MIAMI-DADE EXPRESSWAY AUTHORITY
3790 NW 21 St. // Miami, FL 33142
www.mdxway.com

MDX PROCUREMENT/CONTRACT NO.:
SP-22-01

MDX PROJECT/SERVICE TITLE:
WASTE MANAGEMENT SERVICES

SERVICE AGREEMENT

TABLE OF CONTENTS

1. RECITALS 4
2. SCOPE OF SERVICES 4
3. PAYMENT TO VENDOR 5
4. TERM OF THE AGREEMENT AND COMMENCEMENT OF SERVICES 5
5. CHANGES IN THE SERVICES 5
6. CLAIMS FOR EXTRA SERVICES 6
7. MDX AGREEMENT FUNDING 6
8. INDEMNIFICATION 6
9. INSURANCE 7
10. SOVEREIGN IMMUNITY 7
11. PROHIBITION ON ASSIGNMENT 7
12. CHANGES IN THE SERVICES 7
13. CLAIMS FOR EXTRA SERVICES 8
14. FORCE MAJEURE 8
15. CONTRACT PERFORMANCE EVALUATION 8
16. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST 9
16.1 STANDARDS OF CONDUCT 9
16.2 CONFLICTS OF INTEREST: 10
16.2.1 NOTIFICATION OF CONFLICT OF INTEREST 11
16.2.2 RESTRICTION ON FUTURE CONTRACTS 12
16.2.3 CONFLICT OF INTEREST ADVERSE DETERMINATION 13
16.2.4 SUBCONTRACTOR CONTRACTS 13
16.2.5 ANNUAL DISCLOSURE FORM 13
17. CONVICTED VENDORS LIST AND DEBARMENT 14
18. SCRUTINIZED COMPANIES LISTS 14
19. E-VERIFY REQUIREMENTS 15
20. PROOF OF VEHICLE REGISTRATION 16
21. COMPLIANCE WITH LAWS 16
22. EXECUTION OF THE AGREEMENT 16
23. BOOKS, RECORDS, AND CORRESPONDENCE 16
24. CONFIDENTIALITY 17
25. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS 17
26. TERMINATION 17
27. DISPUTES, DISPUTE RESOLUTION AND CLAIMS 18
28. CHOICE OF LAW 19
29. WAIVER OF TRIAL BY JURY: 20
30. ENTIRE AGREEMENT 20
31. THIRD-PARTY BENEFICIARY 20
32. NOTICES 20
33. DEFINED TERMS 21
34. SECTION HEADINGS 21
35. SEVERABILITY 22
36. COOPERATIVE PURCHASING (PIGGY-BACKING). 22

37. ACKNOWLEDGEMENT & REPRESENTATION..... 22
38. CERTIFICATION 22

THIS AGREEMENT ("Agreement"), is made and entered into as of the 25 day of July, 2022 (the "Effective Date"), by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY D/B/A as MIAMI-DADE EXPRESSWAY AUTHORITY** ("MDX"), a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami Dade County as amended, acting by and through its Governing Board, and **WASTE CONNECTIONS OF FLORIDA, INC.** (as the "Vendor"), a corporation organized and existing under the laws of the State of ***Delaware***, and duly authorized to transact business in the State of Florida , **F.E.I.N. 20-0435940,** having a mailing address of 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 (collectively, referred to herein as the "Parties" to this Agreement).

NOW, THEREFORE in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference.

2. SCOPE OF SERVICES

MDX hereby retains the Vendor **to provide Waste Management Services (the "Services"),** as described in the Scope of Services and as outlined in the Rates and Locations Schedule attached hereto as Exhibits A and B, respectively.

The Vendor agrees to provide the Services under this Agreement on a non-exclusive basis. At its option, MDX may elect to have any of the Services performed by other vendors or by MDX staff.

The parties agree that the Contract Documents shall control, unless explicitly replaced or amended in writing and signed by both parties. The order of precedence for the Contract Documents shall be:

- Any amendments to this Agreement
- The Agreement

If a conflict exists between a MDX originated document and a document originated by the Vendor, the MDX document shall control. Furthermore, any document created prior to Contract Award shall be superseded this Agreement.

The Vendor and MDX mutually agree to furnish, each to the other, the respective service, information, and items as described in the Scope of Services.

3. PAYMENT TO VENDOR

The Vendor pricing established pursuant to Exhibit B of this Agreement (Rates and Location Schedule), as submitted by the Vendor, shall remain fixed throughout the Term of this Contract. Upon any approved Renewal Term thereafter, Vendor shall be entitled to an escalation of then the current rates to the extent any such annual escalation does not exceed a total of three (3%) percent. Vendor shall be required to submit notification in writing requesting any such escalation no later than thirty (30) Calendar Days prior to the expiration of any applicable Term, whether Initial or Renewal, or then the current rates shall prevail for the forthcoming Contract Term.

Invoices submitted by the Vendor shall be paid in accordance with the Florida Prompt Payment Act, Chapter 218.70-218.80, Florida Statutes, specifically for non-construction related services.

The total value of Services provided by the Vendor shall not exceed Twenty-Five Thousand ($25,000.00) Dollars for the Initial Term of this Contract.

4. TERM OF THE AGREEMENT AND COMMENCEMENT OF SERVICES

Subject to the termination provisions set forth herein, this Agreement shall become effective as of the Effective Date as stated on page 3 of this Agreement, upon its execution by MDX and the Vendor. The initial term of this Agreement shall be for three (3) years with the option for MDX to renew this Agreement for a single or multiple, consecutive terms not to exceed an additional two (2) years.

5. CHANGES IN THE SERVICES

Before making any additions or deletions to the Services described in the Scope of Services, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid to the Vendor, as may be applicable. Reference herein to this Agreement shall be deemed to include any supplemental hereto. Unless otherwise agreed to by MDX in writing, the Method of Compensation also referred to as Exhibit B "Rates and Locations", shall apply to all Supplemental Agreements.

When MDX requires services, which are not addressed in Exhibit B to this Agreement and MDX finds that such service as essential to the satisfactory completion of this Agreement, and within its intended scope, the parties will make a mutually agreed upon adjustment to this Agreement through a Supplemental Agreement.

The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable, upon discussion and agreement with the Vendor; documented in writing and in accordance with the relevant provision of this Agreement.

A Supplemental Agreement shall be executed by MDX and the Vendor for any additional service not

contained in this Agreement.

6. CLAIMS FOR EXTRA SERVICES

In any case where the Vendor deems that extra compensation is due it for services not covered in this Agreement but was requested and authorized by MDX, the Vendor shall notify MDX in writing within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Vendor hereby agrees to waive the claims for such extra compensation. Such notice by the Vendor shall in no way be construed as proving the validity of the claim.

7. MDX AGREEMENT FUNDING

This Agreement is subject to the availability of funds in the MDX budget for each fiscal year of this Agreement. MDX will require written authorization from MDX's Chief Financial Officer ("CFO") that funds are available prior to entering into any agreement, task authorization or other binding commitment of funds. MDX will not, during any fiscal year, expend money not approved by the CFO, incur any liability or enter into any agreement or task authorization that, by its terms, involves the expenditures of money in excess of the amounts budgeted as available for any expenditure during such fiscal year.

If MDX enters into such an agreement in writing, in violation of this section, such contract or task authorization is null and void, and MDX will not make any payments thereunder. Nothing herein contained prevents MDX from executing agreements or task authorizations for a period exceeding one (1) year, but MDX will make such agreements or task authorizations executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

8. INDEMNIFICATION

Vendor's indemnification obligations to MDX, and others defined in this section as "MDX Indemnified Parties," are not limited, contained or capped by the limits provided to MDX and MDX Indemnified Parties pursuant to Section 768.28, Florida Statutes or any other sovereign immunity limitations afforded by Florida or any other applicable law.

MDX Indemnified Parties are hereby defined as MDX, all of MDX's officers, agents, employees, and successors as well as the Florida Department of Transportation (FDOT) in its capacity as titleholder of portions of the MDX System, and all of FDOT's officers, agents, employees, and successors.

Pursuant to and within the limits of Section 725.08, Florida Statutes, the Vendor shall be required to indemnify the MDX Indemnified Parties from any claim, loss, damage, cost, charge, judgment or expense, to the extent arising out of any negligence, recklessness, or intentionally wrongful conduct

by the Vendor, its agents, employees, or Subcontractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the MDX Indemnified Parties may be subject.

The Vendor's obligation to indemnify the MDX Indemnified Parties shall be triggered by MDX's notice of claim for indemnification to the Vendor. The Vendor's inability to evaluate liability or its evaluation of liability shall not excuse the Vendor's duty to indemnify within seven (7) Calendar Days after such notice by MDX is given by registered mail.

The Vendor shall pay all costs and fees related to this obligation and its enforcement by MDX. MDX's failure to notify the Vendor of a claim shall not release the Vendor of the above duty to indemnify.

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Agreement.

The Vendor guarantees the payment of all just claims for the Services and other just claims against it in connection with the Agreement.

The parties agree that the Contract Amount includes consideration for the Vendor's indemnity agreements.

9. INSURANCE

The Vendor shall furnish to MDX prior to commencement of any Services under this Agreement, certificates(s) of insurance as required in the attached and incorporated herein Exhibit C.

10. SOVEREIGN IMMUNITY

No provision of the Contract Documents, including this Agreement, shall be construed as a waiver of sovereign immunity by MDX.

11. PROHIBITION ON ASSIGNMENT

The Vendor shall not subcontract, sell, assign, transfer or otherwise dispose of the Agreement or any portion thereof or the rights or responsibilities therein, without written consent by MDX, which consent may be withheld at MDX's sole and absolute discretion.

12. CHANGES IN THE SERVICES

Before making any additions or deletions to the Services described in the Scope of Services, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary cost and schedule changes and shall enter into a Supplemental Agreement covering such modifications and the compensation to be paid to the Vendor, as may be applicable. Reference herein to this Agreement shall be deemed to include any supplemental hereto. Unless otherwise agreed to by MDX in writing, the Method of Compensation also referred to as Exhibit B "Rates and Locations", shall apply to all Supplemental Agreements.

When MDX requires services, which are not addressed in Exhibit B to this Agreement and MDX finds that such service as essential to the satisfactory completion of this Agreement, and within its intended scope, the parties will make a mutually agreed upon adjustment to this Agreement through a Supplemental Agreement.

The basis of payment for such adjustment will be in the amount MDX determines to be fair and equitable, upon discussion and agreement with the Vendor; documented in writing and in accordance with the relevant provision of this Agreement

A Supplemental Agreement shall be executed by MDX and the Vendor for any additional service not contained in this Agreement.

13. CLAIMS FOR EXTRA SERVICES

In any case where the Vendor deems that extra compensation is due it for services not covered in this Agreement but was requested and authorized by MDX, the Vendor shall notify MDX in writing within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such services on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Vendor hereby agrees to waive the claims for such extra compensation. Such notice by the Vendor shall in no way be construed as proving the validity of the claim.

14. FORCE MAJEURE

The failure of either MDX or the Vendor to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, flood, strikes, act of public enemies, or actions of governmental authorities outside of the control of either MDX or the Vendor (excepting compliance with applicable codes and regulations) will not be considered a breach of this Agreement. In this event, the time for the performance of the obligations under this Agreement will be extended for a period commensurate with the delay but the Vendor will receive no additional compensation.

15. CONTRACT PERFORMANCE EVALUATION

The Vendor's performance will be evaluated pursuant to the requirements of Article 10, entitled

Contract Performance Evaluation of the *MDX Procurement Policy.*

16. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

16.1 Standards of Conduct

This section shall apply to the Vendor, its Subcontractors and any other agent or employee engaged by the Vendor.

The Vendor agrees to incorporate the provisions of this section and the section of the Solicitation Documents entitled "*Conflicts of Interest*" in any subcontract into which it might enter with reference to the Services performed for this Agreement and as it relates to the Services performed for the Project. MDX at its sole discretion may conduct an audit of the Vendor's compliance of its obligations under this section.

The Vendor covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to the Services performed under this Agreement, which standards shall by reference be made a part of this Agreement as though set forth in full.

The Vendor shall also abide by the *MDX Procurement Policy, MDX Code of Ethics, MDX Small Business Participation Policy, MDX Local Business Participation Policy* and provisions of the *Vendor's Bill of Rights and Responsibilities.*

The Vendor shall not represent any other party before the State Legislature or any committee thereof, the office of the Governor or any member of the cabinet or any state agency on any matter where such party's interest may be adverse to MDX without the prior written permission of MDX.

In the event the Vendor desires to represent another party before any of the aforementioned public officials, bodies or agencies on any matter where such party's interest may be adverse to MDX, it shall promptly inform the MDX Executive Director or his or her delegate in writing of the party it wishes to represent and of the nature of the proposed representation. MDX, in its sole and absolute discretion may preclude the Vendor from simultaneously representing MDX and another party when MDX determines that representation of such other party may be adverse to MDX's interest.

In making such determination, MDX shall have sole and absolute discretion to determine the role of the Vendor and the nature of its representation of MDX. Should the Vendor fail, after five (5) Business Days' notice, to resolve a conflict as determined by MDX, MDX shall have the right to terminate this Agreement.

In the event that such determination shall cause MDX to incur any increased costs due to its inability to retain the Vendor for a particular matter, the Vendor shall promptly pay such costs upon being invoiced therefore by MDX. Absent manifest error, the determination of MDX of such increased costs shall be final and binding on the Vendor.

As used in this section, the term "increased costs" shall mean:

(1) Administrative costs incurred by MDX including but not limited to legal fees, associated with the retention of another Vendor to perform the services that would have been performed by the Vendor absent such conflict of interest, and

(2) The difference between the amount paid by MDX to such replacement Vendor to perform such services and the amount that would have been paid by MDX to the Vendor to perform such services. MDX and the Vendor shall use their best efforts to mitigate the conflict and any increase in costs.

In the event of a dispute between the Parties, the Parties agree to mediation prior to any litigation to resolve said dispute.

MDX is governed in its contracts and transactions by provisions of Florida law relating to conflicts of interest, prohibited transactions, and ethics in government. All parties to contracts with MDX relating to the Services shall familiarize themselves with the Chapter 112, and Chapter 348, Florida Statutes, the *MDX Procurement Policy,* the *MDX Code of Ethics* and with general Florida law regulating MDX's ethical requirements, prohibitions and limitations with respect to procurement and contracts.

The Vendor agrees that it shall make no statement, press releases, or other publicity of any kind concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying MDX and securing its consent in writing.

The Vendor also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, it being understood that under the provisions of this Agreement such data or information is the property of MDX.

MDX shall have the right to unilaterally cancel this Agreement for refusal by the Vendor to allow public access to all documents, papers, letters or other materials, subject to provisions of Chapter 119, Florida Statutes, made or received by the Vendor in conjunction with this Agreement.

16.2 Conflicts of Interest:

The Vendor warrants that, to the best of the Vendor's knowledge and belief, there are no

relevant facts or circumstances which could give rise to a potential or actual conflict of interest, including but not limited to, an Organizational Conflict of Interest, as defined herein, or a Personal Conflict of Interest, as defined herein, (hereinafter collectively referred to as "Conflict of Interest", "Conflicts of Interest" or "COI"), or that the Vendor has disclosed in writing to MDX all such relevant information relating to the Vendor, its employees, its agents or any of its Subcontractors.

The term *Organizational Conflict of Interest* as used herein means:

(a) Because of other activities or relationships with other persons or Vendors, the Vendor, its employees, agents or Subcontractors or their respective employees, is/are unable or potentially unable to render impartial assistance or advice to MDX;

(b) The Vendor's, or any of its employees, agents, Subcontractors/Subconsultants or their respective employees, objectivity in performing the Services is or might otherwise be impaired; and

(c) The Vendor, its employees, agents, Subcontractors/Subconsultants or their respective employees, has/have an unfair competitive advantage.

16.2.1 Notification of Conflict of Interest

The term *Personal Conflict of Interest* as used herein means a relationship of an employee, Subcontractor, or the employees of a Subcontractor with an entity that will or may impair the objectivity of the employee, Subcontractor/ Subconsultant employee, or Subcontractor in performing the Services.

Prior to commencement of any Services, or immediately after becoming aware of a Conflict of Interest, whichever is sooner, the Vendor agrees to notify MDX's Executive Director or his or her delegate either:

(1) That, to the best of its knowledge and belief, no Conflict of Interest exists, or

(2) To identify to MDX any Conflict of Interest the Vendor or its agents, employees, or Subcontractors may have. In emergency situations, however, Services may begin, but notification of Conflicts of Interest shall be made in writing to MDX's Executive Director or his or her delegate within five (5) Business Days.

The Vendor agrees that if a Conflict of Interest is identified during performance, the Vendor will immediately make a full disclosure in writing to MDX's Executive Director or his or her delegate. This disclosure shall include a description of actions, which the

Vendor has taken or proposes to take, after consultation with MDX, to avoid, mitigate, or neutralize the Conflict of Interest. The Vendor shall discontinue any relevant performance until notified by MDX's Executive Director or his or her delegate of any contrary action to be taken.

MDX may, at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate this Agreement for convenience, in whole or in part, if it deems such termination necessary to avoid a Conflict of Interest, or pursue such other remedies as may be permitted by law or this Agreement.

If the Vendor was aware of a Conflict of Interest prior to award or discovered a Conflict of Interest after award and did not disclose it, or misrepresented relevant information to MDX, or MDX becomes aware of a Conflict of Interest that was not disclosed by the Vendor, MDX may at its sole discretion, withhold payments due or which may become due, suspend the Services, terminate the Agreement in whole or in part for default, or pursue such other remedies as may be permitted by law or this Agreement.

16.2.2 Restriction on Future Contracts

Should a Vendor be found in violation of the Conflict of Interest provisions of this Agreement the parties agree that the Vendor will be restricted in its future contracting with MDX in the manner described below:

(1) The Vendor may be ineligible to participate in any MDX solicitations and ensuing MDX agreements, either as a prime Vendor or Subcontractor/ Subcontractor.

(2) The Vendor, during the life of this Agreement, shall be ineligible to enter into any agreement with individuals or firms to perform services on projects related to the Services performed under this Agreement unless otherwise authorized in writing by MDX's Executive Director or his or her delegate.

(3) The Vendor agrees in advance that if any bids/proposals are submitted for any services that would require written approval of MDX prior to entering into another agreement subject to the restrictions of this section, then the bids/proposals are submitted at the Vendor's own risk. Therefore, no claim shall be made against MDX to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the other agreement is denied or approved.

16.2.3 Conflict of Interest Adverse Determination

A review process available to the Vendor when an adverse determination is received shall consist of a request for reconsideration to MDX's Executive Director or his or her delegate,

An adverse determination resulting from a request for reconsideration by the MDX Executive Director or his or her delegate will not preclude the Vendor from requesting a review. Either a request for review or a request for reconsideration must be submitted to the appropriate level within thirty (30) Calendar Days after receipt of the initial adverse determination.

16.2.4 Subcontractor Contracts

The Vendor agrees to insert in each Subcontractor agreement hereunder, provisions which shall conform substantially to the language of the subsection entitled *Conflicts of Interest*, including this paragraph.

The Vendor may request in writing that MDX's Executive Director or his or her delegate exempt from this Conflict of Interest subsection a particular Subcontractor/ Subcontractor agreement for certain technical or Vendor services. MDX will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

The Vendor agrees to insert in each Subcontractor agreement hereunder the requirement that any Subcontractor who performs Services as a Subcontractor pursuant to this Agreement and wishes to submit a proposal or bid, either as a prime Vendor or as a Subcontractor/ Subcontractor on any MDX procurement, shall request in writing a determination from MDX that they may participate in the specific MDX procurement prior to the proposal or bid submittal date.

Such written request shall include justification as to why there is no Conflict of Interest in this situation. Failure to do so may result in the Subcontractor's proposal being deemed non-responsive.

16.2.5 Annual Disclosure Form

The Vendor is required to annually submit to the MDX Ethics Officer the MDX Annual Disclosure Form, incorporated herein by reference and found in the MDX website, and provide the following information:

(1) Any relationship that the Vendor has which affords a current or future

financial benefit to the Vendor, or to a relative or business associate of the Vendor, and which a reasonable person would conclude has the potential to create a prohibited Conflict of Interest.

(2) Whether a relative of the Vendor is registered to lobby the Executive Branch of the State of Florida or the Florida Constitution Review Committee and, if so, the names of such lobbyist's clients must be provided in writing to the MDX Ethics Officer.

(3) Any and all interests in real property held by the Vendor or the immediate family member of the Vendor, if such real property is located in or within a ½ mile radius of any actual or prospective MDX project. Prior to the execution of the Agreement, the Vendor has been provided a corridor map and property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners.

The MDX Annual Disclosure Form must be submitted by the Vendor on the Effective Date of the Agreement and updated every year on the same date. It is the Vendor's responsibility to obtain from MDX an updated corridor map and a property ownership list for all real property within the disclosure area, and an alignment map with a list of associated owners in order to properly complete the MDX Annual Disclosure Form. Failure by the Vendor to timely submit the MDX Annual Disclosure Form is a default under the Agreement and MDX, at its sole discretion, may enforce all applicable provisions under the Agreement, including and up to termination of the Agreement.

17. CONVICTED VENDORS LIST AND DEBARMENT

The Vendor represents that it is not currently on the convicted vendor list, or debarred as described in the Solicitation Documents and that it shall notify MDX immediately if, during this Agreement, it is placed on said list. The Vendor agrees that placement on said list constitutes grounds for immediate termination of this Agreement by MDX.

By execution of this Agreement, the Vendor further certifies that the information provided in the executed *Sworn Statement on Public Entity Crimes and Debarment* form(s) for both the Vendor and the Subcontractors is true and correct.

The Vendor agrees to indemnify MDX for any costs and expenses, including but not limited to reasonable audit costs, attorneys' fees and expert witness fees that MDX incurs due to any fraudulent statements made by the Vendor in regards to this certification.

18. SCRUTINIZED COMPANIES LISTS

Pursuant to the prohibitions of section 287.135, Florida Statutes and Section 215.473, Florida Statutes, by execution and submittal of a Bid, the Vendor has certified to MDX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List;
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Vendor further certified that:

- It is not engaged in a boycott of Israel;
- It has not been engaged in business operations in Cuba & Syria.

Alternatively, if the Vendor was unable to provide such certification, the Vendor provided to MDX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with section 287.135, Florida Statutes.

The Vendor shall provide written notification to MDX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. MDX shall have the right to terminate for default the Contract if the Vendor is found to have submitted a false certificate or to have been placed on any of the above listed lists.

The Vendor shall not engage any Firm to perform Services under the Contract that does not meet the requirements pursuant to this provision.

19. E-VERIFY REQUIREMENTS

U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization. Any Vendor providing services to MDX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system.

In addition, the Vendor shall verify that Subcontractors performing Services on the Agreement utilize the E-Verify system to verify the employment eligibility of employees hired by the Subcontractor during the Contract Term.

MDX will consider the employment by any Vendor or Subcontractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by MDX, if it is determined that the Vendor or

Subcontractor knowingly employs unauthorized aliens.

20. PROOF OF VEHICLE REGISTRATION

The Vendor shall register all vehicles used in the course of performing the Services as required by Chapter 320, Florida Statutes. If the Vendor fails to register any motor vehicle that it operates in Florida, pursuant to Chapter 320, Florida. Statutes, MDX may disqualify the Vendor from proposing on future MDX procurements, or MDX may suspend the Vendor from this and/or other MDX agreements.

21. COMPLIANCE WITH LAWS

The Vendor, its employees and representatives shall at all times comply with the federal, state, and local laws and ordinances, statutes, rules, regulations and orders of governmental authorities applicable to the Services or payment of Services thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age or national origin in the performance of the Services under this Agreement.

22. EXECUTION OF THE AGREEMENT

If the Vendor is a firm or company owned by an individual, this Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.

If the firm is a Partnership, this Agreement shall be executed in the name of the partnership by the manual signature of the general partner.

If a corporation, the Agreement shall be executed in the name of the Corporation and shall bear the corporate seal and be signed by the President, the Vice-President, or a representative of the Vendor who is authorized either by position or by corporate resolution to contractually bind the Vendor in all aspects of the Agreement.

If a joint venture, the Agreement shall be executed in the name of the joint venture and be signed by a person authorized to sign on behalf of the joint venture.

23. BOOKS, RECORDS, AND CORRESPONDENCE

Records are to be kept on file by the Vendor for the entire term of the Agreement and for a period of three (3) years after the later of: (i) the end of the term of the Agreement; or (ii) until all claims (if any) regarding the Agreement are resolved. At the end of the three (3) year period the Vendor shall turn over all records to MDX.

Such records shall include, but not be limited to, contract files, Vendor's general accounting records

relating to its obligations and Services under this Agreement, together with supporting documents and records of the Vendor and all Subcontractors performing Services under this Agreement and all other records of the Vendor and Subcontractor considered necessary by MDX for a proper audit of all costs associated with this Agreement.

Copies of all written correspondence between the Vendor and any party pertaining specifically to this Agreement or the Vendor's Services provided hereunder, shall be provided to MDX for their records within two (2) weeks of the receipt or mailing of said correspondence.

The Vendor shall reconcile all financial records for this Agreement within forty-five (45) days prior to the end of each MDX fiscal year.

The Vendor shall provide certification to close out the Agreement within thirty (30) days of the Agreement's term expiration. The certification shall include but not be limited to the Vendor's total costs associated with the Agreement, date of Services completion and any additional pertinent information, such as a "Final Acceptance" letter, if applicable.

24. CONFIDENTIALITY

To the extent that the Services under this Agreement requires access to proprietary or trade secrets or business or financial data of MDX or other companies, and as long as such data remains proprietary or confidential, the Vendor shall protect such data from unauthorized use and disclosure in accordance with the provisions of Chapter 119, Florida Statutes.

25. INSPECTION OF SERVICES AND DOCUMENTS AND ENDORSEMENT OF WORK PRODUCTS

MDX shall maintain the right to inspect the Services performed by the Vendor and request any documentation from the Vendor to ensure quality products and services are being provided. The Vendor shall make available to MDX, upon request, complete records of all costs incurred under the terms of this Agreement for purposes of auditing prior or current invoices. The Vendor acknowledges that all work products generated from the Services provided pursuant to this Agreement shall be subject to the provisions of Chapter 119, Florida Statutes.

26. TERMINATION

This Agreement may be terminated by either party for convenience by providing at least 30 days prior written notice to the other party.

Should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other, the non-breaching party may terminate this Agreement upon a minimum of seven (7) days written notice if the breaching party does not cure the breach within such time period. In the event of termination, due to no fault of the Vendor, the Vendor shall be paid

for services performed to the termination date, including reimbursements, if any.

If MDX determines that the performance of the Vendor is not satisfactory, MDX shall have the option, at its sole discretion, of (a) immediately terminating this Agreement or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise this Agreement shall be terminated at the end of such time.

The performance of Services under this Agreement may be terminated by MDX in accordance with this clause, in whole or in part, whenever MDX determines that such termination is in the best interest of MDX. MDX shall notify the Vendor of such termination with instructions as to the effective date of the termination, which effective date shall not be less than thirty (30) days after the date of such notification, or shall specify the stage of Services at which this Agreement is to be terminated. Upon termination, the Vendor shall be entitled to payment for Services satisfactorily completed by the date of termination only. The percentage of completion shall be determined by MDX based on the approved Vendor payout fee schedule.

Notwithstanding the rights of MDX to terminate this Agreement as provided in this Agreement, the Vendor shall not be relieved of liability to MDX for damages sustained by MDX, by virtue of any breach of the obligations, covenants, agreements, stipulations, representations or warranties of this Agreement by the Vendor and MDX may withhold any payment due to the Vendor up to the amount of damages claimed by MDX for the purpose of set-off, until such time as the exact amount of damages due to MDX is agreed upon or otherwise determined.

MDX reserves the right to terminate or cancel this Agreement in the event the Vendor shall be placed in either voluntary or involuntary bankruptcy or an assignment shall be made for the benefit of creditors.

If this Agreement is terminated before performance is completed, the Vendor shall be paid for Services satisfactorily performed in accordance with the terms of this Agreement, except as stated in this Section or except for those amounts in dispute.

27. DISPUTES, DISPUTE RESOLUTION AND CLAIMS

If any dispute regarding the Vendor claims arising hereunder or relating to the Agreement and the Vendor's Services hereunder results in litigation, the prevailing Party in such litigation shall be entitled to recover reasonable attorney's fees and costs, including costs and expenses of expert witnesses.

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to MDX by the Vendor (disputed by MDX) which have not otherwise been resolved through ordinary close-out procedures of a Task Authorization/Work Order and/or this Agreement prior to the initiation of litigation. The Vendor claims or portions thereof, which MDX agreed to pay or offered to pay prior

to initiation of litigation, shall not be deemed contested claims for purposes of this provision.

Attorney's fees and costs awarded to the prevailing Party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to MDX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted.

The term "litigation" shall include mediation proceedings. As a condition precedent to litigation, the Vendor shall have first submitted its claim (together with supporting documentation) to MDX, and MDX shall have had sixty (60) Business Days thereafter within which to respond thereto. The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, MDX and the Vendor agree that neither Party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each Party shall bear its own attorney's fees and costs.

No court proceedings on any claim may be filed until the Parties have first participated in mediation.

Adjustment of compensation and Agreement time because of any major changes in the Services that may become necessary or desirable as the Services progress shall be left to the absolute discretion of MDX and any such adjustments shall be evidenced by Supplemental Agreements between the parties in accordance herewith.

In the event that the Vendor and MDX are not able to reach an agreement as to the amount of compensation to be paid to the Vendor for supplemental Services desired by MDX, the Vendor will be obligated to proceed with the supplemental Services in a timely manner for the amount determined by MDX to be reasonable. In such event, the Vendor will have the right to file a claim with MDX for such additional amounts as the Vendor deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Vendor from the obligation to timely perform the supplemental Services.

28. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Venue of any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

In the event of any litigation arising out of this Agreement, the Vendor agrees that service of process on the Vendor may be made on its registered agent as designated in the corporate records of the Florida Division of Corporations. The Vendor shall notify MDX in writing within thirty (30) Calendar Days of a change and the name of the successor registered agent. These provisions are in addition to any methods of service of process allowed by the Florida Statutes.

29. WAIVER OF TRIAL BY JURY:

The Vendor and MDX hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either Party.

30. ENTIRE AGREEMENT

This Agreement embodies the whole agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either MDX or the Vendor other than contained herein. This Agreement shall inure to the benefit of, and be binding on, the Parties or the successor(s).

31. THIRD-PARTY BENEFICIARY

It is specifically agreed between the Parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries, bodily injury or property damage pursuant to the terms or provisions of the Agreement.

32. NOTICES

All Notices required under this Agreement shall be in writing. Notices shall be mailed or delivered as follows, unless a Party directs in writing that notices shall be provided to it at another location:

To the Authority:
Jacqueline Buitrago, CPPB
Procurement Manager
Miami-Dade County Expressway Authority (MDX)
3790 N.W. 21st Street
Miami, Florida 33142

With a copy to:
Carlos M Zaldivar, Esq.
MDX General Counsel
Miami-Dade County Expressway Authority (MDX)

3790 N.W. 21st Street
Miami, Florida 33142

To the Vendor:

Waste Connections of Florida, Inc.
Attn: Legal Department
3 Waterway Square PL Ste 110
The Woodlands, TX 77380
Tel: 305-638-3800
e-mail: david.white@wasteconnections.com

33. DEFINED TERMS

Capitalized terms used herein, unless otherwise specifically defined in this Agreement, shall have the meaning ascribed to them herein:

Holidays: Days designated by MDX, which include, but are not limited to, New Year's Day, Martin Luther King Day, President's Day, Law Enforcement Appreciation Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Days, Thanksgiving Day, as well as the immediate following Friday, and Christmas Day.

Notice to Proceed: A written notice given by MDX to the Vendor fixing the date on which the Contract Time will commence and on which Vendor shall start to perform Vendor's obligations under the Contract Documents.

Services: as set forth in the Scope of Services and Rates and Locations attached hereto as Exhibits.

Supplemental Agreement: a written, executed agreement between the Vendor and MDX modifying the Contract within the limitations set forth in the Contract Documents and MDX's Procurement Policy (available on MDX's Website: www.mdxway.com under "Doing Business with MDX" for reference).

Vendor: In the context of the Contract Documents, Vendor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Contract with MDX to perform the Services described in the Contract Documents.

34. SECTION HEADINGS

Any headings preceding the texts of the sections in this Agreement and any table of contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

35. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

36. COOPERATIVE PURCHASING (PIGGY-BACKING).

As may be applicable, pursuant to the *MDX Procurement Policy*, other governmental agencies may utilize MDX contracts if the Vendor agrees to enter into a separate contract with such governmental agency(ies) incorporating the MDX contract terms and conditions.

37. ACKNOWLEDGEMENT & REPRESENTATION.

The Parties to this Agreement individually represent, warrant, and agree that:

A. They have been represented by legal counsel of their choice in connection with the Agreement;

B. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement;

C. They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement;

D. They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Agreement; and

E. The consideration received by them to enter into this Agreement and the settlement contemplated by this Agreement has been actual and adequate.

38. CERTIFICATION

This document is an MDX form maintained in an electronic format and no changes may be made to this document without approval from MDX. The Vendor must submit any requested changes or revisions to MDX for approval prior to the Vendor executing this Agreement. By signing this document, the Vendor hereby represents that no change has been made to the text of this document.

You MUST certify by checking the box below:

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties on the date aforesaid mentioned.

MIAMI DADE COUNTY EXPRESSWAY AUTHORITY

By: _____

Darlene M. Fernandez, P.E.
Executive Director

WASTE CONNECTIONS OF FLORIDA, INC.

By: _____

Signature of Authorized Officer

David White

Print Name of Authorized Officer

Sales Manager

Title of Authorized Officer

ATTEST _____

Secretary/Assistant Secretary Signature

EXHIBITS:

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

Exhibit A	Scope of Services
Exhibit B	Rates and Location Schedule
Exhibit C	Insurance Requirements
Exhibit D	Vendor's Bill or Rights and Responsibility
Exhibit E	Sworn Statement on Public Entity Crimes and Debarment
Exhibit F	MDX Annual Disclosure Form
Exhibit G	MDX Procurement Policy **
Exhibit H	MDX Ethics Policy**

* Current Policies and Forms available on the MDX website at:
http://www.mdxway.com/doing_business/procurement