

**AGREEMENT BETWEEN ALACHUA COUNTY AND
CLEAN HARBORS ENVIRONMENTAL SERVICES INC.
FOR ANNUAL TRANSPORTING AND DISPOSAL OF HAZARDOUS WASTE, NO. 14337**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a Foreign For-Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued an Invitation to Bid (ITB) 25-193 seeking qualified firms or individuals to provide Annual Transporting and Disposal of Hazardous Waste; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform labor, materials, supplies and equipment for Annual Transporting and Disposal of Hazardous Waste, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective upon execution by both Parties (“effective date”) and continues until September 30 2025, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew this Agreement provided the Contractor provides the County with written notice ninety (90) days prior to the end of the County fiscal year (September 30th) for each term renewal.
4. **Closeout.** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the

Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$300,000.00 **annually** (“NTE amount”). For the purposes of this Agreement Annually shall mean the county’s fiscal year, October 1 to September 30. Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor’s invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Solid Waste & Resource Recovery
5620 NW 120 Lane
Gainesville, FL 32653

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.
42 LONGWATER DRIVE
NORWELL, MA 02061

- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
 - E. 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. Continuation of this Agreement beyond the term or the end of any County 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 Agreement.
 - F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.
10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.
11. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.
12. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a

certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. Default and Termination.

- A. Termination for Default: The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 7 days of the date of receipt of the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. Termination for Convenience: County may terminate the Agreement without cause by providing written at least 30 days prior written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination. In the event of termination, Contractor’s recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County’s best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
42 LONGWATER DRIVE
NORWELL, MA 02061

To County:

Solid Waste & Resource Recovery
5620 NW 120 Lane
Gainesville, FL 32653
gus@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.

2. 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 at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. 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 the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor'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 in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor 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 Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating

to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

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

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, 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.

P. 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 email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties.

Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

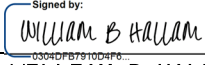
ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By:  _____
Print: WILLIAM B HALLAM
Title: SVP Gulf Region
Date: 9/18/2024

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

Exhibit 1: Scope of Services/Work

1. Background

- 1.1. The County currently operates a permanent Hazardous Waste (HW) Collection Center at 5125 NE 63 Avenue, Gainesville, where Alachua County residents can properly dispose of their Household Hazardous Waste six days a week. Additionally, Conditionally Exempt Small Quantity Generator (CESQG) waste is currently accepted as well. In addition to the permanent facility, the County also operates five Rural Collection Centers throughout the County and holds multiple mobile HHW collection events within Alachua County each year.
- 1.2. Materials collected at the satellite facilities will be transported to the HW Collection Center and incorporated into the existing inventory. Wastes collected at these facilities will be identified, bulked, lab packed, neutralized, recycled, labeled, packaged for shipment or otherwise managed by the County. Drums and containers will meet or exceed all state and federal regulations. Materials may be Hazardous Wastes, Universal Wastes or Non-Hazardous Wastes. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County.

2. Regulatory Status of Wastes

- 2.1. Household hazardous wastes, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, Section 261.4(b)(1). However as outlined by the USEPA, the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To insure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.
- 2.2. It is therefore required by the County that all HHW which is collected by the CONTRACTOR and cannot be reused or recycled be properly identified, labeled and manifested for treatment or disposal as a Subtitle C hazardous waste.

3. General Requirements

- 3.1. The CONTRACTOR shall at all times guard against damage or loss to the property of the County or of other contractors and shall be held responsible for replacing or repairing any such loss or damage.
- 3.2. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

- 3.3. The CONTRACTOR shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements such as flooding, rainstorms, wind damage, or vandalism.
- 3.4. Within five (5) days after execution of this Agreement, CONTRACTOR shall meet with the County representative(s) to discuss job procedures and scheduling.
- 3.5. All CONTRACTOR personnel involved in the collection, handling, transportation, treatment and/or disposal of household hazardous materials shall have all training required by Federal, State and Local rules and regulations. Proof of training shall be provided to the County by the Contractor prior to conduct of Services.
- 3.6. The CONTRACTOR shall comply with all applicable requirements of 40 CFR and 49 CFR (Code of Federal Regulations) regarding the lawful transportation and management of hazardous wastes.
- 3.7. The CONTRACTOR shall notify the County within (48) forty-eight hours of notice of any Legal or Regulatory Actions, or any Notices of Violation taken against the CONTRACTOR utilized within the scope of this Contract.
- 3.8. Additional or alternate Disposal Sites and/or subcontractors may not be utilized by the CONTRACTOR for services within the scope of this Contract without written authorization from the County.
- 3.9. The County shall allow the use of subcontractors in the performance of Services. If subcontractors are allowed by the County, then the CONTRACTOR must meet all of the minimal requirements specified within this Agreement for work performed by the CONTRACTOR and the subcontractor must meet all of the minimal requirements for activities which will pertain to functions performed by the subcontractor. The CONTRACTOR shall be solely responsible for the activities performed by the subcontractor and the CONTRACTOR shall indemnify and hold The County harmless for any work or services performed by the subcontractor.
- 3.10. The CONTRACTOR shall provide the following documents during the course of contract performance:
 - 3.10.1. Copies of Manifests, Original Manifests, Certifications, Land Disposal Restriction forms and other federally required documents for the management of hazardous waste within Federal or state mandated time frames.
 - 3.10.2. A Certificate of Tracking (COT), at least semi-annually, providing the status of all County waste handled by the CONTRACTOR. The COT should clearly indicate the current status and management trail from pickup through all intermediate, final and ultimate disposal facilities. Include the pickup manifest number, pickup date,

container numbers, TSDf site name and location, TSDf EPA identification number and facility type.

3.10.3. A Certificate of Destruction, Recycling, Disposal or Treatment, within 120 days of CONTRACTOR possession, as applicable, and for all waste, issued by the final management facility within one year of pickup.

3.10.4. Detailed invoices for all work performed under this Agreement. At a minimum the invoice shall include the manifest number, contract number, container gross weight, net weight, contract item number, contract price, supplies, labor, disposal and all other expenses to be paid under this Agreement.

3.10.5. Blank manifests, profile sheets, and other paperwork required for waste approval, shipment or disposal acceptance. County forms may be substituted upon mutual agreement

4. Other Requirements

4.1. The CONTRACTOR shall perform on site quality control measures at their own discretion at no cost to the County. Wastes found to be off-spec or not meeting profile parameters will be identified and left on site.

4.2. Wastes which are identified as off-spec at the CONTRACTORS facility may be re-profiled or returned to the County. Charges for returned wastes will be in accordance with pricing schedules Surcharges are not allowed. Wastes will be re-profiled or returned.

5. Specifications

5.1. The CONTRACTOR shall provide pickup, transportation, disposal and other services for HHW and/or CESQG waste as detailed in each Lot, Pickup of hazardous waste is expected within two weeks of request for services.

5.2. Lot A & B - Bulk and Loose Pack

5.2.1. The County will perform the packaging, labeling and marking of these containers in accordance with Department of Transportation requirements, and have them ready for transport. Shipping papers and other required forms will be completed by the CONTRACTOR if requested.

5.2.2. The County will only package waste conforming to pre-approved profiles in accordance with protocols supplied by the CONTRACTOR. The County will characterize waste streams and submit profile information as necessary. The County

will mark each container with a profile number, a container tracking number and a gross weight.

5.3. Lot C - Lab Pack

- 5.3.1. The County will perform the packaging, labeling and marking of these containers in accordance with the Department of Transportation requirements, ready for transport. Shipping papers and other required forms will be completed by the CONTRACTOR if requested.
- 5.3.2. The County will only lab pack wastes in accordance to the guidelines supplied by the CONTRACTOR. Container content sheets will be completed by the County for all lab packs. The County will submit these to the CONTRACTOR for review and will make any packaging changes per the CONTRACTOR'S instructions prior to pick up. The County will mark each container with a profile number, a County container tracking number and a gross weight.
- 5.3.3. The County and/or CONTRACTOR shall use only vermiculite or organic absorbents. Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.
- 5.3.4. The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.
- 5.3.5. The CONTRACTOR shall supply technical support, written protocols, appropriate training and guidance to allow the County staff to lab pack waste to meet CONTRACTOR standards for acceptance at disposal facilities. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.
- 5.3.6. The CONTRACTOR for Lot C Lab Pack waste removal shall provide, at no additional cost, the personnel, equipment, supplies and material necessary to conduct at least one (1) lab packing training class for County personnel at the start of each contract year. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific CONTRACTOR requirements for lab packing materials to meet CONTRACTOR'S criteria. The Instructor, provided by the CONTRACTOR will be a qualified chemist or equivalent with 40 hours OSHA Hazwoper training and provide all necessary personal protective equipment.

5.4. Net Weight Pricing

5.4.1. All pricing for waste disposal shall be on a Net Pound or Net Weight basis, except where otherwise noted in which case the pricing shall be on a per drum or per cubic yard box basis. The purpose of net weight pricing is to eliminate the dependence on the container size and container cost as a unit price.

5.4.2. The County purchases its own drums and packaging supplies and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes or cubic yard boxes, may be used if desired. Additional information regarding pricing of the bid is included on ITB Pricing Form.

5.5. Weighing Materials

5.5.1. All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs, except any line items based on a per drum or per cubic yard box price. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.

5.5.2. The net weight shall include the weight of the absorbent materials. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other organic materials such as clay absorbents are not allowed. For purposes of determining the net weight, the following standard container tare weights will be used:

55 gallon steel drum	42	pounds
55 poly drum	30	pounds
30 gallon drum	30	pounds
20 gallon fiber drum	10	pounds
5 gallon pail	5	pounds

5.5.3. The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed. If scales are not available on site the CONTRACTOR shall weigh containers at their site and indicate gross weights on the invoice. Discrepancies in gross weights measured at the County's and the CONTRACTOR'S site will be resolved by mutual agreement.

5.6. Disposal Code

(RC)= Recycle

(FB)=Fuel Blending

(IN)=Incinerate

(TR)= Treatment

6. Price Adjustment. The County may consider price adjustments, after the initial contract term, to accommodate changes in market conditions, inflation rates, and other economic factors over the duration of the contract. The annual price escalation percentage will be determined based on reliable economic indicators and industry trends and not exceed 3% for a one-year term or 5% for a two-year term. Such requests shall be addressed to Procurement no less than 90 days prior to renewal term.

Exhibit 2: Rate Schedule

LOT A - BULK PACKS

BID PRICE (NET per Pound) *EXCEPT WHERE NOTED Disposal Code (RC)= Recycle (FB)=Fuel Blending (IN)=Incinerate (TR)= Treatment

Line Item	Award Type	Waste Stream	Quantity	Unit of Measure	Unit Cost	Disposal Code (RC) (FB) (IN) (TR)
1	Primary	Alkyd Paint	70000	lbs	\$0.34	RC
2	Primary	Corrosive Liquids, Acids / Inorganic, Non oxidizing	4000	lbs	\$0.33	TR
3	Primary	Corrosive Liquids, Alkaline / Caustics, soaps, surfactants	3000	lbs	\$0.33	TR
4	Primary	Flammable, combustible liquids halogenated / Solvents, pump oil w/CFC's	200	lbs	\$0.51	FB/IN
5	Primary	Flammable, combustible liquids, Gas, diesel, solvents, Non-halogenated / Mineral spirits	12000	lbs	\$0.25	FB
6	Primary	Formalin Solution	500	lbs	\$0.48	IN
7	Primary	Pesticides, Aqueous / RCRA listed & unlisted	50	lbs	\$0.90	IN
8	Primary	Pesticides, Aqueous w/heavy metals / RCRA listed & unlisted	50	lbs	\$0.90	IN
9	Primary	Pesticides, flammable / RCRA listed & unlisted	100	lbs	\$0.90	IN
10	Primary	Pesticides, solids / RCRA listed & unlisted	50	lbs	\$0.76	IN
11	Primary	Pesticides, solids w/heavy metals / RCRA listed & unlisted	25	lbs	\$0.76	IN

Line Item	Award Type	Waste Stream	Quantity	Unit of Measure	Unit Cost	Disposal Code (RC) (FB) (IN) (TR)
12	Primary	Photographic solutions / With silver, high pH	4500	lbs	\$0.41	TR
13	Primary	Sludges, hazardous / RCRA hazardous, high solids, Low BTU	600	lbs	\$0.41	TR
14	Primary	Sludges, non-hazardous / Non-RCRA hazardous, high solids, low BTU	1500	lbs	\$0.28	TR
15	Primary	Solids, hazardous / RCRA hazardous, low BTU *PER 55 GALLON DRUM	4000	lbs	\$0.34	TR
16	Primary	Solids, hazardous / *PER CUBIC YARD BOX	7000	lbs	\$0.44	TR
17	Primary	Solids, non-hazardous / RCRA non-hazardous, low BTU *PER 55 GALLON DRUM	38000	lbs	\$0.23	TR
18	Primary	Solids, non-hazardous / *PER CUBIC YARD BOX	5000	lbs	\$0.44	TR
19	Primary	Wastewaters, hazardous / Aqueous solutions, RCRA Hazardous	200	lbs	\$0.50	IN
20	Primary	Wastewaters, non-hazardous / Aqueous solutions, non-RCRA	40000	lbs	\$0.28	TR
21	Primary	Latex paint	120000	lbs	\$0.28	TR
22	Primary	Liquids, RCRA non-hazardous	6000	lbs	\$0.28	TR
23	Primary	Liquids, waste glycerin, flammable / biodiesel by-product	4000	lbs	\$0.25	FB
24	Primary	Liquids, flammable, nos / methylene chloride, paint stripper waste	2000	lbs	\$0.52	FB/IN
25	Primary	Liquids, medicine, toxic, nos / over-the-counter and prescription medicines	4000	lbs	\$0.97	IN
26	Primary	Waste Gasoline	6000	lbs	\$0.25	FB
27	Primary	Antifreeze	3000	lbs	\$0.30	RC
28	Primary	Rags/Pads, non-hazardous / *PER 55 GALLON DRUM	60	55 gal drum	\$104.00	TR
29	Primary	Used Waste Oil	20000	lbs	\$0.24	RC

LOT B – LOOSE PACKS

(NET per Pound) *EXCEPT WHERE NOTED Disposal Code (RC)= Recycle (FB)=Fuel Blending (IN)=Incinerate (TR)= Treatment

Line Item	Award Type	Waste Stream	Quantity	Unit of Measure	Unit Cost	Disposal Code (RC) (FB) (IN) (TR)
30	Primary	Aerosol cans / Paints, solvents pesticides, alkalines	2000	lbs	\$1.05	IN
31	Primary	Alkyd paint <= 1 quart / In cans	6000	lbs	\$0.45	FB/IN
32	Primary	Batteries, Lithium	2000	lbs	\$3.88	RC
33	Primary	Batteries, alkaline	12000	lbs	\$0.52	RC
34	Primary	Batteries, Ni Cad, dry cell	4000	lbs	\$0.37	RC
35	Primary	Batteries, Ni Cad, wet cell	2000	lbs	\$0.37	RC
36	Primary	PCB ballasts	500	lbs	\$0.76	IN
37	Primary	Products in containers liquids, flammable / Paint strippers, Adhesives, wax, alkyd paint	5000	lbs	\$0.88	RC
38	Primary	Products in containers solids, flammable / Grease, adhesives, Wax, resins, roof tar	15000	lbs	\$0.90	IN
39	Primary	Products in containers, non-hazardous / Latex paint	20000	lbs	\$0.54	TR
40	Primary	Non PCB ballast	4000	lbs	\$0.66	IN
41	Primary	Used Oil Filters / *PER 55 GALLON DRUM	80	55 gallon drum	\$103.50	RC

LOT B – LOOSE PACKS

LOT C – LAB PACKS

Estimated Annual Net Weight (lbs) Disposal Code (RC)= Recycle (FB)=Fuel Blending (IN)=Incinerate (TR)= Treatment

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Disposal Code (RC) (FB) (IN) (TR)
42	Primary	Corrosive liquids, Acid / Hydrochloric, Sulfuric, Ferric Chloride	2500	lbs	\$0.99	IN
43	Primary	Corrosive liquids, Alkaline / Sodium Hydroxide, Ammonium hydroxide	1500	lbs	\$0.99	IN
44	Primary	Corrosive liquids, Oxidizing / Inorganic acids, nitric Acid, Fuming Sulfuric acid	100	lbs	\$0.99	IN
45	Primary	Corrosive liquids, Acid or alkaline, toxic / Chromic acid, Barium Chloride, oxalic acid	200	lbs	\$0.99	IN
46	Primary	Corrosive solids, Acid or alkaline / Sulfuric acid, Sodium Hydroxide, Ammonium Hydroxide	750	lbs	\$0.99	IN
47	Primary	Cyanides, liquid or solid / Salts, Potassium Cyanide, Sodium Cyanide	50	lbs	\$1.67	IN

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Disposal Code (RC) (FB) (IN) (TR)
48	Primary	Flammable liquids / Petroleum distillates, PVC cement, wood filler	3000	lbs	\$0.88	RC
49	Primary	Flammable solids / Naphthalene, Paraformaldehyde, roof tar	12000	lbs	\$1.05	IN
50	Primary	Isocyanates / Di & Polyisocyanate Paints & catalyst	12000	lbs	\$1.22	IN
51	Primary	Mercury debris / Amalgamated & Elemental mercury	25	lbs	\$35.42	RC
52	Primary	Mercury salts, liquid or solid / Mercuric Chloride, Mercuric Sulfate, Organic salts	50	lbs	\$24.79	RC
53	Primary	Mercury in manufactured containers / Thermometers, Thermostats	200	lbs	\$19.68	RC
54	Primary	Mercury, elemental	100	lbs	\$10.27	TR
55	Primary	Oxidizing liquids / Sodium Hypochlorite, Calcium Hypochlorite	1000	lbs	\$0.99	IN
56	Primary	Oxidizing solids / Potassium Nitrate, Potassium Permanganate	1000	lbs	\$0.99	IN
57	Primary	Oxidizers, liquid or solid, toxic / Silver Nitrate, Potassium Dichromate	500	lbs	\$0.99	IN
58	Primary	PCB's / Liquids or articles	50	lbs	\$2.05	IN
59	Primary	Peroxides, inorganic / Hydrogen peroxide	100	lbs	\$1.67	IN

LOT C - ADDITIONAL SERVICES

LOT D - ADDITIONAL SERVICES

For labor, facilities and materials to be provided by the Bidder, but which are not included elsewhere in the bid. *The tractor-trailer will pick up supplies in Gainesville and be available for household hazardous waste collection events to be held annually in each of the following Florida counties: Gilchrist, Lafayette, Columbia, Dixie, Baker, Union, Bradford and Nassau. The County may also request the above additional services within Alachua County after a natural disaster.

Line Item	Award Type	Description	/hour/per person/Day (8 hour)/Mile/Drum/Each/Mile	Unit Cost
60	Primary	Qualified Chemist or equivalent person with 40 hr. OSHA Hazwoper training and all necessary personal protective equipment (PPE). These services may be requested for accumulated materials on site if necessary to alleviate generator's workload and also to provide services at any of the below listed Neighboring Counties that the County performs annual HHW Collection Events as part of a grant with FDEP .	hour/per person	\$65.00
61	Primary	Labor for On-site Packaging Services (Bulk, Loose Pack or Lab Pack) (two person minimum)	hour/per person	\$55.00
62	Primary	Bulk or Loose Pack Packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, labels, etc.) (Close or open top drums)	ea	\$113.00
63	Primary	Lab pack packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, vermiculite absorbent, labels, etc.)	ea	\$148.00
64	Primary	Rental of 40 ft. (minimum) tractor-trailer combination, with driver, no overnight stay*	day (8 hour)	\$850.00
65	Primary	Rental of 40 ft. (minimum) tractor-trailer combination, with driver, with overnight stay*	day	\$1,200.00

Line Item	Award Type	Description	/hour/per person/Day (8 hour)/Mile/Drum/Each/Mile	Unit Cost
66	Primary	Transportation charges for tractor trailer combination	mile	\$0.50
67	Primary	Open sided tent or canopy (minimum 30 ft x 30 ft including set up and take down)	day (8 hour)	\$300.00
68	Primary	Vacuum Truck Service	trip	\$2,200.00
69	Primary	Empty Drum Disposal	drum	\$52.00
70	Primary	Lab packing supplies: 55 gallon steel open or closed top drums	each	\$113.00
71	Primary	Lab packing supplies: 30 gallon poly drums open top	each	\$100.00
72	Primary	Lab packing supplies: 5 gallon poly pails open top	each	\$24.00
73	Primary	Lab packing supplies: 15 pound bag vermiculite	each	\$70.00
74	Primary	Lab packing supplies: complete package (55 gallon drum, vermiculite and plastic liner)	each	\$72.00

FOR LOT C BIDDERS ONLY

Line Item	Award Type	Description	Unit of Measure	Unit Cost
75	Primary	Overpack charges	ea	\$500.00
76	Primary	Includes all transportation, handling and paperwork necessary.	ea	\$125.00

Exhibit 3: Insurance Requirements

**TYPE “C” -INSURANCE
REQUIREMENTS
Pollution and Hazardous Waste**

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

I. 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.

II. 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.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A. 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.
- B. 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.

IV. POLLUTION LIABILITY.

- A. Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.
- B. When this contract includes the pick-up, transportation or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter’s Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Autos and Truckers coverage Forms)

V. CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. **OTHER INSURANCE PROVISIONS** The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages

1. 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. 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's insurance and shall be non-contributory.

B. All Coverages

The Contractor 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 a claim made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VII. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14337 Agreement between Alachua County and Clean Harbors Environmental Services Inc

Contract No. 14337

ITB No. 25-193

The undersigned, who is authorized on behalf of the Contractor, 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 the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
42 LONGWATER DRIVE
NORWELL, MA 02061

CONTRACTOR

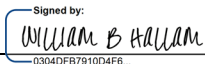
By:  _____
Signed by:
0304DFB7910D4F6...
Print: WILLIAM B HALLAM _____
Title: SVP Gulf Region _____
Date: 9/18/2024 _____

Exhibit 5: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14337 – #14337 Agreement between Alachua County and Clean Harbors

Environmental Services Inc

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date