



*City of Pembroke Pines*

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**SECOND AMENDMENT TO AGREEMENT FOR BULK WASTE/TRASH  
AND BULK YARD WASTE COLLECTION SERVICES BETWEEN THE  
CITY OF PEMBROKE PINES AND EASTERN WASTE SYSTEMS, INC.**

**THIS SECOND AMENDMENT ("Second Amendment"), dated this \_\_\_\_\_ day of September, 2023, is entered into by and between:**

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**EASTERN WASTE SYSTEMS, INC.**, a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **1660 NW 19 Avenue, Pompano Beach, FL 33069**, hereinafter referred to as "CONTRACTOR".

"CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 20, 2021**, the Parties entered into the Agreement for Bulk Waste/Trash and Bulk Yard Waste Collection Services ("Original Agreement"), for an initial period commencing on **January 2, 2022**, which will expire on **September 30, 2028**; and;

**WHEREAS**, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1) additional seven (7) year** term pursuant to written amendments to the Original Agreement; and,

**WHEREAS**, on May 18, 2022, the Parties entered into a First Amendment to the Agreement to adjust the payment process from a weekly payment to be a monthly payment based on the number of residential service units that are provided services; and,

**WHEREAS**, it is essential to the CITY's ability to provide for the health, safety, welfare, and wellness of its residents to exercise every viable option related to enhancing the provision, efficiency, and cost of waste collection and disposal services; and

**WHEREAS**, the CITY has determined that a change in the Designated Disposal Facility is necessary, effective October 1, 2023; and

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement and subsequent First Amendment and desire to enter into this Second Amendment relating to the Designated Disposal Facility.



## WITNESSETH

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Any language contained in this Second Amendment, or any subsequent amendment, which is in ~~strikethrough~~ type shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

**SECTION 3.** Section 3.13 of the Original Agreement is hereby revised and amended as set forth below:

3.13.2 Disposal Facility – Effective October 1, 2023, All bulk waste/trash and bulk yard waste collected shall be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The CITY has determined that the ~~Wheelabrator South Broward, Inc. South Disposal Waste to Energy Facility Waste Connection Pembroke Park Recycling and Transfer Facility located at 1899 S.W. 31<sup>st</sup> Street, Pembroke Park, Florida 33009 4400 South State Road 7, Davie, Florida~~ shall be used as the initial Disposal Facility at the commencement of this agreement. CONTRACTOR shall provide CITY with recommendations on potential alternate and available Disposal Facilities and locations on a regular basis. The CITY may consider these options along with any other cost-effective and efficient options to determine potential future Disposal Facilities during the term of this agreement. CONTRACTOR shall be authorized to deliver waste to the Disposal Facility(ies) from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 43:00 p.m. on Saturday, during every day ~~if of~~ the year, excluding Christmas and Sundays, or as approved otherwise by the City's Contract Administrator.

3.13.3 Alternate Disposal Facility – In the event that the designated Disposal Facility is rendered incapable, for any reason, to receive waste for any length of time, or should the CITY determine that it is necessary to change Disposal Facilities, the CONTRACTOR shall be required to dispose of the waste at the following Alternate Disposal Facility(ies):

- (i) Monarch Hill Landfill, 2700 Wiles Road, Pompano Beach, FL 33073
- (ii) Okeechobee Landfill Facility, 10800 N.E. 128<sup>th</sup> Avenue, Okeechobee FL 33972
- (i) Waste Connection Deerfield Beach Recycling and Transfer Facility, 1751 S.W. 43rd Terrace, Deerfield Beach, FL 33442
- (iii) such other disposal facility as may be approved by CITY.

3.13.4 Tare Weight - TARE weights are used by material receiving facilities to calculate the final disposal charge. These weights need to be validated each year. Depending on the scale system in use at the disposal facility, CONTRACTOR may be required to assist the CITY by weighing each



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collection truck in & out three times and recording the information on a TARE WEIGHT REPORT. The average TARE Weight shall be used by the disposal facility and the CITY to validate disposal charges. In the event that the disposal facility(ies) change their scale or the CITY changes disposal facilities, CONTRACTOR may be required to re-weigh the trucks to re-determine the average TARE Weights for each truck.

**3.13.5 Potential Changes to the Disposal Facility and Location** - With the understanding that the CITY may need to change its Disposal Facility and location, the CITY has included Exhibit D which has a map that shows a 10 mile Radius Ring from the center of Pines Boulevard and Flamingo Road.

**3.13.5.1** The Collection portion of the Fees outlined in this agreement shall be applicable to any Disposal Facility that may be located in the 10 mile radius ring.

**3.13.5.2** In the event that CONTRACTOR proposes a change to the designated Disposal Facility; (a) If the CITY agrees to the requested change of the designated Disposal Facility to another Disposal Facility that has a higher Disposal Fee, for some or all of the Bulk Waste, the CONTRACTOR shall hold the Disposal Fee portion of the rates at the rates set forth in this Agreement, and any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1, shall be based on the Disposal Facility and rates that were set forth in Exhibit "C." (b) If the CONTRACTOR cannot hold the Disposal Fee portion of the rates, the CITY may negotiate the Disposal Fee portion of the rates with the CONTRACTOR due to the requested change in the Disposal Facility and the rates set forth by the proposed Disposal Facility for some or all of the Bulk Waste. In the event that the PARTIES agree to change the Disposal Facility, Exhibit "C" shall be updated with the agreed upon rates, which shall be used as the new base for any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1.

**3.13.5.3** In the event that CITY proposes a change to the designated Disposal Facility, the CITY shall negotiate the Disposal Fee portion of the rates with the CONTRACTOR due to the requested change in the Disposal Facility and the rates set forth by the proposed Disposal Facility for some or all of the Bulk Waste. In the event that the PARTIES agree to change the Disposal Facility, Exhibit "C" shall be updated with the agreed upon rates, which shall be used as the new base for any future adjustments to the Disposal Fee portion of the rates, as outlined in Section 4.3.1.

**3.13.5.4** Should the CITY be required by an agreement it has for solid waste disposal services with Broward County or another entity established to provide waste disposal facilities for local governments in Broward County, including entities established by state law, local ordinance or interlocal agreement, and the PARTIES are not able to renegotiate the Fees, then CITY may terminate this Agreement pursuant to the process in Section 14.2.

**SECTION 4.** Pursuant to Section 3.13.5.3., the Disposal Fee portion of the rates with CONTRACTOR shall be amended as set forth in the attached updated Exhibit "C".

**SECTION 5.** Article 16 of the Original Agreement is hereby revised and amended as set forth below:



## ARTICLE 16 PERFORMANCE & PAYMENT BOND

16.1 Performance Bond: The performance bond shall be conditioned that CONTRACTOR performs the contract in the time and manner prescribed in the contract.

CONTRACTOR shall furnish at its own cost, to City, an irrevocable Performance Bond, in form and content approved by the City Attorney, for the faithful performance of this contract and all of its obligations arising hereunder in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

CONTRACTOR shall furnish to City proof of such bond within fifteen (15) days after the execution of this Contract, and in any event prior to commencing work, such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) days prior notice to City.

CONTRACTOR shall be held responsible for renewal of the bond(s) for each successive year of the Agreement, including renewal terms.

16.2 Payment Bond: CONTRACTOR shall self-perform and shall not utilize any subcontractors for the performance of these services. However, if CONTRACTOR does not pay the amounts due to the Disposal Facility when due, the Disposal Facility shall notify the CONTRACTOR and if payment is not made within 15 days of notice, the Disposal Facility may discontinue the delivery/acceptance of any materials until such past due invoices are paid. As a result, the CITY may require CONTRACTOR to provide a reasonable payment bond for the Disposal Service Charges to the Disposal Facility.

16.3 Bonds: Bonds shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+

CONTRACTOR shall furnish to City proof of such bond within fifteen (15) days after the execution of this Contract, and in any event prior to commencing work, such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) days prior notice to City.



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Maintenance of said bond(s) and the performance by CONTRACTOR of all of the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default provisions set forth in this Contract or from any other liability as a result of any breach hereunder. The performance Bonds may be "called" in the event of any default hereunder by CONTRACTOR. The calling of the Bonds shall in no manner restrict or preclude any additional or further remedies available to City against CONTRACTOR for breach, default or damages hereunder.

~~A payment bond shall not be required for this contract as the CONTRACTOR shall self perform and shall not utilize any subcontractors for the performance of these services.~~

**SECTION 6.** Sections 6.6.4, 6.6.5 and 6.7.2 of the Original Agreement is hereby revised and amended as set forth below:

6.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines and ~~Wheelabrator Environmental Services, Inc. Waste Connections of Florida, Inc.~~, must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

6.6.5 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines and ~~Wheelabrator Environmental Services, Inc. Waste Connections of Florida, Inc.~~, must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

6.7.2 ~~Wheelabrator Environmental Services, Inc. Waste Connections of Florida, Inc.~~, shall be named as an Additional Insured on each of the Liability Policies required herein.

**SECTION 7.** Section 7.2 of the Original Agreement is hereby revised and amended as set forth below:

7.2 CONTRACTOR hereby additionally agrees to defend, indemnify and hold harmless ~~Wheelabrator Environmental Services, Inc. Waste Connections of Florida, Inc.~~, from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract/Franchise, for any personal or bodily injury, loss of life, or damage to property arising



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directly or indirectly from CONTRACTOR's negligence or intentional misconduct arising directly or indirectly from its delivery of waste to a Disposal Facility.

**SECTION 8.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement and the First Amendment, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 9.** The Parties agree that in all other respects the Original Agreement and First Amendment shall remain in full force and effect, except as specifically modified herein.

**SECTION 10.** Each exhibit referred to in the Original Agreement and First Amendment, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

**SECTION 11.** Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Section Amendment.

**SECTION 12.** This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**IN WITNESS OF THE FOREGOING,** the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: \_\_\_\_\_

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY



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**CONTRACTOR:**

EASTERN WASTE SERVICES, INC.

Signed By:

Printed Name: Angelo Marzocco

Title: President

## Residential Bulk Waste Rates

Waste Connection Pembroke Park Recycling and Transfer Facility for 10/01/2023 - 09/30/2024		
Fee Type	Bulk Trash / C&D	Yard Waste
Per Ton Disposal Charge	\$ 61.81	\$ 61.81

CATEGORY 3A - Residential Bulk Waste and Yard Waste Seperated (TWICE per month) One Pickup will be solely dedicated to Bulk Yard Waste while the Other Pickup will be solely for the Bulk Waste	Bulk Waste/Trash	Bulk Yard Waste	Total
Fee Type	Per Month, Per Dwelling	Per Month, Per Dwelling	Per Month, Per Dwelling
Solid Waste Generation Factor (Tons)	0.022	0.022	0.044
Collection Fee	\$ 2.33	\$ 2.33	\$ 4.66
Disposal Fee	\$ 1.36	\$ 1.36	\$ 2.72
<b>Total Fee</b>	<b>\$ 3.69</b>	<b>\$ 3.69</b>	<b>\$ 7.38</b>

CATEGORY 3B - Residential Bulk Waste and Yard Waste Mixed (TWICE per month) Residents will be able to mix their Bulk Yard Waste and Bulk Waste in the same pile and it will be picked up together	Bulk Waste/Trash
Fee Type	Per Month, Per Dwelling
Solid Waste Generation Factor (Tons)	0.044
Collection Fee	\$ 4.66
Disposal Fee	\$ 2.72
<b>Total Fee</b>	<b>\$ 7.38</b>