

Grants & Contracts - Transmittal Memo

DATE: April 16, 2020

FROM: Procurement, Contracts

TO: Gerald Bailey

CONTRACT #: 11516

VENDOR: Gaston Tree Debris Recycling LLC

DESCRIPTION: #11516 Gaston Tree Debris Recycling LLC Annual Wood Waste Processing Agreement Bid 20-138

APPROVED BY: County Manager

APPROVAL DATE: April 15, 2020

RECEIVED ON: April 15, 2020

TERM START: April 15, 2020

TERM END: September 30, 2021

AMOUNT: NTE \$35,000.00 Per FY

RFP/BID #: 20-138

GMW: Yes

**POR #
(ENCUMBERANCE):** N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**#11516 CONTRACTUAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY
AND GASTON TREE DEBRIS RECYCLING, LLC**

This Agreement is entered into this _____ day of _____, 20__ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Gaston Tree Debris Recycling, LLC, a Florida limited liability company with a principal address at 4190 NW 93rd Avenue Gainesville, FL 32653-7823, hereinafter referred to as "Contractor". Collectively hereinafter County and Contractor are referred to as "Parties"

WITNESSETH

WHEREAS, the County issued Bid No. 20-138 seeking Contractors to furnish Annual Wood Waste Processing, in Alachua County, Florida; and,

WHEREAS, after evaluating and considering all timely responses to Bid No. 20-138, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid No. 20-138 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

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.** This Agreement is effective upon execution by both Parties and continuing through September 30, 2021 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.

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 Contractor.** The Contractor 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 Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the services described.
- 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
- 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

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

- 4.1. The Contractor shall be paid a sum not to exceed \$35,000.00 per fiscal year (October 1st through September 30th), allocated in the following manner:

- 4.2. Payment shall be based upon the number of tons of vegetative wood waste processed by the Contractor plus the agreed upon staging fee. The amount of material for which payment is made will be agreed upon between the Contractor and the County through a field survey and measurement of the processed material or through scale-house tickets. Such agreement shall be reached prior to Invoicing.

- 4.3. The Parties shall determine the tons of processed vegetative waste through a field survey as follows:

- 4.3.1. After processing is completed, the County shall fill a container of known volume and weight and shall weigh container and its contents at the LBEP scale-house.

- 4.3.2. A density of the processed vegetative material will be calculated from the data obtained in 4.3.1.

- 4.3.3. The height and base diameter of the processed vegetative waste pile(s) shall be measured to determine the volume of processed vegetative matter, using the formula for the volume of a cone. $V = \pi r^2 h / 3$

- 4.3.4. The density calculated in step 4.3.2 will be multiplied by the volume obtained in 4.3.3 to calculate tons processed.

- 4.3.5. Tons processed shall be paid per ton as detailed below:

ITEM BID	Price Per Ton
Normal Grinding Services	\$ 35.00
Additional Emergency Services	\$ 35.00
Transporting vegetative wood waste from County's Transfer Station to Contractor's facility	\$ 35.00
Delivery of vegetative wood waste by the County to the Contractor's facility	\$ 25.00
Deliver mulch from Contractor's facility to the County's Transfer Station	\$ 10.00
Staging fee (per staging event)	\$1500.00

4.4. Payment for additional emergency services will be utilized in the event of a natural disaster or emergency. The County reserves the right to secure additional vendors for this service if in its sole judgment; the Contractor does not possess sufficient resources to accomplish the required emergency work.

4.5. As a condition precedent for any payment, the Contractor will invoice the County within 10 days following the completion of work performed and agreed measurement of completed mulch pile completed by the Parties. Contractor shall submit invoices to the County at the following address:

Department Director
Alachua County Solid Waste & Resource Recovery Department
5620 NW 120th LN
Gainesville, FL 32653

4.6. 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:

Gaston Tree Debris Recycling, LLC
4190 NW 93rd Ave
Gainesville, FL, 32653-7823

ALACHUA COUNTY MINIMUM WAGE

The Work performed through this Agreement is considered covered services under Chapter

22, Article III, 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 Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").

The County may amend the applicable Minimum Wage on or before October 1st of each year.

The Contractor/Professional shall provide certification, the form of which is attached hereto as **Attachment 7**, 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.

The Contractor/Professional 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 Contractor/Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

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.

The Contractor/Professional 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 contractor/professional and subcontractor.

5. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit "2"**
6. **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. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Department Director
Alachua County Solid Waste & Resource Recovery Department
5620 NW 120th LN
Gainesville, FL 32653

Contractor:

Gaston Tree Debris Recycling, LLC
4190 NW 93rd Ave
Gainesville, FL, 32653-7823

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

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

7. Default and Termination.

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. 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 Alachua County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. The County may also terminate the Agreement without cause by providing written notice

to the Contractor (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, Contractor will immediately discontinue all Work affected (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 Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor 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 Work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor 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 Work not performed.

8. PROJECT RECORDS

8.1. General Provisions:

8.1.1. 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.

8.1.2 In accordance with §119.0701, Florida Statutes, the Contractor/Professional, *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 Contractor/Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 8.1.3 Contractor/Professional 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 Contractor/Professional does not transfer the records to the County.

8.2 Confidential Information

8.2.1 During the term of this Agreement, the Contractor/Professional may claim that some or all of Contractor/Professional's 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 Contractor/Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor/Professional 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 Contractor/Professional as "Confidential Information" or "CI."

8.2.2 The County shall promptly notify the Contractor/Professional in writing of any request received by the County for disclosure of Contractor/Professional's Confidential Information and the Contractor/Professional may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor/Professional 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. Contractor/Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor/Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor/Professional 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. Contractor/Professional releases County from claims or damages related to disclosure by County.

8.3 Project Completion: Upon completion of the Work, or in the event this Agreement is terminated, the Contractor/Professional, *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 Contractor/Professional or keep and maintain public records required by the County to perform the service. If the Contractor/Professional 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 Contractor/Professional keeps and maintains 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.

8.4 Compliance: The Contractor/Professional may be subject to penalties under §119.10, Florida Statutes, if the Contractor/Professional fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us PHONE (352) 384-3132 Address 12 SE 1st Street, Gainesville, FL 32601

9. **Insurance.** The Contractor 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"**

10. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

11. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. 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 outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. **INDEMNIFICATION**

12.1. To the maximum extent permitted by Florida law, the Contractor/Professional 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, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor/Professional or anyone employed or utilized by the Contractor/Professional in the performance of this Agreement. Contractor/Professional agrees that indemnification of the County shall extend to any and all Work performed by the Contractor/Professional, its subcontractors, employees, agents, servants or assigns.

12.2. The Contractor/Professional 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.

12.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor/Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

12.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor/Professional, 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 Contractor/Professional or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts

12.5. 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.

13. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

14. **Successors and Assigns.** The County and Contractor 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.

15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

16. **Collusion.** By signing this Agreement, the Contractor declares 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.

17. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

19. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

20. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

21. **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.

22. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

23. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.

24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

25. **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 both Parties have substantially contributed to the preparation of this Agreement.

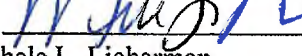
26. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

27. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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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: 
Michele L. Lieberman
County Manager
Date: 4/15/20


APPROVED AS TO FORM


Alachua County Attorney's Office

WITNESS (By Corporate Officer)

By: 
Print: Camilo Fita
Title: VP of Operations

PROFESSIONAL

By: 
Print: Bill Gaston
Title: Owner/CEO
Date: 4/3/2020

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 1: Scope of Services

The Contractor shall vegetative wood waste processing for Alachua County Department of Solid Waste

1. DETAILED DESCRIPTION OF WORK

- 1.1. Vegetative Wood Waste includes but is not limited to, yard waste, brush and limb debris, tree trimmings, palm fronds, logs, stumps, and pallets. Vegetative wood waste will not include wood such as pressure treated lumber, or construction debris.
- 1.2. Unprocessable Materials: Yard waste and other vegetative wood waste delivered to the Leveda Brown Environmental Park and Transfer Station may sometimes contain minor amounts of debris other than vegetative waste such as rock, metal, dirt and other items that may be damaging or harmful to wood grinding equipment. Although the County will inspect incoming loads and will provide general separation and stockpiling of the vegetative waste, the Contractor is responsible for the separation of potentially damaging materials and is responsible for any and all damage to the Contractor's equipment resulting from the introduction of any materials into the Contractor's equipment.
- 1.3. Material Quantities: The Contractor shall process an estimated 750 tons of vegetative wood waste delivered annually to the Leveda Brown Environmental Park & Transfer Station (LBEP), or any other storage facility for vegetative wood waste. This estimate is based upon FY 2014 -2018 data.

Fiscal Year	Actual Tons LBEP
2014	268
2015	853
2016	1012
2017	889
2018	762

- 1.4. The Contractor understands and agrees that quantities may vary. The tonnage figure is an estimate only, and no guarantee is stated or implied. The incoming vegetative wood waste has an average density of approximately 300 pounds per cubic yard. Typically, the Contractor will be required to set-up two times annually at each location.
- 1.5. Upon request the Contractor shall haul the yard waste from Leveda Brown Environmental Park (LBEP) to its facility, or to have the County directly deliver the yard waste to the Contractor's facility, for processing and return processed material to the LBEP upon request.

- 1.6. The Contractor will produce a 3" minus finely ground mulch from vegetative wood waste materials designated for processing by the County. For the purposes of this bid, 3" minus means that the finished mulch will not exceed 3" in length. The County will periodically inspect the finished mulch to verify the size. The County reserves the right to halt production if the size of the processed material does not meet specifications.
- 1.7. The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance, and any other required logistic support to accomplish the processing of vegetative wood waste at least twice annually for the life of the contract. This includes:
 - 1.7.1. Grinding, mulching, or screening equipment with an average processing rate of 40 tons per hour.
 - 1.7.2. Equipment capable of removing ferrous materials (nails and staples) from mulch material.
 - 1.7.3. Site equipment sufficient to maintain, sort, move, and stockpile wood waste, mulch, and unprocessable materials in processing area. Also to return site to its original condition and grade.
 - 1.7.4. Support equipment such as spare parts, tools, chain saws, etc., to ensure all materials are processed in a timely manner.
- 1.8. The Contractor is responsible for all repair and maintenance of Contractor's equipment.
- 1.9. The Contractor will operate loading and materials handling equipment in such a manner as to minimize the amount of sand or dirt in the finished product and avoid introducing such materials into the wood waste and mulch.
- 1.10. Unprocessable materials such as rock, metals, brick, or other non-woody materials will be stockpiled by the Contractor in manageable piles in an area adjacent to the processing area designated by the County.
- 1.11. All finished mulch will be placed in a stockpile by the Contractor in an area adjacent to the processing area designated by the County. The Contractor shall create a vegetative mulch pile and a mulch pile for the pallets. The mulch is made available to Alachua County residents and municipalities. Separation of the two types provides a choice to users of light or dark material.
- 1.12. All work will be performed during regular operating hours which are 7:00 am to 5:00 pm, Monday through Friday and 7:00 am to 12:00 noon on Saturday for the LBEP or regular operating hours of any facility deemed as a storage site for vegetative waste wood. Work may not be performed on days when County Facilities are closed for a holiday. Work may be performed outside normal hours with the written consent of the Solid Waste Director.

1.13. Holidays

1.13.1. The Environmental Park shall be closed in observance of the following holidays:

- 1.13.1.1. New Year's Day January 1
- 1.13.1.2. Martin Luther King's Birthday, *Observed in conjunction with Alachua County School Board Holiday*
- 1.13.1.3. Memorial Day Last Monday in May
- 1.13.1.4. Independence Day July 4th
- 1.13.1.5. Veterans Day November 11
- 1.13.1.6. Thanksgiving Day 4th Thursday in November
- 1.13.1.7. Christmas Day December 25th

1.14. The Contractor shall designate in writing his/her on-site supervisor who is thoroughly knowledgeable in all aspects of the operation, maintenance, and coordination of the wood waste mulching program at all times. The Supervisor shall be authorized to act as the Contractor's agent.

1.15. The Contractor will comply with all applicable local, state and federal health, safety, and environmental regulations.

2. WORK SCHEDULE

2.1. The Contractor will perform the services described above within 30 days of written or telephone notice by the County. The County shall accumulate a minimum of approximately 400 tons at the LBEP in the unprocessed stockpile before requiring the Contractor to appear on-site, ready to work. The accumulated amount will be an estimate and may not be exact, based on weights recorded across the scales at the LBEP. The contractor will, at County's request, grind at any other site deemed as a storage site for vegetative wood waste. The County and the Contractor will agree upon the estimate of the amount in the stockpile before work begins.

2.2. Once engaged in the work, the Contractor will remain on-site until the accumulated stockpile has been processed and the Site has been restored to original condition. A second stockpile will be accumulate during the time processing is going on. This stockpile will also be processed before the Contractor disengages. The amount of the second stockpile will also be agreed upon by the County and the Contractor.

2.3. The Contractor will initiate services pursuant to the contract within 30 days of the execution of same. The notification to begin will be the receipt of the executed contract by the Contractor.

2.4. In the event of a natural disaster or major storm, the Contractor will provide additional processing services for vegetative wood waste processing within 7 days of written notification. Should the Contractor fail to meet the 7 days, an extension may be granted by the Solid Waste Director for an addition 7 to 15 days. Emergency grinds are the accelerated accumulation of materials due to "Acts of God". The Contractor will be

compensated at the rate for "Additional Emergency Services" as described in paragraph 4.3.5 of the Agreement

- 2.5. The County reserves the right to contract with other vendors to supply these type of services in the event of a natural disaster or when the Contractor fails to perform the services within the time frames established.
- 2.6. The Contractor shall be responsible and answerable for damages for any and all loss, damage, or injury, together with costs and expenses incidental thereto, including attorney's fees, arising out of or due to the negligence of the Contractor, his agents or employees, in the operation of the vegetative wood waste processing project.

Exhibit 2: Duties of the County

1. The County will provide sanitary facilities for the Contractor's employees at the LBEP Operators crew building and the LBEP administrative building.
2. The County will use reasonable efforts to inspect all incoming loads of vegetative wood waste in an attempt to ensure that the material is substantially free from contamination (See "Unprocessable Materials" above).
3. The County will stockpile the material and make a good faith effort to remove contaminants which may consist of paper, plastic, plastic bags, and other non-woody waste. However, the County makes no representations or warranties as to whether the material will be substantially free from Unprocessable Materials. The County's separation efforts are intended to ensure maximum product quality and in no way relieves the Contractor of responsibility for the separation of unprocessable materials.
4. The County will provide a processing area of adequate size and accessibility to accomplish the Contractor's work at the Leveda Brown Environmental Park & Transfer Station (LBEP) located at 5115 NE 63rd Ave, or any other storage facility for vegetative wood waste. The processing area will be of adequate size to accommodate the grinding and support equipment as well as the stockpiled wood waste.
5. The County has the right to inspect the Contractor's equipment at any time during normal working hours.
6. The County shall remit payment to the Contractor, after processed material has been inspected and approved by the Solid Waste Director, or their designee, and after receipt of an invoice from the Contractor. The Contractor will be paid for the actual quantity of work performed as outlined in paragraph 4 of the Agreement.
7. The County reserves the right to engage alternate vendors for similar work on an as needed emergency basis. Designation of an emergency situation shall be determined by County Staff.

Exhibit 3: Insurance Requirements

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

The Contractor 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

Exhibit 4: 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 III of the Alachua County Code of Ordinance ("Wage Ordinance").

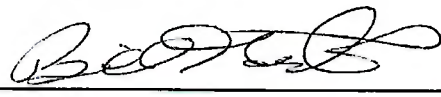
Gaston Tree Debris Recycling, LLC
4190 NW 93rd Ave
Gainesville, FL 32653-7823
352-258-8417

Project Description:

WITNESS (By Corporate Officer)

By: 
Print: Camilo Fita
Title: VP of Operations

CONTRACTOR

By: 
Print: Bill Gaston
Title: Owner/CEO
Date: 4/3/2020

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION