

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*And*  
**CLIFF BERRY, INC.**  
*for*  
**EMERGENCY HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES**  
**RFP No. 08-07-24-11**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 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 Cliff Berry, Inc., with principal offices located at 851 Eller Drive, Fort Lauderdale, FL 33316 (the "Vendor") to provide Emergency Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 08-07-24-11.

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. 08-07-24-11 (the "RFP") all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

**2) The Work**

The Vendor shall perform all work for the City required by the contract documents 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.
- c) Vendor shall provide the City with seventy-two (72) hours written notice 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**

The Agreement shall be performed pursuant to RFP No. 08-07-24-11. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

**4) Contract Term**

The initial Agreement shall be for a period of two (2) years commencing on the date written on the first page of this Agreement.

**5) Contract Extension**

This Agreement may be extended for two (2) additional two (2) year terms. Any extension will have all the same terms, conditions, and specifications as stated herein, providing both parties agree to the extension; and such extension is approved by the City in writing. 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) 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 without any penalty due to lack of funding.

**7) Remedies**

a) **Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

**8) 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, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

**16) Joint Preparation**

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.


**17) Interpretation**

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

**18) Human Trafficking**

When an agreement is executed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Cliff Berry Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Cliff Berry II  
Title: CEO  
Signature:  Date: November 1, 2024

**19) Foreign Gifts and Contracts**

The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**20) Signatory Authority**

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

**21) Counterparts and Multiple Originals**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.



CONTRACTOR

ATTEST:

Cliff Berry, Inc.

Cynthia Berry  
(Corporate Secretary)

[Signature]  
Signature of President/Owner

11/1/24  
Date

Cynthia Berry  
Type/Print Name of Corporate Secy.

Cliff Berry II  
Type name of President /Owner

(CORPORATE SEAL)

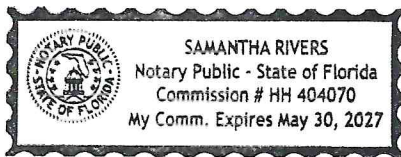


**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida :

COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of November, 2024, by Cliff Berry II as CEO for Cliff Berry Inc.



[Signature]  
Signature of Notary Public  
State of Florida at Large

Samantha Rivers  
Print, Type or Stamp  
Name of Notary Public

Personally known to me or  
 Produced Identification

Type of I.D. Produced

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

**EXHIBIT "A"**

**CITY OF COCONUT CREEK  
EMERGENCY HAZARDOUS WASTE COLLECTION AND DISPOSAL  
SERVICES**

**RFP NO. 08-07-24-11  
SCHEDULE OF PROPOSAL PRICES**

<b>GROUP 4-Emergency Services</b>				
<b>1</b>	<b>Emergency Waste Disposal:</b> Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged) Quantities are estimated ONLY.			
1.3	Emergency Mobilization (Group 4)	EA	2	\$786.00
2.7	Emergency Technician – Regular per hour rate	HR	80	\$87.00
2.8	Emergency Technician – Overtime per hour rate	HR	40	\$130.00
2.9	Driver Emergency –Regular per hour rate	HR	20	\$95.00
2.10	Driver Emergency – Overtime per hour rate	HR	10	\$142.50
2.11	Project Manager – Emergency regular per hour rate	HR	40	\$194.00
2.12	Project Manager – Emergency overtime per hour rate	HR	10	\$291.00
<b>14</b>	<b>Bulk Liquid Disposal - Emergency</b>	<b>PKG</b>		<b>Price</b>
14.1	Petroleum Oils	GAL	2000	\$1.00
14.2	Fuels and Solvents Halogenated and Halogenated	GAL	2500	\$4.20
14.3	Antifreeze	GAL	100	\$3.50
<b>15</b>	<b>Batteries Disposal - Emergency</b>	<b>PKG</b>		<b>Price</b>
15.1	Lead Acid (wet and dry cell)	LBS	100	\$0.30
15.2	Nickel Cadmium and Nickel Metal Hydride	LBS	100	\$1.35
15.3	Lithium and Lithium Ion	LBS	100	\$1.10
<b>16</b>	<b>Loose Pack Disposal - Emergency</b>	<b>PKG</b>		<b>Price</b>
16.1	Aerosol Cans	LBS	100	\$1.20
16.2	Alkyd (Oil Based) Paint in Cans	LBS	100	\$1.10
16.3	Pesticides/Poisons Liquid	LBS	100	\$1.50
16.4	Pesticides/Poisons Solid	LBS	100	\$1.50

16.5	Solids Containing Flammable Liquids	LBS	1000	\$1.00
<b>17</b>	<b>Lab Pack Disposal - Emergency</b>	<b>PKG</b>		<b>Price</b>
17.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	1000	\$1.41
17.2	Oxidizers Liquid or Solid	LBS	500	\$2.00
17.3	Organic Peroxides Liquid or Solid	LBS	500	\$6.75
17.4	Mercury	LBS	50	\$12.00
17.5	Reactives	LBS	1000	\$6.75
<b>18</b>	<b>Light Duty Truck/Response Equipment - Emergency</b>	<b>PKG</b>		<b>Price</b>
18.1	Emergency Response Van	HR	32	\$38.00
18.2	Pickup with Dump Body	HR	32	\$53.00
18.3	Small Box Truck / Cube Van	HR	32	\$103.00
18.4	Spill Trailer	Day	2	\$520.00
18.5	Stake Body / Utility Truck	HR	32	\$53.00
18.6	Utility / Support Trailer	Day	2	\$146.00
<b>19</b>	<b>Heavy Duty Trucks - Emergency</b>	<b>PKG</b>		<b>Price</b>
19.1	Box Truck	HR	32	\$103.00
19.2	Dump Truck, 10 Wheel	HR	32	\$83.00
19.3	High Powered Vacuum Truck/Cusco	HR	16	\$246.00
19.4	Rolloff Straightjob	HR	10	\$100.00
19.5	Rolloff Two Can Trailer	HR	10	\$143.00
19.6	Skid Mounted Vacuum System	HR	16	\$143.00
19.7	Tractor Only, No Trailer	HR	10	\$78.00
19.8	Tractor w/Box Van	HR	10	\$128.00
19.9	Tractor w/Dump Trailer	HR	10	\$131.00
19.10	Tractor w/Flatbed / Lowbed Trailer	HR	10	\$150.00
19.11	Tractor w/Liquid Transporter	HR	10	\$139.00
19.12	Tractor w/Rolloff Trailer	HR	10	\$278.00
19.13	Tractor w/Vacuum Trailer	HR	10	\$156.00
19.14	Vactor with Jet Rodder	HR	10	\$246.00

19.15	Vacuum Truck, Straight	HR	10	\$103.00
<b>20</b>	<b>Earth Moving Equipment - Emergency</b>	<b>PKG</b>		<b>Price</b>
20.1	Geiger Counter Meter	Day	2	\$120.00
20.2	Hydrogen Cyanide Meter	Day	2	\$146.00
20.3	Interface Probe	Day	2	\$81.00
20.4	Lumex RA915+ Mercury Vapor Analyzer	Day	2	\$100.00
20.5	Mercury Vapor Analyzer	Day	2	\$946.00
20.6	Particulate Meter, Mini Ram or equivalent	Day	2	\$300.00
20.7	Personal Air Pump Meter	Day	2	\$196.00
<b>21</b>	<b>Hoses/Pipes - Emergency</b>	<b>PKG</b>		<b>Price</b>
21.1	Hose - Chemical, 4 in X 20 ft.	Day	2	\$103.00
21.2	Hose - Flex, 4 in, per ft.	Day	2	\$1.60
21.3	Hose - Lay Flat, 6 in X 25 ft.	Day	2	\$20.00
21.4	Hose - Suction, 6 in X 25 ft.	Day	2	\$87.00
<b>22</b>	<b>Marine Response Equipment - Emergency</b>	<b>PKG</b>		<b>Price</b>
22.1	Airboat	Day	2	\$582.00
22.2	Boat / Workskiff without Motor	Day	2	\$226.00
22.3	Brush Skimmer	Day	2	\$1,164.00
22.4	Containment Boom per Day	FT	500	\$2.60
22.5	Drum Skimmer	Day	2	\$1,455.00
22.6	Landing Craft (LCM)	Day	2	\$175.00
22.7	Power Barge Boat	Day	2	\$250.00
22.8	Power Workboat, Fast Response	Day	2	\$175.00
22.9	Rigid Hull Inflatable (RIB) (18ft-22ft)	Day	2	\$125.00
22.10	Rope Mop per foot per day	Day	2	\$10.00
22.11	Rotating Disc Skimmer Unit	Day	2	\$450.00
22.12	Skim Pack Skimmer	Day	2	\$100.00
22.13	Skimmer	Day	2	\$946.00



<b>23</b>	<b>Pneumatic Power Tools - Emergency</b>	<b>PKG</b>		<b>Price</b>
23.1	3/4in Drill, Rotary Hammer	Day	3	\$109.00
23.2	Airspade Pneumatic Shovel	Day	3	\$40.00
23.3	Jackhammer	Day	3	\$182.00
23.4	Pneumatic Chipping Gun	Day	3	\$100.00
23.5	Steel Nibbler, Pneumatic	Day	3	\$40.00
<b>24</b>	<b>Pressure Washing Equipment - Emergency</b>	<b>PKG</b>		<b>Price</b>
24.1	Hot Water Pressure Washer	Day	3	\$546.00
24.2	40,000 PSI - 12 GPM - UHP Pump (305)	Day	3	\$2,000.00
<b>25</b>	<b>Pumping/Transferring Pumps - Emergency</b>	<b>PKG</b>		<b>Price</b>
25.1	Drum Head Vacuum System, Electric	Day	3	\$146.00
25.2	Drum Loader	Day	3	\$189.00
25.3	Pump - Double Diaphragm, 4 in	Day	3	\$394.00
25.4	Pump - Electric Drum	Day	3	\$50.00
25.5	Pump - Electric Submersible, 4 in	Day	3	\$437.00
25.6	Pump - Hydraulic Transfer, 6 in	Day	3	\$473.00
25.7	Pump - Trash, 4 in	Day	3	\$269.00
25.8	Drum Vacuum, Pneumatic	Day	3	\$146.00
<b>26</b>	<b>Site Support - Emergency</b>	<b>PKG</b>		<b>Price</b>
26.1	Generator - 8,000 Watt	Day	6	\$210.00
26.2	Intermodal Container	Day	6	\$273.00
26.3	Light Tower w/Generator	Day	6	\$423.00
26.4	Personnel Staging Tent, 20' x 30'	Day	6	\$269.00
<b>27</b>	<b>Waste Material Approval - Emergency</b>	<b>PKG</b>		<b>Price</b>
27.1	Profile Approval Fee (No Sample)	EA	2	\$120.00
27.2	Sample & Profile Approval Fee	EA	2	\$648.00
27.3	Profile Recertification Fee (No Sample)	EA	2	\$70.00