

**CONTRACTUAL SERVICES AGREEMENT NO. 13375 WITH GFL SOLID WASTE
SOUTHEAST LLC AND WRH GAINESVILLE, LLC FOR AS-NEEDED TEMPORARY USE
OF A TRANSFER STATION AND MSW HAULING**

This Agreement is entered into between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "County", WRH Gainesville, LLC, a Florida limited liability corporation, with a principle business address located at 5002 SW 41st Boulevard, Gainesville, 32608 hereinafter referred to as the "Owner", and GFL Solid Waste Southeast LLC, a Foreign Limited Liability Company, with a principle business address located at 3301 Benson Drive Suite 601 Raleigh, NC 27609 hereinafter referred to as "Contractor". Collectively the County, the Owner and Contractor are hereinafter referred to as the "Parties", and the Owner and the Contractor are hereinafter collectively referred to as the "Operators".

WHEREAS, the County and the Contractor are parties to that certain Solid Waste, Recycled Materials and Yard trash Collection Renewal Agreement dated April 22, 2014 ("Residential MSW Collection Agreement"), with a term that extends through September 30, 2026; and

WHEREAS, pursuant to the Residential MSW Collection Agreement, the Contractor is obligated to provide residential curbside collection of municipal solid waste ("MSW") within Alachua County, Florida, and deliver same to the County's Leveda Brown Transfer Station; and

WHEREAS, the Leveda Brown Transfer Station requires maintenance and repairs that may limit or temporarily prevent it from receiving MSW from the Contractor. Therefore, the Contractor may require the temporary use of a different transfer station; and

WHEREAS, Owner, an affiliated company of Contractor, owns a construction and demolition (C&D) waste transfer station located at 5002 SW 41st Boulevard, Gainesville, Florida 32608 ("WRH Transfer Station") that is also permitted to handle MSW. Owner and Contractor agree that the WRH Transfer Station may be temporarily used by the receive, consolidate and transport the MSW collected by the Contractor under the Residential MSW Collection Agreement and any residential MSW collected by Contractor under its agreement with the City of Gainesville, Florida, while repairs are being made to the Leveda Brown Transfer Station, as well as for future emergencies, and as a back-up facility to the Leveda Brown Transfer Station; and

WHEREAS, the Operators represent and warrant that they have ability, knowledge, skill, staffing, equipment, vehicles, tools, and all necessary governmental approvals to operate said WRH Transfer Station to receive, manage, store and transfer residential MSW for the County on an as-needed basis; and

WHEREAS, the Operators also represent and warrant that they have the ability, knowledge, skill, staffing, equipment, vehicles, tools and all necessary governmental approvals to haul and deliver

residential MSW from the WRH Transfer Station to the New River Landfill located at 24276 NE 157th St., Raiford, Florida 32083, for the County on an as-needed basis; and

WHEREAS, pursuant to Section 22.3-302 (28) of the Alachua County Procurement Code, Sole source procurements, the procurement of the services to be provided by the to the County pursuant to this Agreement are exempt from the County's competitive procurement processes

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

1. **Term.**

- 1.1. The recitals set forth above are true, correct and are incorporated into this Agreement as if fully set forth herein.
- 1.2. This Agreement is effective for upon execution by all Parties (the "Commencement Date") and continue through September 30, 2026, unless earlier terminated as provided herein.
- 1.3. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

2. **Duties of the Operators.** The Operators shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit 1**.

3. **Representations and Warranties.** By executing this Agreement, the Operators make the following express representations and warranties:

- 3.1. The Operators are qualified to perform the Services described herein.
- 3.2. The Operators warrant all the Services performed by the Operator will be adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.
- 3.3. The Operators acknowledge that the County's observation, inspection or review of the Service performed in no way diminishes the Operators' warranty pertaining to the Service performed.

4. **Method of Payment.** For all Services actually, timely and faithfully performed, the Operators will be paid as follows:

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CONTRACTUAL SERVICES AGREEMENT NO. 13375 WITH GFL SOLID WASTE SOUTHEAST LLC FOR USE OF A TRANSFER STATION

- 4.1. The maximum amount that the County shall pay to the Operators SHALL NOT EXCEED Two Hundred Thousand Dollars and 00/100 (\$200,000.00) each Fiscal Year ("Annual Not-To-Exceed Contract Amount"), in accordance with the per ton rate set forth in section 4.2 and the fuel cost adjustment set forth in section 4.5; and the Parties agree that no other compensation, fees, cost or expenses shall be paid by the County. For the purposes of this Agreement, a Fiscal Year shall commence on October 1 and shall extend through September 30.
- 4.2. The Operators shall be paid an amount equal to \$26.50 per ton of municipal solid waste ("MSW")(the "Per Ton Rate") received, managed, stored, transferred at the WRH Transfer Station located at 5002 SW 41st Blvd, Gainesville, FL 32608 and delivered to the New River Landfill located at 24276 NE 157th St., Raiford, Florida 32083. The Per Ton Rate shall constitute the County's sole and exclusive payment to the Operators, subject to the Monthly Fuel Adjustment set forth in section 4.5.
- 4.3. As a condition precedent for any payment, the Operators shall submit monthly, an invoice to the County requesting payment for Services properly completed. The Operators' invoice shall describe the total number of tons of MSW received at the WRH Transfer Station pursuant to this Agreement during the invoice period and properly transported to, and disposed of, at the New River Landfill. The Operators' invoice shall be accompanied by such documentation or data in support of its invoice for which payment is sought as the County may require. Each invoice shall constitute the Operators' representation to the County that the Services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Operator covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Operator that payment of any portion thereof should be withheld. Submission of the Operators' invoice for final payment shall further constitute the Operators' representation to the County that, upon receipt by the Operators of the amount invoiced, all obligations of the Operators to others, including its consultants, incurred in connection with the Services, has been paid in full. The Operators shall submit its monthly invoice to the County at the following address:

Department Director
Alachua County Solid Waste & Resource Recovery Department
5115 NE 63rd Avenue
Gainesville, Florida 32609

- 4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

GFL Solid Waste Southeast, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

4.5. Fuel Adjustment

4.5.1. The Per Ton Rate shall be adjusted monthly in accordance with this section 4.5, to account for changes in fuel prices (the "Monthly Fuel Adjustment"). The Base Fuel Price shall be the price as reported by PADD (1c) Lower Atlantic No. 2 Low Sulfur Diesel fuel, found at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm during the first week of the month of the Commencement Date of this Agreement. The change in monthly fuel cost shall be determined by calculating the change in fuel price from the Base Fuel Price, and the fuel price as reported in the first week of the month for each invoice period thereafter as reported by PADD (1c) Lower Atlantic No. 2 Low Sulfur Diesel fuel, found at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm (the "Monthly Fuel Price Change"). The Monthly Fuel Price Change may be a price increase or decrease; hence, the Monthly Fuel Adjustment may be an increase or decrease to the Per Ton Rate.

4.5.2. The Monthly Fuel Adjustment for the Per Ton Rate set forth in Section 4.2 shall be calculated by multiplying the per ton hauling fee by the amount equal to one percent (1.0%) for each ten cents (\$0.10) per gallon increase or decrease from the established Base price for Fuel. [Example #1: If the Monthly Fuel Price Change is \$0.43, then the Monthly Fuel Adjustment would be $4\% \times \$26.50 = \1.06 per ton. Therefore, the Per Ton Rate for said invoice period would be $\$26.50 + \$1.06 = \$27.56$ per ton. Example #2: If the Monthly Fuel Price Change is $-\$0.27$, then the Monthly Fuel Adjustment would be $2\% \times \$26.50 = -\0.53 per ton. Therefore, the Per Ton Rate for said invoice period would be $\$26.50 - \$0.53 = \$25.97$ per ton.]

5. ALACHUA COUNTY MINIMUM WAGE

5.1. The Services performed through this Agreement is considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Operators shall provide certification, the form of which is attached hereto as **Exhibit 2**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3. The Operators shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Operators are responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.5. The Operators will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Operators and subcontractor.

6. Liquidated Damages.

3.1.1 Failure to verbally notify County of an Operators caused spill or emergency on a public roadway within 12 hours.	\$500.00 per occurrence
3.1.2 Failure to notify the County in writing of an Operators caused spill or emergency on a public roadway within 24 hours.	\$500.00 per occurrence
3.1.3 Disposing of MSW at a location other than the designated landfill without prior written approval from the County.	\$100 per ton
3.1.4 Failure to meet minimum hauling service requirements when the need for such hauling was needed. Minimum hauling service is defined as 130 tons per day	\$100 per ton
3.1.5 Failure to provide daily weigh tickets to County.	\$100 per day

7. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. Notice by certified mail, return receipt requested shall be deemed delivered and received two (2) business days after mailing. Notice by personal delivery is deemed delivered and received upon delivery. Notice by email is deemed delivered and received one (1) business day after sending the email. For purposes of all notices, Operators' and County's representatives are:

County:

Department Director
Alachua County Solid Waste & Resource Recovery Department
5115 NE 63rd Avenue
Gainesville, Florida 32609

Operator:

GFL Solid Waste Southeast, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

Owner:

WRH Gainesville, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
Procurement@alachuacounty.us

8. Default and Termination.

- 8.1. The failure of the any Party to comply with any provision of this Agreement will place that Party in default. Prior to terminating this Agreement, the non-defaulting Party will deliver written notice to the other parties. This notification will make specific reference to the provision which gave rise to the default. The defaulting Party will have seven (7) days to cure the default. If the Operators are the defaulting party and does not cure the default within the seven-day cure period, then the County may terminate this Agreement. The Alachua County Director of Solid Waste is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County.
- 8.2. The County may also terminate this Agreement without cause by delivering written notice to the Operators (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Operators will immediately discontinue all Services (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Operators in performing this Agreement, whether completed or in process. In the event of such Termination

for Convenience, the Operators' recovery against County shall be limited to that portion of the Annual Not-To-Exceed Contract Amount earned through the date of termination, and the Operators shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- 8.3. If funds to finance this Agreement become unavailable, the County may terminate this Agreement with no less than twenty-four (24) hours' notice in writing to the Operators. The County will be the final authority as to the availability of funds. The County will pay the Operators for all Services completed prior to delivery of notice of termination. In the event of such Termination, Operators' recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, and Operators shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

9. Project Records

9.1. General Provisions:

9.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

9.1.2 In accordance with §119.0701, Florida Statutes, the Operators, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Operators shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Operators shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Operators do not transfer the records to the County.

9.2 Confidential Information:

9.2.1 During the term of this Agreement, the Operators may claim that some or all of Operators' information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Operators in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Operators shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Operators as "Confidential Information" or "CI."

9.2.2 The County shall promptly notify the Operators in writing of any request received by the County for disclosure of Operators' Confidential Information and the Operators may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Operators shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Operators shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Operators' sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Operators shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Operators release County from claims or damages related to disclosure by County.

9.3 Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Operators, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Operators or keep and maintain public records required by the County to perform the service. If the Operators transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operators keep and maintain public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: The Operators may be subject to penalties under §119.10, Florida Statutes, if the Operators fail to provide the public records to the County within a reasonable time.

IF THE OPERATORS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT EMAIL: publicrecordsrequest@alachuacounty.us; PHONE (352) 384-3132 Address 12 SE 1st Street, Gainesville, FL 32601

10. **Insurance.** The Operators will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 3**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.
11. **Permits.** The Operators will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
12. **Laws & Regulations.** The Operators will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Operators have a duty to become familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Operators are not familiar with state and local laws, ordinances, code rules and regulations, the Operators remains liable for any violation and all subsequent damages or fines.
13. **Indemnification**
 - 13.1. To the maximum extent permitted by Florida law, the Operators shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Operators or anyone employed or utilized by the Operators in the performance of this Agreement. Operators agree that indemnification of the County shall extend to any and all Services performed by the Operators, its subcontractors, employees, agents, servants or assigns.
 - 13.2. The Operators obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
 - 13.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Operators insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Operators.

13.4. In any and all claims against the County or any of its agents or employees by any employee of the Operators, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Operators or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

13.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. **Assignment of Interest.** Except by operation of law, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other party.
15. **Successors and Assigns.** The County and the Operators each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
16. **Independent Contractor.** In the performance of this Agreement, the Operators are acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Operators are solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
17. **Collusion.** By signing this Agreement, the Operators declare that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Operators warrant that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Operators shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of this Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
28. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
29. **U.S. Department of Homeland Security E-Verify System.**
- 29.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.
- 29.2. The Contractor shall expressly require any subcontractors performing Work or providing Services pursuant to the County's Agreement to utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

30. **Alachua County COVID-19 Procedure.** Alachua County has established safety protocols to protect the spread of COVID-19 in the workplace and among the workforce. The Contractor agrees to comply with adopted Alachua County COVID-19 Procedure, as amended, concerning masking and social distancing as applicable to employees while working or providing services inside a Covered Alachua County Facility.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler
Marihelen Wheeler, Chair
Board of County Commissioners
Date: _____

ATTEST

J.K.
J.K. "Jess" Irby, Esq. (Sep 7, 2022 13:55 EDT)
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E84DBE1E4B3
Alachua County Attorney's Office

CONTRACTOR
GFL SOLID WASTE SOUTHEAST, LLC

By: John Strong
Print: Todd Strong
Title: Regional Vice President
Date: 8/3/22

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

OWNER
WRH GAINESVILLE, LLC

By: Todd Strong

Print: Todd Strong

Title: Regional Vice President

Date: 8/3/22

IF THE OWNER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work

1. As requested and approved by the County, the Operators will operate the WRH Transfer Station located at 5002 SW 41st Blvd, Gainesville, FL 32608 to receive, manage, store, transfer, and deliver residential municipal solid waste to the New River Landfill located at 24276 NE 157th St., Raiford, Florida 32083. The waste accepted at the WRH Transfer Station will be strictly limited to residential municipal solid waste collected as part of the exiting solid waste collection agreements between Alachua County and GFL Solid Waste Southeast LLC and the City of Gainesville and GFL Solid Waste Southeast LLC.
2. The Operators shall provide proof of a current weighing and measuring device permit from the State of Florida. The Operators shall provide daily weight tickets to the County of all MSW inbound and out bound from the WRH Transfer Station. The weight tickets shall have the haulers name; route number; type of truck; waste source (commercial or residential MSW); and gross, tare and net weight. All weight tickets must have a legible signature of the truck driver.
3. The Operators shall provide hauling services from Monday – Friday 7:00 am - 5:00 pm for a minimum of 150 tons per day of Municipal Solid Waste (MSW) from the WRH Transfer Station located at 5002 SW 41st Blvd, Gainesville, FL 32608, and delivered it to the New River Landfill located at 24276 NE 157th St., Raiford, Florida 32083. The County will be responsible for payment of the tipping fee at the New River Landfill for all MSW disposed there pursuant to this Agreement.
4. The Levada Brown Environmental Park and Transfer Station observes 5 holidays per year: New Year's Day, Martin Luther King Jr., Memorial Day, July 4th, Thanksgiving Day, and Christmas Day. For weeks in which one of these holidays occur during the regular work week, the Operators will conduct Transfer Station and hauling operations at the WRH Transfer Station on the Saturday following the holidays during the hours of 7:00 am- 2:00 pm.
5. All MSW shall be disposed of at the New River Landfill located in Raiford, FL, unless otherwise directed by the County. In the event that a disposal location other than New River Landfill is utilized, any increase in the distance traveled will be compensated on a per trip basis according to the following formula:

$$(((A-B)/C) * D) * E$$

Where

A = Mileage to new disposal location per trip

B = Mileage to New River Landfill per trip

C = Average miles per gallon for vehicles used

D = Current fuel rate (as reported by PADD (1c) Lower Atlantic No. 2 Low Sulfur Diesel fuel found at

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm).

E = Number of trips

6. The Operators shall provide walking floor trailers with the minimum of 48 foot in length and capable of hauling a minimum of 110 cubic yards and a minimum of 22 tons of MSW. All vehicles used in the service of this Agreement shall at all times comply with FDEP emissions requirements as well as State and Federal DOT regulations. Vehicles shall be capable of securing their load as to prevent littering on public roadways.

7. **SPILLS AND EMERGENCIES IN TRANSIT**

- 7.1. If the Operators' activities under this Agreement result in a spill or emergency on a public roadway, the Operators shall implement its emergency plan. A copy of the emergency plan shall be provided to the County. The Operators shall promptly notify the appropriate authorities, as required by law. The Operators shall promptly initiate and complete cleanup activities if necessary. The Operators shall notify the County's designated contact verbally within twelve (12) hours and shall provide a written report to the contact within twenty-four (24) hours concerning the cause of the incident, the cleanup activities that were implemented, and the status of the situation.

Exhibit 2: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

GFL Solid Waste SouthEast LLC

,

Email Address: _____

Project Description: {~~Contact Title~~}; Agreement to utilize the Contractors Transfer Station

CONTRACTOR

By: Todd Strong

Print: Todd Strong

Title: Regional Vice President

Date: 8/3/22

OWNER

By: Todd Strong

Print: Todd Strong

Title: Regional Vice President

Date: 8/3/22

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 3: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Operators shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp* 184 Front Street - Suite 601 Toronto ON M5A 4N3	CONTACT NAME: RISK MANAGEMENT NE PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS: RiskCerts@nfp.com														
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 3301 Benson Drive - Suite 601 Raleigh NC 27609	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B: Chubb Insurance Company of Canada</td> <td></td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER D: Underwriters Lloyds London</td> <td>32727</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of Pittsburg	19445	INSURER B: Chubb Insurance Company of Canada		INSURER C: AIU Insurance Company	19399	INSURER D: Underwriters Lloyds London	32727	INSURER E:		INSURER F:	
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INSURER D: Underwriters Lloyds London	32727														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2077677761

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg </div>	Y		6882279	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,400,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 4,400,000 Loc/Project Agg \$ 4,400,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>			9767484 (AOS) 9767485 (VA)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XBC602852*	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 7,500,000 AGGREGATE \$ 7,500,000 Limits shown in CND\$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC35901818 (AOS) WC35901819 (CA) WC35901820 (WI)	6/1/2022 6/1/2022 6/1/2022	6/1/2023 6/1/2023 6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
D	Equipment Including Leased/Rented			UP2205227	6/1/2022	6/1/2023	Limit Per Occurrence \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as an additional insured in accordance with the policy provisions of the General Liability Policy as required by written contract. General Liability evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. Cancellation shall be provided in accordance with policy terms and conditions; endorsement attached.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners
 12 SE 1st Street, 2nd Floor
 Gainesville FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Wigand Disposal Company
ADS Missouri Inc.
Coulter Construction Company
PDC Technical Services, Inc.
PDC Landfills, Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.
Peoria Disposal Company
Peoria City County Landfill, Inc.
Coulter Properties, Inc.
Area Landfills Inc.
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
Pink Trash Company Inc. dba Potomac Disposal

WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

WCA WASTE SYSTEMS, INC.

Gish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC

Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.

Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC
Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone's Throw Landfill, LLC
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.
Alabama Dumpster Service, L.L.C.
Rock N Bar D, LLC.
Great American Disposal of Wisconsin, LLC.
Wood Island Waste Management, Inc.
Great American Environmental Services Inc.
Pauls Industrial Garage Inc.

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Sprint Waste Services, LP

Sprint Fort Bend County Landfil, LP

Sprint Recycling Center-Northeast, LLC

Sprint Montgomery County Landfil LP

Triple-S Compost LLC

Sprint Waste of Texas, LP

Shifflet's Waste Service LLC

POLICY NUMBER: 688-22-79

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or

agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of

Policy No. 688-22-79 issued to GFL ENVIROMENTAL INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

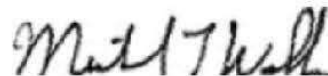
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2022 forms a part of

policy No. 688-22-79 issued to GFL ENVIRONMENTAL, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: 688-22-79

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT	BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Complete this form when requesting an exception to the county's competitive procurement policy where only one firm has a product that will meet the project's needs or product specifications, or only one firm can do the work requested. Completing this form does not guarantee that the proposed vendor will be selected. It is the requester's responsibility to provide all required information and documentation as indicated in this form.

Procurement Manager reserves the right to competitively bid, negotiate, or solicit additional information and remains the final authority on all procurement issues.

Type of Source
Sole Source: The ONLY known supplier for unique products and services where no other options are available
Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed vendor, i.e., availability, timeliness, location, etc.

Part I: General Requester Information	
Department Name: Solid Waste And Resource Recovery	Division Name: Leveda Brown Environmental Park and Transfer Station
Purchase Order Request# (POR) If available:	Total Amount of Purchase: To be determined

Part II: Vendor Information	
Vendor Name: GFL Solid Waste LLC and WRH LLC	Vendor Contact Name: Derick Redding
Vendor Contact Phone: (904) 327 - 0210	Vendor Contact Email: derick.redding@gflenv.com

Part III: Single/Sole Source Justification (check one or more)

DESCRIPTION OF PURPOSE: The Manufacturer, model number and / or generic description.

Agreement with GFL Solid Waste Southeast, LLC & WRH LLC for the use their Solid Waste Transfer Station and for the hauling of solid waste to the New River landfill.

1	<input type="checkbox"/>	Parts/Equipment Can Only be Obtained from Original Manufacturer - Not Available Through Distributors.
2	<input type="checkbox"/>	Only Authorized Area Distributor of the Original Manufacturer.
3	<input type="checkbox"/>	Proprietary Item/Service (<u>Explain Below</u>)
4	<input type="checkbox"/>	Parts/Equipment not Interchangeable with Similar Parts of Another Manufacturer (<u>Explain Below</u>)
5	<input checked="" type="checkbox"/>	This is the Only Known Item/Source that will meet the Specialized need of this Department or Perform the intended function. (<u>Explain Below</u>)
6	<input type="checkbox"/>	Parts/Equipment are Required from this Vendor to Provide Standardization (<u>Explain Below</u>)
7	<input type="checkbox"/>	Upgrade to existing software. Available only from the Producer of this Software Who Sells on a Direct Basis Only.
8	<input type="checkbox"/>	An Awarding Agency or Pass-through that was competitively Procured.
9	<input type="checkbox"/>	Non of the Above Apply. Detailed Explanation for Source Request (<u>Explain Below</u>) <i>Describe the full scope of work contemplated including installation if required; items should include brand, model and part number if applicable;</i>

The tipping floor of the Leveda Brown Environmental Park and Transfer station is scheduled for repairs in 2022. In order to complete the work, the Department needs an alternate location to divert, consolidate and transport approximately 150 tons of solid waste per day.

GFL Solid Waste Southeast, LLC & WRH LLC own and operate a Transfer Station located at 5002 SW 41st Boulevard, Gainesville, Florida. The GFL Solid Waste Southeast, LLC & WRH LLC Transfer Station operations are governed by an existing deed restriction requested by the County under our Solid Waste Collection Agreement. Under the deed restriction the Transfer Station is only allowed to manage Construction & Demolition Debris. Any other solid waste transfer operations have to be approved by the County.

This is the only other available Transfer Station in the County. The Department is seeking an agreement with GFL Solid Waste Southeast, LLC & WRH LLC for the use their facility and for transportation services to the New River landfill.

Part IV: Confirmation of Documentation

Have you provided required documentation including vendors quote, for this request in support of the justification in Parts III of this form?

☐ Yes

☒ No

You may also attach any additional information not specifically requested on this form to support your single/sole source justification.

Part V ESTABLISHMENT OF PRICE REASONABLENESS

Analysis of offer and/or offers has determined that the price proposed is determined to be fair, reasonable and in the best interests of the County based on the following:

- 1 ☐ Price obtained was from a catalog or standard price list regularly maintained by the vendor covering standard commercial products sold. (Attach copy of vendor's price list.)
- 2 ☐ Price obtained includes a discount from current list prices. (Attach copy of quote showing list price and net price paid.)
- 3 ☒ Other. (Explain Below.)

Rental price, including transportation costs to be negotiated with vendor as part of agreement.

Part VI: DEPARTMENT

Gus Olmos

Requester Name

Gus Olmos

Director

Agustin Olmos

Requester Signature

Agustin Olmos

Director Signature

7.18.22

Date of Signature

7.18.22

Date of Signature

Part VII: PROCUREMENT & BOCC

☐ Single Source

☒ Sole Source

Larry M. Sapp

Procurement Manger

Larry M. Sapp

Larry M. Sapp (Jul 20, 2022 22:03 EDT)

Procurement Manger Signature

Jul 20, 2022

Date of Signature

Chair

Mariellen Wheeler

Chair Signature

Date of Signature

GFL Solid Waste Southeast, LLC WRH LLC

Final Audit Report

2022-07-21

Created:	2022-07-20
By:	Mandy Mullins (mmmullins@alachuacounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoEu8uDmvvZAP_p77W5ptxO30g8m-kDF

"GFL Solid Waste Southeast, LLC WRH LLC" History

-  Document created by Mandy Mullins (mmmullins@alachuacounty.us)
2022-07-20 - 6:41:35 PM GMT- IP address: 149.19.43.13
-  Document emailed to Darryl Kight (dkight@alachuacounty.us) for signature
2022-07-20 - 6:44:08 PM GMT
-  Email viewed by Darryl Kight (dkight@alachuacounty.us)
2022-07-20 - 9:30:18 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Darryl Kight (dkight@alachuacounty.us)
Signature Date: 2022-07-20 - 9:31:08 PM GMT - Time Source: server- IP address: 163.120.80.69
-  Document emailed to lsapp@alachuacounty.us for signature
2022-07-20 - 9:31:10 PM GMT
-  Email viewed by lsapp@alachuacounty.us
2022-07-20 - 9:50:51 PM GMT- IP address: 146.75.222.1
-  Signer lsapp@alachuacounty.us entered name at signing as Larry M. Sapp
2022-07-21 - 2:03:55 AM GMT- IP address: 163.120.80.69
-  Document e-signed by Larry M. Sapp (lsapp@alachuacounty.us)
Signature Date: 2022-07-21 - 2:03:56 AM GMT - Time Source: server- IP address: 163.120.80.69
-  Agreement completed.
2022-07-21 - 2:03:56 AM GMT

Vendor Funnel

 Followers

3

 Downloaders

7

 Applicants

1

 No Bids

0

 Submissions

0

▼ Vendors

Vendor		Followed	Downloaded	Applied	No Bid	Submitted
Florida Express Environmental <i>diane@floridaexpress.us</i>		✓	✓	✓		
North America Procurement Council Inc., PBC <i>sourcemanagement@napc.me</i>			✓			
Pritchett Trucking <i>jwood@pritchetttrucking.com</i>		✓	✓			
QTO Solutions <i>zaryab@qtosol.com</i>			✓			
VendorLink, LLC <i>bids@evendorlink.com</i>			✓			
Waste Management <i>ghunting@wm.com</i>			✓			
pwypress <i>bids@pwypress.com</i>		✓	✓			











Item #44, 22-0625

Final Audit Report

2022-09-07

Created:	2022-09-07
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAX3DM2BFPa7TAyKIJqt96MJ_utJe175A

"Item #44, 22-0625" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2022-09-07 - 3:45:18 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocccchairsignature@alachuacounty.us for signature
2022-09-07 - 3:46:54 PM GMT
-  Email viewed by bocccchairsignature@alachuacounty.us
2022-09-07 - 5:49:07 PM GMT- IP address: 163.120.80.11
-  Signer bocccchairsignature@alachuacounty.us entered name at signing as Marihelen Haddock Wheeler
2022-09-07 - 5:49:40 PM GMT- IP address: 163.120.80.11
-  Document e-signed by Marihelen Haddock Wheeler (bocccchairsignature@alachuacounty.us)
Signature Date: 2022-09-07 - 5:49:41 PM GMT - Time Source: server- IP address: 163.120.80.11
-  Document emailed to jki@alachuaclerk.org for signature
2022-09-07 - 5:49:48 PM GMT
-  Email viewed by jki@alachuaclerk.org
2022-09-07 - 5:54:25 PM GMT- IP address: 107.143.43.181
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2022-09-07 - 5:55:13 PM GMT- IP address: 107.143.43.181
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2022-09-07 - 5:55:14 PM GMT - Time Source: server- IP address: 107.143.43.181
-  Agreement completed.
2022-09-07 - 5:55:14 PM GMT