordance with the ITB, in a form acceptable to the City, in a face amount equal to one hundred percent (100%) of the annual Agreement amount utilizing FY 2016 tonnage figures (\$3,583,850.00), as surety for Contractor's faithful performance under the terms and conditions of this Agreement; and
- b) All required certificates of insurance as described in Section V of the ITB.

ARTICLE 8
LIQUIDATED DAMAGES

It is the intent of the City to ensure that the Contractor provides a quality level of Disposal Services. The City and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to Contractor's breach, including the circumstances described in this Article for which the Contractor would otherwise be liable. Accordingly, Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement, and Contractor agrees that the liquidated damages below are reasonable under the circumstances and do not constitute a penalty. Accordingly, the following shall constitute liquidated damages, not penalties, that the City may assess against the Contractor, and may deduct from any monies due or which may become due to the Contractor, for failing to comply with requirements of this Agreement. Contractor shall cure all service failures immediately or within any time limits set forth in this Agreement, regardless of whether liquidated damages are assessed.

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| 1. | Failure to accept Solid Waste during scheduled receiving hours. | \$1,000 per unaccepted load |
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes. | \$100 per day |
| 3. | Failure to submit timely records and reports. | \$100 per calendar day late |
| 4. | Failure of Contractor to comply with any other provision of this Agreement related to Disposal Services that is not listed above. | \$100 per day |

ARTICLE 9
DEFAULT AND TERMINATION

- 9.1 *Termination for Cause.* In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in this Agreement, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. In the event City fails to make payment to Contractor as required under this Agreement, and such payment has not been remedied within 45 days after receipt of notice non-payment, the Contractor may, if such payment breach is continuing, terminate this Agreement upon 60 days written notice to the City of the intent to terminate. In no event, however, shall Contractor be excused from providing the Disposal Services unless and until the Agreement is effectively terminated and any extension rights exercised by the City under Article 4.3 have expired.
- 9.2 *Termination for Convenience.* Upon ninety (90) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City, the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

- 9.3 *Non-appropriation of Funds.* The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement term, is subject to appropriation of funds, unless otherwise authorized.

ARTICLE 10
INSURANCE

- 10.1 *Policy limits.* Contractor shall not commence performance under this agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the City Manager.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the Initial Term and any Renewal Term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$10,000,000/\$10,000,000
Umbrella Coverage	\$5,000,000 (in excess of GL and AL above)
Worker's Compensation	Statutory Amount

- 10.2 *City as additional insured.* The City shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.
- 10.3 *Insurance company standards.* Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 10.4 *Notice of cancellation.* Contractor agrees to furnish City with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 10.5 *Premium payment responsibility.* Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 11
LIABILITY

- 11.1 Subject to Article 11.2 below, the City and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity protection under Section 768.28, Fla. Stat.
- 11.2 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion and termination of the Agreement.

ARTICLE 12
FORCE MAJEURE

In the event of an occurrence of a Force Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. Both parties shall use their best efforts to remedy the cause(es) of any event of Force Majeure and shall cooperate with each other in such efforts. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration of non-performance. In addition to finding and notifying the City of an Alternate Designated Receiving Facility in the event Force Majeure renders the Designated Receiving Facility incapable of receiving the City's Materials, Contractor commits to use all reasonable efforts to reconstruct all or part of the Designated Receiving Facility, which may be physically damaged by an event of Force Majeure should such reconstruction be practicable, commercially and otherwise.

ARTICLE 13
WASTE DIVERSION

The City does not currently have plans to separate Commingling Waste during the collection process. During the Term of this Agreement, for the purpose of waste diversion the City may consider modifying its current program to provide for segregated Bulk Trash and Yard Trash. In the event the City modifies its program to separate Commingled Waste into Bulk Trash and Yard Trash processing, Contractor agrees to meet with the City to negotiate in good faith such modification to the City's program.

ARTICLE 14
MISCELLANEOUS

- 14.1 *Joint preparation.* The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 14.2 *Merger/Amendment.* This Agreement, including the terms of the ITB and Contractor's Response to the ITB, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 14.3 *Assignment.* Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the City. The Contractor may (i) without the consent of the City, (a) assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the City shall have the right to request a parent company guaranty); and (ii) with the consent of the City, which may be withheld in City's sole discretion, assign this Agreement in connection with a sale or assignment of its interest in the Designated Receiving Facility, provided that Contractor can reasonably demonstrate that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment. This Agreement shall be binding on any and all successors to Contractor.
- 14.4 *Public Records.* Contractor agrees to comply with all of the requirements of the Florida Public Records Act. Specifically, Contractor shall:
1. Keep and maintain public records required by the City to perform the Disposal Services.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, transfer, at no cost, to the City all public records in possession of the Contractor within 7 business days of completion or termination of this Agreement. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. Once the public records have been delivered to the City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS WEB.CLERK@DEERFIELD-BEACH.COM OR MAILING ADDRESS 150 N.E. 2ND AVE. DEERFIELD BEACH, FL 33441.

- 14.5 *Audit and inspection rights and retention of records.* During normal business hours, City shall have the right to audit the books, records and accounts of Contractor that document and substantiate Contractor's performance under this Agreement. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 3.7.

Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless litigation involving this Agreement or the Disposal Services is commenced prior to expiration of such three year period, in which case the records shall be retained by Contractor until all such litigation or claims involving the records have been resolved. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Except as otherwise provided herein, the City and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

- 14.6 *Governing law and venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 14.7 *Severability.* In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 14.8 *Independent contractor.* Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act 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 Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 14.9 *Notices.* Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of 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 places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

Waste Connections of Florida
1099 Miller Drive
Altamonte Springs, FL 32701

Attn: Division Vice President

FOR THE CITY:

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Attn: Sustainable Management Director;
City Manager

With a copy to:

Waste Connections, Inc.
3 Waterway Square Place
Suite 110
The Woodlands, TX 77380

Attn: Legal Department

With a copy to:

Weiss Serota Helfman
Cole & Bierman, P.L.
1200 North Federal Highway
Suite 312
Boca Raton, FL 33432
Attn: Anthony Soroka, Esq.

- 14.10 *Third party beneficiaries.* Neither the City nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 14.11 *Priority of provision.* If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect.
- 14.12 *Compliance with laws.* The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- 14.13 *Multiple originals.* This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 14.14 *Further Assurances.* The City and the Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.

ARTICLE 15
PIGGYBACK

It is contemplated that other governmental entities may piggyback upon this Agreement in whole or in part. Such entities may only do so upon the consent of Contractor and provided that Contractor has sufficient capacity and such piggyback will not negatively affect the Disposal Services provided to the City.


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**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
PROGRESSIVE WASTE SOLUTIONS OF FL, INC. d/b/a WASTE CONNECTIONS OF
FLORIDA FOR SOLID WASTE, COMMINGLED WASTE AND CONSTRUCTION AND
DEMOLITION DEBRIS DISPOSAL SERVICES**


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its Mayor, attested to and duly authorized to execute same by the City Commission of the City of Deerfield Beach and by the Contractor, by and through its Sr. Vice President, attested to and duly authorized to execute same.

CITY

ATTEST:



Samantha Gillyard, City Clerk

CITY OF DEERFIELD BEACH

By: 
Bill Ganz, Mayor

Date: 5.21.18

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
CITY OF DEERFIELD BEACH ONLY:


City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

(CITY SEAL)

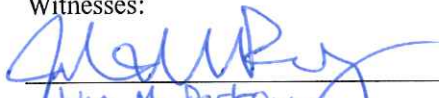
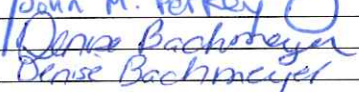
CONTRACTOR

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.
d/b/a WASTE CONNECTIONS OF FLORIDA

By: 

Date: May 17, 2018

Witnesses:


John M. Perkey

Denise Bachmeyer
Denise Bachmeyer

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EXHIBIT "A"

DISPOSAL SERVICES CHARGE

CONTRACT METHOD #2 – COMBINBED DISPOSAL SERVICES

The City shall compensate the Contractor the per-ton disposal service fee for each inbound ton of Material delivered to the Designated Receiving Facility each month. The line item per-ton prices below for Solid Waste, Commingled Waste and C&D debris are inclusive of all costs, including but not limited to receipt, processing, management, and/or final disposal.

2.1	Solid Waste Disposal Service Fee:	\$41.19 per ton
2.2	Commingled Waste Disposal Service Fee:	\$37.00 per ton
2.3	Construction and Demolition Debris Disposal Service Fee:	\$37.00 per ton

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EXHIBIT "B"

DISPOSAL SERVICES CHARGE ADJUSTMENT

On October 1, 2019 and October 1 of each subsequent year during the term of this Agreement, the disposal service charges set forth in Exhibit "A" may be adjusted as follows:

Ninety percent (90%) of the rate adjustment shall be based on ninety-five percent (95%) of the percentage change in the average monthly Consumer Price Index (CPI) from April through March the prior year (CPI1) and the average monthly CPI from April through March in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

Ten percent (10%) of the rate adjustment shall be based on the percentage change in the average monthly fuel price from April through March in the prior year (FI1) and the average monthly fuel price from April through March of the most recent year (FI2). If the Contractor utilizes primarily Compressed Natural Gas (CNG) vehicles, fuel prices shall be based on the Henry Hub Gulf Coast Natural Gas Spot Price (dollars/million BTUs) published by the United States Energy Information Administration. If the Contractor utilizes primarily diesel vehicles, fuel prices shall be based on the Lower Atlantic (PADDIC) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (dollars per gallon) published by the United States Energy Information Administration.

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total service fee adjustment shall be rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.00%) more than the previous service fee.

The following is the example of the Disposal Services Charge Adjustment calculation, as set forth in Section IV of the ITB.

EXCEL FORMULA FOR CALCULATING SERVICE FEE ADJUSTMENT

Service Fee Adjustment (%) =

$$\text{ROUND } (((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.95 * 0.90) + (((\text{FI2} - \text{FI1}) / \text{FI1}) * 0.10), 4)$$

Where:

CPI1 = averaged published monthly CPI from April through March of the year prior to CPI2

CPI2 = averaged published monthly CPI from April through March of the most recent year

FI1 = averaged published monthly fuel price from April through March of the year prior to

FI2 FI2 = averaged published monthly fuel price from April through March of the most recent year

SAMPLE CALCULATION OF SERVICE FEE ADJUSTMENT

Assumptions: Service Fee [SF] = \$40.00 CPI1 = 230.643 F11 = 2.4529
CPI2 = 234.159 F12 = 2.3669

Service Fee Adjustment = $\left(\frac{(234.159 - 230.643)}{230.643} * 0.95 * 0.90 \right) + \left(\frac{(2.3669 - 2.4529)}{2.4529} * 0.10 \right) = 0.0095 = .95\%$ (*Less than 3.00%? ✓*)

New Service Fee = $\$40.00 * (1 + .0095) = \40.38

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EXHIBIT "C"

DESIGNATED RECEIVING FACILITY

Deerfield Beach Recycling and Transfer - Designated Receiving Facility

1751 S.W. 43rd Terrace
Deerfield Beach, FL 33442

DESIGNATED DISPOSAL FACILITY

J.E.D. Solid Waste Management Facility

1501 Omni Way
St Cloud, FL 34773