

**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 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:

- 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.	\$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, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR
GFL SOLID WASTE SOUTHEAST, LLC

By: _____

Print: _____

Title: _____

Date: _____

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

**OWNER
WRH GAINESVILLE, LLC**

By: _____

Print: _____

Title: _____

Date: _____

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: _____

Print: _____

Title: _____

Date: _____

OWNER

By: _____

Print: _____

Title: _____

Date: _____

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

Exhibit 3-A: Certificate of Insurance