

## CITY OF GAINESVILLE AGREEMENT

This AGREEMENT ("Agreement") made and entered into this 22<sup>nd</sup> day of September, 2009 between the CITY OF GAINESVILLE, Florida, a municipal corporation (hereinafter "CITY"), and EMERALD WASTE SERVICES LLC, a Florida limited liability company (hereinafter "CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR for solid waste, recycling and yard trash collections within the City of Gainesville, and

WHEREAS, CONTRACTOR is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONTRACTOR hereby agree as follows:

### I. SCOPE OF SERVICES

CONTRACTOR shall provide CITY with solid waste, recycling and yard trash collection services as originally provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

1. This Agreement, with all Exhibits
2. Addendum # 4 dated March 25, 2009
3. Addendum # 3 dated March 25, 2009
4. Addendum # 2 dated March 18, 2009
5. Addendum # 1 dated March 16, 2009
6. Alachua County Board of County Commissioners and City of Gainesville Request for Proposals #RFP 10-26 dated March 4, 2009
7. Proposal of Emerald Waste Services LLC, dated April 8, 2009

In case of a conflict or inconsistency between Contract Documents the order of precedence for interpretation shall be the order in which the documents are numbered above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

### II. TERM

The effective date of this AGREEMENT shall be October 1, 2009. The initial AGREEMENT will continue for 7 years subject to annual budgetary funding in each fiscal year. The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

Prior to the end of the initial term, and upon satisfactory performance, the City, may at its option, negotiate and extend the agreement for up to two (2) additional five (5)-year periods.

### III. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with the Negotiated 4 Day Collection Schedule attached hereto as Exhibit "A" and made a part hereof.

Billing and Payment shall be handled as specified in the Request for Proposals.

### IV. DEFAULT AND TERMINATION

Default and termination shall be handled as specified in the Request for Proposals and Addenda thereto.

### V. INSURANCE AND BONDS

The provisions of insurance and a performance bond shall be as specified in the Request for Proposals and Addenda thereto.

### VI. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

### VII. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense, including attorney's fees and costs, in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

### VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

### IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

### X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY  
Teresa Scott  
Public Works Director  
City of Gainesville  
Public Works Department  
P.O. Box 490  
Gainesville, FL 32602

CONTRACTOR  
Bob Shires  
Vice President Central Florida  
Emerald Waste Services LLC  
5002 SW 41<sup>st</sup> Blvd.  
Gainesville, FL 32608

XII. ENTIRE AGREEMENT

The Contract Documents constitute the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

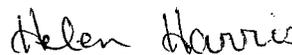
(CONTRACTOR)

  
Russ Blackburn  
City Manager

  
Printed name: Bob H. Degetau  
Title: President & CEO

WITNESS:

WITNESS:

  
Printed name: Helen Harris

  
Printed name: Bob Shires VP

APPROVED AS TO FORM AND LEGALITY  
By:   
Nicolle M. Shalley, Asst. City Atty. II  
City of Gainesville, Florida

Exhibit A

**NEGOTIATED**  
**Solid Waste, Recycling and Yard Trash Unit Prices**  
**Alachua County & City of Gainesville with Routes Maximized**  
**4 Day Collection Schedule**  
**7 Year Term**

**City & County -- All rates to be expressed as cost per household per month**  
City & County Curbside Area (Collection Routes are Blended for Maximum Efficiency):  
 October 1, 2009 - September 30, 2016

The following unit prices will be unchanged for the first five years of the contract.  
 Percent Increase (one time) for Years 6 & 7 8 %

	<u>Solid Waste -- Curbside</u>			
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$ <u>3.90</u>	\$ <u>4.00</u>	\$ <u>4.50</u>	\$ <u>4.95</u>

	<u>Recycling</u>	
	two-bin system	single-stream cart system
Collection	\$ <u>2.55</u>	\$ <u>4.55</u>

	<u>Yard Trash -- unlimited</u>
Collection	\$ <u>3.75</u>

**Additional Services**

Alternative fuels (all collections): \$ 4.00 per household per month  
 Fuel Type CNG

Backdoor Collection:  
 Solid Waste \$ 9.50 per household per month  
 Recycling \$ 7.25 per household per month  
 Per Bag Collection \$ 0.75 per extra bag (Official Yellow Bags Sec. 7.2)

Cart Delivery & Maintenance \$ 1.00 per household per month  
 Cart Exchange \$ 12.00 per Service Change Delivery

Special Services \$ 45.00 for first 15 minutes  
 \$ 1.00 per additional minute

Neighborhood Cleanups \$ 88.00 per hour, per truck

COUNTY ONLY:  
 Pup Trucks \$ 2.00 per household per month

CITY ONLY:  
 Special Events \$ 88.00 per hour, per truck

Municipal Services  
 Commercial FEL Containers \$ 4.10 per collection per cubic yard, based on \$51.10/ton disposal fee  
 Hand Stops - Solid Waste \$ 9.10 per collection per stop, based on \$51.10/ton disposal fee  
 Hand Stops - Recycling \$ 7.00 per collection per stop, Contractor to decontaminate  
 Roll-off Containers \$ 99.00 per pull (haul), disposal not included

Signature:

  
 Bob Shires

Date:

7/30/09

**AMENDED AND RESTATED AGREEMENT BETWEEN  
CITY OF GAINESVILLE, FL AND WCA OF FLORIDA, LLC  
FOR COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS  
AND YARD TRASH**

This Amended and Restated Agreement ("Amended Agreement") made and entered into this 28<sup>th</sup> day of January, 2012 between the CITY OF GAINESVILLE, Florida, a municipal corporation (hereinafter "CITY"), and WCA OF FLORIDA LLC, a Florida limited liability company (hereinafter "CONTRACTOR").

**WHEREAS**, on September 22, 2009, Emerald Waste Services, LLC ("EWS") entered into an Agreement with CITY (2009 Agreement) and pursuant to the 2009 Agreement, began providing Solid Waste, Recyclable Materials and Yard Trash Collection Services in the CITY. The term of the 2009 Agreement would expire on September 16, 2016, unless otherwise extended; and

**WHEREAS**, on or about January 7, 2011, EWS notified the CITY that WCA Waste Systems, Inc. was acquiring the equity interest in EWS; and

**WHEREAS**, on or about April 9, 2011, WCA Waste Corporation notified the CITY that WCA Waste Systems, Inc., a wholly owned subsidiary of WCA Waste Corporation, had acquired the equity interest in EWS and EWS was now wholly owned by WCA Waste Corporation; and

**WHEREAS**, on May 9, 2011 EWS assigned the 2009 Agreement to Waste Corporation of America (WCA of Central Florida); and

**WHEREAS**, on May 11, 2011, the CITY accepted assignment of the Agreement and began paying WCA; and

**WHEREAS**, WCA Waste Corporation operates in Florida through several subsidiaries, including but not limited to, WCA Waste Systems, Inc., WCA of Florida, LLC, WCA of Central Florida, Inc., and EWS; and

**WHEREAS**, WCA Waste Corporation America states it is consolidating its Florida operations into WCA of Florida, LLC; and

**WHEREAS**, CITY and CONTRACTOR, and CONTRACTOR's parent corporations WCA Waste Corporation and, WCA Waste Systems, Inc., and CONTRACTOR's affiliates including WCA of Central Florida and EWS, desire to clarify that the 2009 Agreement has been assigned from EWS to WCA of Florida, LLC, as wholly owned subsidiary of WCA Waste Systems, Inc., whose parent corporation is WCA; and

**WHEREAS**, in accordance with the 2009 Agreement, prior to the end of the first term, CITY could renegotiate and extend the 2009 Agreement for up to two (2) additional five(5)-year periods; and

**WHEREAS**, prior to the end of the first term of the 2009 Agreement, CITY and CONTRACTOR renegotiated the Terms and Conditions of the 2009 Agreement, extending said first term to September 30, 2021, with an option to renew the Amended Agreement for an additional five year term. In consideration for a change in the term of the 2009 Agreement, CONTRACTOR offered to convert its fleet from diesel fuel to compressed natural gas, to eliminate the monthly diesel fuel surcharge, to develop a publicly accessible compressed natural gas station, to reduce the contractually scheduled eight percent increase to a six percent increase, to terminate the use of its transfer station on Bear Archery Road for processing municipal solid waste, to reduce rates for collecting public trash and recycling containers, to pay up to \$8,000 annually for public education signage on residential collection vehicles, to purchase all natural gas from GRU, to purchase any new carts with RFID tags, and to pay a \$250,000

assignment fee in the event this Amended Agreement is sold or assigned; and

**WHEREAS**, the CITY finds it is in the public interest to amend and restate the 2009 Agreement.

**NOW, THEREFORE**, CITY and CONTRACTOR Amend and Restate the 2009 Agreement as follows:

#### **I. RECITALS**

The foregoing recitals are true and correct and are incorporated into and made a part of this Amended Agreement as if fully set forth herein.

#### **II. SCOPE OF SERVICES**

CONTRACTOR will provide CITY with solid waste, recycling and yard trash collection services as provided in more detail in "General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County, Dated December 2013," (General and Technical Specifications) attached hereto as Attachment A and made a part of this Amended Agreement by reference.

#### **III. TERM**

This Amended Agreement shall be effective upon execution by the final party and will remain in effect until September 30, 2021, unless renewed as set forth herein, and subject to annual budgetary funding in each fiscal year.

CITY has the option of renewing this Amended Agreement for one (1) additional five (5) year period. Negotiations for the one (1) additional five (5) year period shall commence at least fifteen (15) months before the expiration date of the Amended Agreement and shall be concluded at least twelve (12) months before the expiration of the Amended Agreement.

The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Amended Agreement.

#### **IV. ADDITIONAL CONTRACTUAL OBLIGATIONS OF CONTRACTOR**

In addition to CONTRACTOR'S obligations found in the General and Technical Specifications, CONTRACTOR shall perform the following:

CONTRACTOR will convert its fleet from diesel fuel to compressed/natural gas as more specifically described in the General and Technical Specifications.

Within five (5) months of the effective date of this Amended Agreement, the CONTRACTOR will construct a slow fill Compressed Natural Gas refueling station in Alachua County for CONTRACTOR'S vehicles. On or before December 31, 2014, CONTRACTOR shall construct a fast fill Compressed Natural Gas fueling station to be open to and available for public use.

During the term of this Amended Agreement, CONTRACTOR will purchase all its natural gas required for its converted fleet and for the slow fill and fast fill refueling stations from the CITY'S public utility, Gainesville

Regional Utilities (GRU).

As of the effective date and during the remaining term of this Amended Agreement, CONTRACTOR shall cease to use its transfer station located on Bear Archery Road to process municipal solid waste and will direct haul all municipal solid waste to the Leveda Brown Environmental Park.

CONTRACTOR will haul municipal solid waste to the Leveda Brown Environmental Park during the remaining term of this Agreement, unless otherwise agreed to in writing and executed by CITY and CONTRACTOR.

#### V. DUTIES OF CITY

The CITY shall have and perform the duties, obligations and responsibilities as specified in the "General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County" (Attachment A).

#### VI. ASSIGNMENT

The undersigned signatories acknowledge that the 2009 Agreement was assigned by EWS to WCA of Florida, LLC as of May 2011.

The Amended Agreement may not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of the CITY. Such consent may be granted or denied in the sole discretion of the CITY. In the event of any approved assignment or sublet, the assignee shall assume, in writing, all rights, obligations and liabilities of the CONTRACTOR as set forth in this Agreement. In the event the CITY approves any assignment or sublet, the CONTRACTOR shall pay the CITY \$250,000 at the time of any such assignment or sublet.

#### VII. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with the Negotiated 4 Day Collection Schedule attached hereto as Attachment "B" and made a part hereof.

**Invoicing.** The CONTRACTOR shall be responsible for invoicing the CITY for payment as described below.

**Payment.** Payment will be due to the CONTRACTOR thirty (30) days after receipt of the invoice, provided that CONTRACTOR shall not submit more than one invoice per thirty-day period. Payment may be withheld by the CITY due to failure by the CONTRACTOR to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the CITY's inspection or failure by the CONTRACTOR to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:" clause. The CITY shall notify the CONTRACTOR of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

CONTRACTOR payment by CITY issued procurement card (currently VISA) is preferred. Otherwise, CONTRACTOR will be paid electronically as an electronic funds transfer (EFT).

**Prompt Payment Assurance: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty.** When a CONTRACTOR receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the CONTRACTOR shall pay such moneys received to each subcontractor and Material Supplier in proportion to the percentage of Work Completed by each Subcontractor and Material Supplier at the time of receipt. If the CONTRACTOR receives less than full payment, then the CONTRACTOR shall be required to disburse only the funds received on a pro rata basis with the Contractors, Subcontractors, and Material Suppliers, each receiving a prorated portion based on the amount due on the

payment. If the CONTRACTOR without reasonable cause fails to make payments required by the section to Subcontractors and Material Suppliers within 10 days after the receipt by the CONTRACTOR of full or partial payment, the CONTRACTOR shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payment owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The CONTRACTOR shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

Records of progress payment made by prime contractors to Subcontractors or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

### VIII. DEFAULT AND TERMINATION

A. **Events of Default.** The following shall constitute a breach of the Amended Agreement:

1. The CONTRACTOR takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,
2. By order or decree of a court, the CONTRACTOR shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the CONTRACTOR seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null void, and of no effect; or,
3. By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession of control shall continue in effect for a period of sixty (60) days; or,
4. The CONTRACTOR shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
5. Any lien is filed against the CONTRACTOR's premises located in Alachua County because of any act or omission of the CONTRACTOR and is not removed or the CITY adequately secured, by bond or otherwise, within ninety (90) days after the CONTRACTOR has received written notice thereof; or,
6. The CONTRACTOR has abandoned, failed, or refused to perform or observe each and every provision in the Amended Agreement, or has failed or refused to comply with the instructions of the Manager relative thereto.

B. **Procedures Upon Default by CONTRACTOR.**

1. The Manager shall notify the CONTRACTOR in writing of any breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days the CONTRACTOR has not eliminated the conditions considered to be a breach of Amended Agreement, the Manager shall so notify the City Commission and a public hearing

shall be set for a date within fifteen (15) days of such notice. The Manager shall, not less than five (5) days prior to the date of such hearing, notify the CONTRACTOR and the surety of the date and place of the public hearing at which the CONTRACTOR shall be required to show cause why the CONTRACTOR has not breached the terms of this Amended Agreement. Should the CONTRACTOR fail to appear at the hearing or fail to show cause why it has not breached the terms of this Amended Agreement, to the satisfaction of the City Commission, the City Commission may declare a default on this Amended Agreement and notify the CONTRACTOR and the surety on the performance bond of such a declaration of default, or authorize the Manager to take other action.

2. If the CONTRACTOR or his or her surety fails to cure such default within two (2) days after the final decision, then the City Commission may thereupon declare the Amended Agreement canceled. Upon such a declaration of default, all payments due the CONTRACTOR shall be retained by the CITY and applied to the completion of this Amended Agreement and to damages suffered and expenses incurred by CITY by reason of such default, unless the surety on the performance bond shall assume this Amended Agreement, in which event all payments remaining due to the CONTRACTOR at the time of default, less amount due CITY from the CONTRACTOR and less all sums due CITY for damages suffered and expenses incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the CONTRACTOR had said CONTRACTOR continued to perform the Amended Agreement. If such surety fails to exercise such option, CITY may complete this Amended Agreement or any part hereof, either by day labor or by reletting the Amended Agreement, CITY shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the CONTRACTOR for the performance of this Amended Agreement and to procure other vehicles of the same kinds and to charge the cost of the vehicles to the CONTRACTOR, together with the costs incident thereto.
3. In the event the CITY completes this Amended Agreement at a lesser cost than would have been payable to the CONTRACTOR under this Amended Agreement if the same had been fulfilled by said CONTRACTOR, then the CITY shall retain such difference. If the cost to the CITY be greater, the CONTRACTOR shall be liable for and pay the amount for such excess to the CITY. The CITY must approve any transfer or assignment of the responsibilities of the CONTRACTOR by the surety, and shall be entitled to the \$250,000 Assignment Fee.
4. Except as otherwise provided in this Amended Agreement, any dispute concerning a question of fact or of interpretation of a requirement of the Amended Agreement which is not disposed of by mutual consent between the parties shall be decided by the Manager, who shall reduce his decision to writing and furnish a copy thereof to the parties. In connection with any dispute preceding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Amended Agreement. The Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Amended Agreement and the findings and conclusions shall be final and binding on all parties. Pending the final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Amended Agreement in accordance with the preliminary directions of the Manager.

C. **Excuse for Failure to Perform.**

The CONTRACTOR shall be excused from performance in cases of war, insurrection, riot or causes deemed by the Manager to be beyond the CONTRACTOR's control. If the CONTRACTOR is unable to resume full or substantial performance within thirty (30) calendar days, the CITY may terminate this Amended Agreement by giving the CONTRACTOR five (5) days written notice. The parties hereto shall thereafter have no further obligations and liabilities under this Amended Agreement except those which arose prior to the date performance was interrupted or suspended. For the purpose of this section, a strike shall be considered within the control of the CONTRACTOR.

1. In the event of a breach by CONTRACTOR or excuse of performance under this paragraph such that CONTRACTOR is not providing full or substantial performance in the opinion of the CITY, CITY shall be able to immediately begin negotiation, execute an Agreement, and provide service on a temporary basis with another provider during the period that procedures and waiting periods are ongoing without such deemed a breach of this Amended Agreement.

D. Default by City.

The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Garbage and Household Trash collection as necessary government functions, and further agrees, in consideration for the execution of the Amended Agreement, that in the event CITY shall invoke the provisions of this section regarding CONTRACTOR breach or in the event of breach by the CITY, CONTRACTOR will first negotiate in good faith with the CITY for a resolution of the matter or matters in dispute, failing which, the CONTRACTOR will present the matter(s) to a court of competent jurisdiction in Alachua County, Florida, for resolution. CONTRACTOR's sole remedy in the event of CITY breach shall be specific performance. CONTRACTOR shall not be entitled to suspend its performance under the Amended Agreement or seek termination of the Amended Agreement.

- E. The failure of either party at any time to require performance or to exercise any right of any provisions herein shall in no way affect the right of either party thereafter to enforce the same, nor shall waiver by either party of any breach of any provision herein waive any succeeding breach of such provisions.

#### IX. INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold the CITY, and its directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out the 2009 Agreement and of this Amended Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the CITY and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. CONTRACTOR agrees that indemnification of the CITY shall extend to any and all work performed by the CONTRACTOR, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of CONTRACTOR's insurance coverage. This indemnification provision shall survive the termination of the Amended Agreements between the CITY and the CONTRACTOR.

#### X. INSURANCE AND BONDS

CONTRACTOR shall maintain the following bonds, and insurance during the term of this Amended Agreement which at a minimum meet the following requirements.

Bonds and Sureties

A. Performance Bond.

The CONTRACTOR shall furnish and maintain a Performance Bond as security for the performance of the Amended Agreement with the City of Gainesville. The Performance Bond

will be in the amount equal to the Amended Agreement, and will remain in force for the duration of this Amended Agreement. The CONTRACTOR shall pay the premiums for the bonds at its own expense. The Bond shall be in the form set forth in C.

1. **Requirements as to Surety**

The Performance Bond shall be written by a surety company licensed to do business in the State of Florida with A.M. Best Financial Rating of a Class XV for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The CITY may waive the requirement of Florida resident agent if evidence satisfactory to the CITY is provided that applicable requirements have been met to permit service of process on a State official under State law.

C. **Insurance Requirements.**

1. During the life of this Amended Agreement, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified below, and provide the CITY with annual certificates of insurance as evidence thereof. CITY shall be an additional insured on this insurance with respect to all claims arising out of the operations or Work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to CITY. The CONTRACTOR shall require each of its Subcontractors to procure and maintain, until completion of that Subcontractor's services, insurance of the types and to the limits specified below, unless the Subcontractor's Work is covered by the protection afforded by the CONTRACTOR's insurance. It shall be the responsibility of the CONTRACTOR to ensure that all its Subcontractors comply with the insurance requirements contained herein.

2. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

a. **Worker's Compensation**

The CONTRACTOR shall provide and maintain during the life of this Amended Agreement, at its own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy shall include employers' liability insurance with a limit of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee. If any operations are to be undertaken on or about navigable waters, coverage shall be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

b. **Comprehensive General Liability**

The CONTRACTOR shall provide and maintain during the life of this Amended Agreement, at its own expense, Comprehensive General Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy (Occurrence Form) filed by the Insurance Services Office and shall include:

- i. Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability
- ii. Premises and/or operations.
- iii. Independent contractors.
- iv. Products and/or completed operations.
- v. The contractual coverage shall specify that it covers the hold harmless agreement, which is part of this Amended Agreement.

- c. **Business Automobile Policy**  
The CONTRACTOR shall provide and maintain during the life of this Amended Agreement, at its own expense, Comprehensive Automobile Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and shall include:
- i. Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
  - ii. Owned vehicles.
  - iii. Hired and non-owned vehicles.
  - iv. Employers' non-ownership – The contractual coverage shall specify that it covers the hold harmless agreement, which is part of this Amended Agreement.
- d. **Umbrella Liability**  
The CONTRACTOR shall provide and maintain during the life of this Amended Agreement, at its own expense, \$5,000,000 for Solid Waste collection, \$1,000,000 for Recycling, and \$1,000,000 for Yard Trash collection with a hold harmless provision to protect the CITY from any claims arising as a result of services.
- e. **Certificate of Insurance**  
Certificates of all insurance required from the CONTRACTOR shall be filed with the CITY and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the CITY before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Amended Agreement and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Amended Agreement. If the initial insurance expires prior to the completion of the Work, renewal certificates shall be furnished thirty (30) days prior to expiration and shall state that such insurance is as required by such paragraphs of this Amended Agreement.

## **XI. INDEPENDENT CONTRACTOR**

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

## **XII. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.

## **XIII. TIMELINESS**

The CITY and CONTRACTOR further agree time is of the essence and that work under this Agreement is required to be performed in an expeditious manner and with care reasonably expected of a CONTRACTOR performing these duties.

#### XIV. MISCELLANEOUS TERMS

A. Construction.

1. The parties recognize that although the prices negotiated are based upon joint CITY and County negotiations, separate Contracts have been entered into between the County and the CONTRACTOR and the CITY and the CONTRACTOR. Therefore, unless the context of the General Conditions and Technical Specifications clearly indicates otherwise, reference in those documents to the County and CITY when referring to the rights and duties of the County and CITY will be construed to refer, in the case of the County's Contract, to a right or duty of the County, and in the case of the CITY's Contract, to a right or duty of the CITY.
2. In the event the County terminates its Contract with the CONTRACTOR prior to the end of the Contract term for any reason, the Amended Agreement between the CITY and the CONTRACTOR will continue on the same terms and conditions. In the event the CITY terminates its Amended Agreement with the CONTRACTOR prior to the end of the Amended Agreement term for any reason, the Contract between the County and the CONTRACTOR will continue on the same terms and conditions

B. Governing Law. The Amended Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits associated herewith shall be brought in the appropriate Court of the Eighth Judicial Circuit, in and for Alachua County, Florida.

C. Permits, Laws & Regulations. The CONTRACTOR shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The CONTRACTOR shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The CONTRACTOR is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance of such law on the part of the selected CONTRACTOR will in no way relieve it of responsibility.

The CONTRACTOR agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1962, Civil Rights Act of 1964, Age Discrimination and Employment Act of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

D. Subcontractors. Subcontractors shall be allowed only with the prior written approval of the CITY Commission or the Manager acting as its legal representative. The consent of the CITY Commission or the Manager shall not be construed as making the CITY a party to such subcontract, or subjecting the CITY to liability of any kind to any Subcontractor. No subcontractor shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Amended Agreement and despite such subcontracting the CITY shall deal with the Subcontractor through the CONTRACTOR. Subcontractors will be dealt with as workers and representatives of the CONTRACTOR, and as such shall be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

E. Default and Termination. The Amended Agreement may be terminated by the CITY in the event of breach as provided in Section VII. Default and Termination, without prejudice to any other rights or remedies the CITY may have under the Amended Agreement. The Amended Agreement may not be terminated by the CONTRACTOR and the CONTRACTOR's sole remedy shall be as provided in Section VIII, paragraph 12. It is understood that the CITY has ordinances for affecting a Solid Waste management program. It is the responsibility of the CONTRACTOR to become familiar with such

ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Amended Agreement, the ordinances shall be the governing factor for performance of the Amended Agreement.

#### **XV. RIGHT TO AUDIT**

The CITY shall have the right to review all records maintained by the CONTRACTOR on three (3) days written notice. An annual audit of the books and records pertaining to this Amended Agreement by a duly licensed Florida independent certified public accounting firm shall be presented to the CITY within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of the Amended Agreement and any extension thereof. The statement shall be prepared in such form as to fully disclose all income and expenses properly chargeable to the Work performed under the Amended Agreement as a separate operating entity and in a uniform accounting format required by the CITY. In addition, a certified annual financial statement of the parent company or associated entity shall be furnished to the CITY within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Amended Agreement and any extension thereof.

#### **XVI. PUBLIC RECORDS**

Florida has a very broad public records law. By entering into this Agreement with the CITY, the CONTRACTOR acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the CONTRACTOR shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided by law;
3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of the Amended Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Amended Agreement between the CITY and the CONTRACTOR. The CITY may pursue all remedies for breach of this Amended Agreement.

#### **XVII. VALIDITY**

If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.

#### **XVIII. CONTACT PERSONS**

The parties hereto designate the following persons to be contacted regarding the performance of this Agreement:

CITY: Teresa Scott  
Public Works Director  
City of Gainesville

CONTRACTOR: Bob Shires  
Regional Vice President  
WCA of Florida, LLC

P.O. Box 490  
Gainesville, FL 32627

5002 SW 41<sup>st</sup> Blvd.  
Gainesville, FL 32608

**XIX. ENTIRE AGREEMENT**

This Amended Agreement and the Attached Exhibits A and B thereto, constitute the entire agreement between the CITY and CONTRACTOR. This Amended Agreement amends, replaces and restates the 2009 Agreement in its entirety. Any modifications, amendments or alterations to this Amended Agreement shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**CITY OF GAINESVILLE**

**WCA OF FLORIDA, LLC**

  
Russ Blackburn  
City Manager

  
Printed name: Bob Shires  
Title: Region VP

WITNESS:

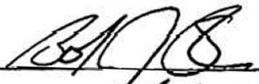
  
Printed name: KAREN E PRUSS

WITNESS:

  
Printed name: LAWRENCE A. BRANZ

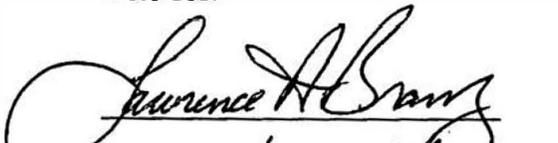
**EMERALD WASTE SERVICES, LLC**

**WCA WASTE SYSTEMS, INC.**

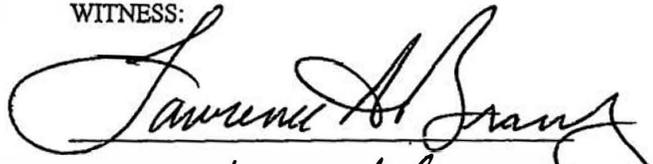
  
Printed name: Bob Shires  
Title: Region VP

  
Printed name: Bob Shires  
Title: Region VP

WITNESS:

  
Printed name: LAWRENCE A. BRANZ

WITNESS:

  
Printed name: LAWRENCE A. BRANZ

WCA OF CENTRAL FLORIDA, INC.

WCA WASTE CORPORATION OF AMERICA

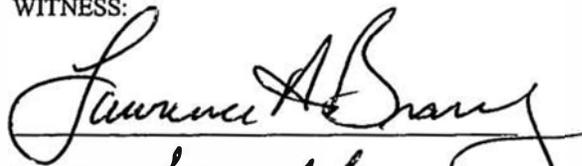
  
Printed name: Bob Shires  
Title: Region VP

  
Printed name: Bob Shires  
Title: Region VP

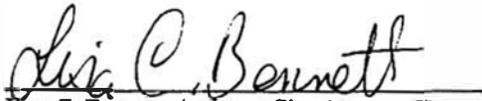
WITNESS:

WITNESS:

  
Printed name: Lawrence A. Bennett

  
Printed name: Lawrence A. Bennett

APPROVED AS TO FORM AND LEGALITY

  
Lisa C. Bennett, Assistant City Attorney II  
City of Gainesville, Florida

Signature: NEESA WALKER-BOOTHNE  
Email: boothene@cityofgainesville.org  
Title: Analyst Sr.

Signature:   
Email: singletonbm@cityofgainesville.org  
Title: Acting PW Director

Signature: David C. Schwartz  
David C. Schwartz (Jan 25, 2023 13:25 EST)  
Email: schwartzdc@cityofgainesville.org  
Title: Assistant City Attorney

Signature: Cynthia Curry  
Cynthia Curry (Jan 30, 2023 08:59 EST)  
Email: currycw@cityofgainesville.org  
Title: Interim City Manager

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
BETWEEN CITY OF GAINESVILLE, FL AND WCA OF FLORIDA LLC FOR  
COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH**

This FIRST AMENDMENT is entered into effective October 1, 2021 by the CITY OF GAINESVILLE, FLORIDA ("CITY"), and WCA OF FLORIDA LLC ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an Amended and Restated Agreement for Collection of Solid Waste, Recyclable Materials and Yard Trash dated January 28, 2014 ("Agreement"); and

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement through March 31, 2022, to allow additional time to prepare and submit a bid request for similar services; and

WHEREAS, the CITY and CONTRACTOR desire to amend the pricing in the Agreement by a three-percent (3%) increase beginning (October 1, 2021).

NOW, THEREFORE, the parties hereto agree as follows:

1. This First Amendment shall become effective on October 1, 2021.
2. The term of the Agreement is hereby extended through March 31, 2022. However, the CITY shall have the option to extend the Agreement for up to two (2) additional three month increments.
3. The current pricing in the Agreement shall be increased by 3% as outlined in Attachment B, attached hereto and incorporated, for the period of October 1, 2021 through March 31, 2022, and up to an additional six months according to paragraph 2, above. Attachment B to the Amended and Restated Agreement dated January 28, 2014 is deleted and replaced with Attachment B to this First Amendment.
4. In the event a new service provider is selected through the new bid request, the CONTRACTOR agrees to cooperate with the CITY and the new contractor in the transition of service.
5. This Amendment, together with the Amended and Restated Agreement dated January 28, 2014, constitutes the entire contract between the parties.
6. Except as modified by this First Amendment, all terms and conditions of the Amended and Restated Agreement dated January 28, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Amendment on the date of last signature, below.

**CITY OF GAINESVILLE**

  
\_\_\_\_\_

Print Name: Lee R. Feldman

Title: City Manager

Date: Jun 3, 2021

**WCA OF FLORIDA LLC**

  
\_\_\_\_\_

Print Name: Todd Strong

Title: Regional Vice President

Date: 4/20/21

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_

David C. Schwartz (Jun 3, 2021 16:23 EDT)

Asst City Attorney

**SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR COLLECTION  
OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH  
AND ACKNOWLEDGMENT OF ACQUISITION**

THIS SECOND AMENDMENT is made and entered into this 7<sup>th</sup> day of March, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), WCA OF FLORIDA, LLC, a Delaware limited liability company registered to do business in Florida with a registered fictitious name of GFL ENVIRONMENTAL (“CONTRACTOR”), and GFL ENVIRONMENTAL INC., an Ontario, Canada Corporation (“GFL”).

WHEREAS, CONTRACTOR is the CITY’s residential solid waste hauler pursuant to the Amended and Restated Agreement for Collection of Solid Waste, Recyclable Materials and Yard Trash dated January 28, 2014, and First Amendment dated October 1, 2021; and

WHEREAS, CONTRACTOR was acquired by 100% stock acquisition on or about August 12, 2020 by and among GFL Holdco (US), LLC, a Delaware limited liability company, Gadus Holdings, LLC, a Delaware limited liability company, and GFL Environmental Inc., an Ontario, Canada corporation;

WHEREAS, the acquisition does not constitute an assignment within the meaning of the Amended and Restated Agreement, as amended; and

WHEREAS, the parties hereto wish to amend the Amended and Restated Agreement for the purpose of invoicing, payment, and other administrative matters.

NOW, THEREFORE, the parties agree as follows:

1. Invoicing shall be made by either WCA of Florida, LLC or GFL Environmental, Inc. under the EIN number 20-5449795.
2. Payments, including Franchise Fees, may be made by either WCA of Florida, LLC or GFL Environmental, Inc. under the EIN number of 20-5449795.
3. Except as modified by this Amendment, all terms and conditions of the Amended and Restated Agreement, as amended, shall remain in full force and effect.
4. This Second Amendment, together with the original Amended and Restated Agreement and First Amendment, constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first written above.

**WCA OF FLORIDA, LLC**

Melissa Bachhuber  
Melissa Bachhuber (Jan 6, 2022 11:46 EST)

Melissa Bachhuber, Assistant Secretary

Date: Jan 6, 2022

**CITY OF GAINESVILLE**

Cynthia W. Curry  
Cynthia Curry (Mar 7, 2022 19:47 EST)

Cynthia W. Curry, Interim City Manager

Date: Mar 7, 2022

**GFL ENVIRONMENTAL, INC.**

*Melissa Bachhuber*

Melissa Bachhuber (Jan 6, 2022 11:46 EST)

Melissa Bachhuber, Assistant Secretary

Date: Jan 6, 2022

Approved as to Form and Legality

*David C. Schwartz*

David C. Schwartz (Mar 7, 2022 14:33 EST)

City Attorney

**FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH**

THIS FOURTH AMENDMENT is made and entered into this 21<sup>st</sup> day of SEPTEMBER, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and GFL SOLID WASTE SOUTHEAST, LLC, a Delaware corporation registered to do business in Florida, as successor by merger to WCA OF FLORIDA, LLC (“CONTRACTOR”).

WHEREAS, CONTRACTOR is the CITY’s residential solid waste hauler pursuant to the Amended and Restated Agreement for Collection of Solid Waste, Recyclable Materials and Yard Trash dated January 28, 2014, First Amendment dated October 1, 2021, Second Amendment dated March 7, 2022, and Third Amendment dated June 2, 2022.

WHEREAS, the CITY and CONTRACTOR wish to extend the Agreement while the CITY and CONTRACTOR prepare for the transition to a new agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement, as amended, is hereby extended through December 31, 2022.
2. Except as modified by this Amendment, all terms and conditions of the Amended and Restated Agreement, as amended, shall remain in full force and effect.
3. This Fourth Amendment, together with the original Amended and Restated Agreement and First Amendment, Second Amendment and Third Amendment, constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first written above.

**GFL SOLID WASTE SOUTHEAST LLC**

Signature: *Melissa Bachhuber*  
Melissa Bachhuber (Sep 6, 2022 15:23 EDT)  
Melissa Bachhuber, Assistant Secretary

Date: Sep 6, 2022

**CITY OF GAINESVILLE**

*Cynthia W. Curry*  
Cynthia W. Curry (Sep 21, 2022 09:37 EDT)  
Cynthia W. Curry, Interim City Manager

Date: Sep 21, 2022

Approved as to Form and Legality

*David C. Schwartz*  
David C. Schwartz (Sep 20, 2022 13:34 EDT)  
Assistant City Attorney

**THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH**

THIS THIRD AMENDMENT is made and entered into this 2nd day of June, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), GFL SOLID WASTE SOUTHEAST LLC, a Delaware corporation registered to do business in Florida, as successor by merger to WCA OF FLORIDA, LLC (“CONTRACTOR”).

WHEREAS, CONTRACTOR is the CITY’s residential solid waste hauler pursuant to the Amended and Restated Agreement for Collection of Solid Waste, Recyclable Materials and Yard Trash dated January 28, 2014, First Amendment dated October 1, 2021, and Second Amendment dated March 7, 2022; and

WHEREAS, the CITY and CONTRACTOR wish to extend the Agreement while the CITY concludes its pending solicitation for these services.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement, as amended, is hereby extended until September 30, 2022, or the CITY concludes its pending solicitation and enters a new agreement, whichever occurs earlier. All acts of the parties concerning the subject matter of the Agreement between the period of April 1, 2022 through the date of execution of this Third Amendment shall be governed by the terms of the Agreement, as amended, as though the Agreement had been in effect throughout such period.

2. Except as modified by this Amendment, all terms and conditions of the Amended and Restated Agreement, as amended, shall remain in full force and effect.

3. This Third Amendment, together with the original Amended and Restated Agreement and First Amendment and Second Amendment, constitutes the entire contract between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first written above.

**GFL SOLID WASTE SOUTHEAST LLC**

Signature: *Melissa Bachhuber*

Print Name: Melissa Bachhuber

Title: Assistant Secretary

Date: May 13, 2022

**CITY OF GAINESVILLE**

*Cynthia W. Curry*  
Cynthia Curry (Jun 2, 2022 14:50 EDT)  
Cynthia W. Curry, Interim City Manager

Date: Jun 2, 2022

Approved as to Form and Legality

*David C. Schwartz*  
David C. Schwartz (Jun 1, 2022 11:58 EDT)

City Attorney

**FIFTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH**

THIS FIFTH AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), GFL SOLID WASTE SOUTHEAST, LLC, a Delaware corporation registered to do business in Florida, as successor by merger to WCA OF FLORIDA, LLC (“CONTRACTOR”).

WHEREAS, CONTRACTOR is the CITY’s residential solid waste hauler pursuant to the Amended and Restated Agreement for Collection of Solid Waste, Recyclable Materials and Yard Trash dated January 28, 2014, First Amendment dated October 1, 2021, Second Amendment dated March 7, 2022, Third Amendment dated June 2, 2022, and Fourth Amendment dated September 21, 2022.

WHEREAS, the CITY, CONTRACTOR, and GFL wish to extend the Agreement while the CITY and CONTRACTOR prepare for the transition to a new agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement, as amended, is hereby extended until December 31, 2023.

2. Effective January 1, 2023, the monthly inclusive rate for the collection of Residential Trash, Recycling, Yard Waste, Bulk and White Goods shall be:

20 Gallon Cart	\$15.95
35 Gallon Cart	\$16.35
65 Gallon Cart	\$16.67
95 Gallon Cart	\$17.49

3. Effective January 1, 2023, the rate for Backdoor Collection shall be \$10.00 per unit in addition to Monthly Collection Costs; and the Cart Exchange Rate shall be \$12.00 per exchange.

4. Effective October 1, 2023, the Contractor may request an amount equal to the percentage change in the Consumer Price Index Garbage and Trash Collection as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period beginning on April 1 and ending on March 31, but not to exceed four percent (4%) for any single rate adjustment.

5. Except as modified by this Amendment, all terms and conditions of the Amended and Restated Agreement, as amended, shall remain in full force and effect.

6. This Fifth Amendment, together with the original Amended and Restated Agreement and First through Fourth Amendments, constitutes the entire contract between the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first written above.

**GFL SOLID WASTE SOUTHEAST LLC**

  
Melissa Bachhuber (Dec 21, 2022 14:56 EST)  
Melissa Bachhuber, Assistant Secretary

Date: Dec 21, 2022

**CITY OF GAINESVILLE**

  
Cynthia Curry (Jan 30, 2023 08:59 EST)  
Cynthia W. Curry, Interim City Manager

Date: Jan 30, 2023

Approved as to Form and Legality

David C. Schwartz  
David C. Schwartz (Jan 25, 2023 13:25 EST)  
Assistant City Attorney