AGREEMENT

between

THE CITY OF COCONUT CREEK

And

U.S. ECOLOGY TAMPA, INC.,

AN AFFILIATE OF REPUBLIC SERVICES OF FLORIDA, LP

for

HOUSEHOLD 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 US Ecology Tampa, Inc., an affiliate of Republic Services of Florida, LP with principal offices located at 7202 East 8th Avenue, Tampa, FL 33619 (the "Vendor") to provide 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.

9) Non-Exclusive Agreement

The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

10) Warranties of Vendor: Vendor hereby warrants and represents as follows:

a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.

b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

The Contractor shall provide evidence of insurance as provided in the RFP.

12) 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

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
Rick Keiser, Operations Supervisor ES
US Ecology Tampa, Inc., a subsidiary of Republic Services of Florida, LP
7202 East 8th Avenue
Tampa, FL 33619
Phone: 813-319-3415
Email: RKaiser@republicservices.com

13) 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.

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.

15) Attorney's Fees

If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable

attorney's fees incurred by them, provided they are the prevailing party in such legal action, and 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 Statues.

US Ecology Tampa Inc., a subsidiary of Republic Services of Florida 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: _____

Title:_____

Signature: _____Date: _____

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.

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 US Ecology Tampa, Inc. a subsidiary of Republic Services of Florida, LP, Vendor, signing by and through its President or designee, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Sheila N. Rose
City Manager

Date

Joseph J. Kavanagh
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

[Vendor's Signature to Follow]

CONTRACTOR

ATTEST:

US Ecology Tampa, Inc., a subsidiary of Republic Services of Florida LP

(Corporate Secretary) | Signature of President/Owner | Date

Type/Print Name of Corporate Secy. | Type name of President /Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF_____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____ as _____ for _____.

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

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

EXHIBIT "A"
CITY OF COCONUT CREEK
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES
RFP NO. 08-07-24-11
SCHEDULE OF PROPOSAL PRICES

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY	Price
1	**GROUP 1 - Household Hazardous Waste**			
1	**Mobilization for remote collection events only:** Mobilization of contract labor and supply deliveries.	**PKG**		
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22	$6,110.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	EA	1	$9,165.00
1.4	Mobilization for Fixed Site Collection	EA	12	$6,110.00
2	**Contract Labor for Remote Collection Events:** Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	**PKG**		
2.1	Technician Per Hour Rate (8-hours onsite)	HR	800	$65.00
2.2	Technician Overtime Per Hour Rate (After 8-hours onsite)	HR	200	$81.25
2.3	Driver Regular Per Hour Rage	HR	300	$62.00
2.4	Driver Overtime Per Hour Rate	HR	40	$77.50
2.5	Project Manager Regular Per Hour Rate	HR	160	$70.00
2.6	Project Manager Overtime Per Hour Rate	HR	20	$87.50
2.7	Technician Emergency Regular Per Hour Rate	HR	80	$91.00
2.8	Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)	HR	40	$114.00
2.9	Driver Emergency Regular Per Hour Rate	HR	20	$86.00
2.10	Driver Emergency Overtime Per Hour Rate	HR	10	$108.00
2.11	Project Manager Emergency Regular Per Hour Rate	HR	40	$98.00
2.12	Project Manager Emergency Overtime Per Hour Rate	HR	10	$125.00
3	**Supplies Including Delivery**	**PKG**		
3.1	5-Gallon Poly	EA	30	$18.00
3.2	16-Gallon Poly	EA	60	$31.00
3.3	30-Gallon Poly	EA	60	$56.00

3.4	55-Gallon Poly	EA	15	$35.00
3.5	55-Gallon Steel	EA	100	$41.00
3.6	85-Gallon Steel	EA	10	$198.00
3.7	Flex Bin	EA	200	$95.00
3.8	Fluorescent Bulb Box 8-Ft.	EA	60	$19.00
3.9	Fluorescent Bulb Box 4-Ft.	EA	30	$16.00
3.10	Vermiculite (Per 16 lb. bag)	EA	300	$30.00
3.11	Other. Please state the percentage discount from list price	%	0	0
4	**Waste Disposal:** Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)			
4	**Bulk Liquid Disposal**	**PKG**		
4.1	Petroleum Oils	GAL	3550	$2.50
4.2	Fuels and Solvents Halogenated and Halogenated	GAL	23,400	$3.00
4.3	Antifreeze	GAL	1075	$2.00
4.4	Other. Please state the percentage discount from list price	%	0	0
5	**Batteries Disposal**	**PKG**		
5.1	Lead Acid (wet and dry cell)	LBS	1300	$0.40
5.2	Nickel Cadmium and Nickel Metal Hydride	LBS	130	$1.05
5.3	Lithium and Lithium Ion	LBS	3000	$1.32
5.4	Other. Please state the percentage discount from list price	%	0	0
6	**Loose Pack Disposal**	**PKG**		
6.1	Aerosol Cans	LBS	8200	$1.06
6.2	Alkyd (Oil Based) Paint in Cans	LBS	9100	$1.06
6.3	Pesticides/Poisons Liquid	LBS	29000	$1.08
6.4	Pesticides/Poisons Solid	LBS	6500	$1.08
6.5	Solids Containing Flammable Liquids	LBS	9750	$0.62
6.6	Other. Please state the percentage discount from list price	%	0	0
7	**Lab Pack Disposal**	**PKG**		
7.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	52000	$0.60

7.2	Oxidizers Liquid or Solid	LBS	800	$5.28
7.3	Organic Peroxides Liquid or Solid	LBS	130	$7.11
7.4	Mercury	LBS	200	$20.50
7.5	Reactives	LBS	800	$7.11
7.6	Other. Please state the percentage discount from list price	%	0	0
8	**Bulb Disposal**	**PKG**		
8.1	Straight Fluorescent Bulbs	EA	7800	$1.20
8.2	Compact Fluorescent Bulbs	EA	130	$1.76
8.3	Metal Halide and Other Various Bulbs	EA	130	$1.76
8.4	Other. Please state the percentage discount from list price	%	0	0
9	**Compressed Cylinder Disposal**	**PKG**		
9.1	Refrigerant/Extinguishers Gases	LBS	800	$4.00
9.2	Propane/MAPP Gas	LBS	2000	$4.00
9.3	Other. Please state the percentage discount from list price	%	0	0
10	**Group 2 - Electronic Waste**	**PKG**		
10.1	Monitors/TV/CPUs	LBS	23400	$0.45
10.2	Misc. Small Electronic Devices	LBS	35100	$0.45
10.3	Smoke Detectors	LBS	50	$8.52
10.4	Other. Please state the percentage discount from list price	%	N/A	N/A
11	**Flat Fee for the preparation and processing of invoices for Joint Events only**	**PKG**		
11.1	Please state your "Flat Fee" for processing invoices for joint events only	EA	1	$0.00
12	**Emergency Supplies Including Delivery**	**PKG**		
12.1	5-Gallon Poly	EA	5	$43.00
12.2	16-Gallon Poly	EA	5	$56.00
12.3	30-Gallon Poly	EA	5	$81.00
12.4	55-Gallon Poly	EA	15	$60.00
12.5	55-Gallon Steel	EA	10	$66.00
12.6	85-Gallon Steel	EA	5	$223.00
12.7	Flex Bin	EA	5	$95.00

12.8	Fluorescent Bulb Box 8-Ft.	EA	30	$44.00
12.9	Fluorescent Bulb Box 4-Ft.	EA	30	$41.00
12.10	Vermiculite (Per 16 lb. bag)	EA	225	$55.00
13	**Group 3 – Latex Paint**			
13	**Latex Paint Disposal**	**PKG**		
13.1	Latex Paint in Cans	LBS	17000	$ 0.26
13.2	Other. Please state the percentage discount from list price	%	0	0
14	**Aerial and Handheld Flares, Hazard Class 1.4S or 1.4G** Minimum charge: 32 pounds at $10.96/pound. Weight includes water to neutralize danger.	LBS	32 lbs. Min.	$10.96/lb.