

**AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK  
AND  
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.  
FOR  
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL  
SERVICES  
RFP NO. 06-06-18-11**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. dated September 13, 2018 is made this \_\_\_\_\_ day of September, 2022 by and between the City of Coconut Creek, Florida, (the “City”), and Clean Harbor Environmental Services, Inc. (the “Vendor”) both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. dated September 13, 2018 (the “Agreement”), which incorporates Solicitation HHW RFP No. 06-06-18-11 (the “Solicitation”) and the Vendor’s Bid Response (collectively, the “Contract Documents”), provides for a two (2) year term, with up to two (2), two (2) year extensions; and

**WHEREAS**, a two (2) year extension was approved in 2020 extending the Agreement to October 23, 2022; and

**WHEREAS**, the Agreement provides for limited price increase not exceeding the lesser of 5% or the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor; and

**WHEREAS**, unusual and significant changes have occurred in the industry; and

**WHEREAS**, the Vendor has proposed alternate price increases based on a one-year or two-year extension of the Agreement; and

**WHEREAS**, the City desires to extend the Agreement for only a single year subject to the negotiated 12% increase; and

**WHEREAS**, the parties desire to amend the Agreement and to revise the renewal period and provide for the price increase.

**NOW, THEREFORE**, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend the Contract Term by amending the following Contract Documents:

- a. Section 5) Contract Extension, of the Agreement is amended as follows:

**5) Contract Extension**

The City reserves the right to extend the Agreement for one (1) ~~two (2)~~ additional two (2) year periods, and subsequently, two additional one (1) year periods, providing both parties agree to the extension, all 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.

- b. Section 19. Contract Term, Item 19.1 of the Solicitation as follows:

**19. Contract Term**

19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for one (1) ~~two (2)~~ additional two (2) year periods and subsequently, two additional one (1) 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. Successful Proposer 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. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

3. The parties desire to amend Section 21. Cost Adjustments, Item 21.1 of the Solicitation as follows:

**21. Cost Adjustments**

21.1 Costs for all products proposed under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extensions term ~~years~~ shall be subject to an adjustment only if increases occur in the industry. ~~However, unless very unusual and significant changes have occurred in the industry, s~~Such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. However, upon a showing of very unusual and significant changes that have occurred in the industry a higher increase may be approved. It is the Vendor's sole responsibility to provide sufficient documentation to demonstrate the need and support for the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in Manufacturer's price, Insurance, etc.). Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective

upon the anniversary date of the contract. ~~In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reasonable reduction in costs that reflect such cost changes in the industry.~~

4. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 the day and year first above written.

**CITY OF COCONUT CREEK, FLORIDA**

By: \_\_\_\_\_  
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency  
and Form:

ATTEST:

By: \_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

By: \_\_\_\_\_  
Terrill C. Pyburn, City Attorney

Amendment No. 1 to Agreement  
between the City of Coconut Creek and Clean Harbors Environmental Services, Inc.  
for Household Hazardous Waste Collection & Disposal Services  
RFP No. 06-06-18-11

**CONTRACTOR**

ATTEST:

CLEAN HARBORS ENVIRONMENTAL  
SERVICES, INC.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Signature of President/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name of President/Owner

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_:

:SS

COUNTY OF \_\_\_\_\_:

I HEREBY CERTIFY The foregoing instrument was acknowledged before me by means of  
 physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_(type of authority, e.g. officer,  
trustee, attorney in fact) for CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public

- Personally known to me or  
 Produced Identification

\_\_\_\_\_  
Type of I.D. Produced