

AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND SP RECYCLING CORPORATION FOR THE PROCESSING AND PURCHASE OF RECYCLABLE MATERIALS FROM THE CURBSIDE COLLECTION RECYCLING PROGRAM

This Agreement (the "Contract" or "Agreement") is entered effective October 1, 2009 between the City of Gainesville, Florida ("City") a municipal corporation, and SP Recycling Corporation, a Georgia corporation, hereinafter referred to as ("Contractor").

WITNESSETH

Whereas, the Contractor operates a recycling processing facility located at the Alachua County Leveda Brown Environmental Park, 5121 NE 63rd Avenue, Gainesville Florida, (the "Processing Facility").

Whereas, the City desires to employ the Contractor to process and sell recyclable materials collected from the City's "dual-stream" curbside collection program,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for seven (7) year(s) beginning October 1, 2009 and continuing through September 30, 2016 unless earlier terminated as provided herein. The City has the option of renewing this Agreement for two additional five year periods at the same terms and conditions outlined herein.

The City's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the City:

2.1. **Approved Processing, Reuse and Disposal Methods** – The City requires the recycling and reuse of the recyclable materials delivered under this agreement. It is the Contractor's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material. The methods selected by the Contractor for the processing, reuse and/or disposal shall be defined clearly and approved by the City.

2.2. **Delivery and Acceptance** – The Contractor shall accept all recyclable materials delivered to the Processing Facility by the City or its waste haulers. Recyclable material will be collected in vehicles with two compartments, at minimum, so that paper products and comingled containers are separated.

2.2.1. The Contractor shall accept the following recyclable materials:

2.2.1.1. Comingled Containers up to two gallons in size – glass and plastic bottles and jars (1-7), margarine tubs and yogurt cups; aluminum and metal cans, including empty aerosol cans.

2.2.1.2. Paper Products – all newspapers, magazines, catalogs, telephone books, junk mail, office paper, brown paper bags, pasteboard and corrugated cardboard.

2.2.2. The City reserves the option to increase/decrease quantities of recyclable materials delivered to the facility and makes no guarantees of quantities to be delivered.

2.3. Facility Hours – The Processing Facility will be available to the City staff or haulers contracted by the City Monday through Friday, 7:00 A.M. to 5:00 P.M. The facility need not be available on the following holidays: New Years Day, Dr. Martin Luther King Jr. birthday, Memorial Day, Independence Day, Thanksgiving, and Christmas Day. The Contractor will provide reasonable, safe and timely access to the Processing Facility by City or contracted haulers in clement and inclement weather.

2.3.1. The Contractor will allow City staff to inspect the Processing Facility and observe processing and disposition of materials at any time during normal work hours.

2.4. Measurement and Payment – The Contractor shall utilize the certified platform truck scale located at the County’s transfer station for all inbound deliveries by the City and its waste haulers and for all outbound deliveries of recyclable materials sold and all material to be disposed.

2.4.1. The Contractor shall charge the City a processing fee of \$45.00 per ton for all recyclable materials delivered to the Processing Facility by the City or its waste haulers.

2.4.2. The Contractor shall purchase recyclable materials delivered by the City or its waste haulers monthly for each commodity based upon the published commodity prices in industry publications such as the Official Board Markets (OBM), Waste News and London Exchange. For glass, the Contractor shall charge the City the actual cost charged to the Contractor for receipt of the material. The City will select the publication to be used for commodity pricing.

2.4.2.1. The calculation structure for payment to the City is outlined in Attachment A of this agreement. The percent revenue share to the City will be calculated according to the following sliding scale for the weighted average price per ton for commodities:

City Revenue Share equals Weighted Ave. Price

10%	less than	\$70.00
15%	equal to or greater than	\$70.00
20%	equal to or greater than	\$95.00
25%	equal to or greater than	\$125.00
30%	equal to or greater than	\$145.00
40%	equal to or greater than	\$155.00
50%	equal to or greater than	\$165.00

2.4.2.2. If commodity prices cause the amount owed to the City to fall below \$0.00 for a given month(s), the Contractor will not collect additional moneys from the City.

2.4.2.3. The maximum revenue share paid to the City will be 50% for all weighted average prices equal to or greater than \$165.00 per ton.

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 City'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 an amount equal to \$45.00 for each ton of recyclable materials delivered to the Contractor.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the City requesting payment for services properly rendered and expenses due. The invoice shall reflect a credit for payment to the City, if any, as calculated pursuant to Section 2.4.2 and its subsections. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the City may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the City that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's

invoice for final payment shall further constitute the Contractor's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the City at the following address:

City of Gainesville
ATTN: Solid Waste Manager
P.O. Box 490 Station 10
Gainesville, FL 32602-0490

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”) to:

SP Recycling Corporation
ATTN: Charles Hobson, Division Manager
5121 NE 63rd Avenue
Gainesville, FL 32609

4.4. Except as provided above, no additional payment for reimbursable expenses will be made under this agreement.

5. **Duties of the City.** The City shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1. The City and its waste haulers will deliver listed recyclable materials as defined above in compartmentalized vehicles as described in Section 2.2.

5.2. The materials delivered will contain less than 3% non-acceptable materials for recycling. For purposes of this Agreement, “non-acceptable materials” are any items not defined in Section 2.2.1.

6. **Personnel.** The Contractor will assign only qualified personnel to perform any service concerning this Agreement

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor’s and City representative are:

City: City of Gainesville
Public Works Director
P.O. Box 490 Station 58
Gainesville, FL 32602-0490

Contractor: SP Recycling Corporation
ATTN: Charles Hobson, Division Manager
5121 NE 63rd Avenue
Gainesville, FL 32609

8. Default and Termination.

- 8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default, and if the default situation is not corrected within that time the City may provide final termination notice to the Contractor.
- 8.2. The City may also terminate the Contract without cause by providing written notice to the Contractor. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the City 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 City shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against City, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 8.3. If funds to finance this Contract become unavailable, the City may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination. This Agreement may be terminated by the City if the Contractor's lease at the County Leveda Brown Environmental Park is terminated.

9. Project Records.

- 9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the City for inspection and copying, upon written request by the City, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the City, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.
- 9.2. Any document submitted to the City 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. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

- 9.3. During the term of this Agreement or license, Contractor may claim that some or all 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 Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".
- 9.4. The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of Contractor's Confidential Information and the 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 the City, 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 shall investigate, handle, respond to, and defend, using counsel chosen by the City, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.
- 10. 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 Attachment B.
- 11. Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for Contractor's performance under this Agreement.
- 12. 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.
- 13. Indemnification.**
- 13.1. The Contractor agrees to protect, defend, indemnify, and hold the City and its

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

13.2. Nothing contained herein shall constitute a waiver by the City of sovereign immunity under the provisions of §768.28, Florida Statutes, or otherwise.

14. **Assignment of Interest.** The Contractor shall not 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 City, which consent may be granted or denied in the sole discretion of the City.
15. **Successors and Assigns.** The City 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
16. **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 City. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of this Agreement.
17. **Collusion.** By signing this Agreement, the 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.

18. **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 City of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
28. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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.

CITY OF GAINESVILLE, FLORIDA

By: _____
Pegeen Hanrahan, Mayor
City Commission

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Kurt M. Lannon, Clerk

City Attorney's Office

(SEAL)

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

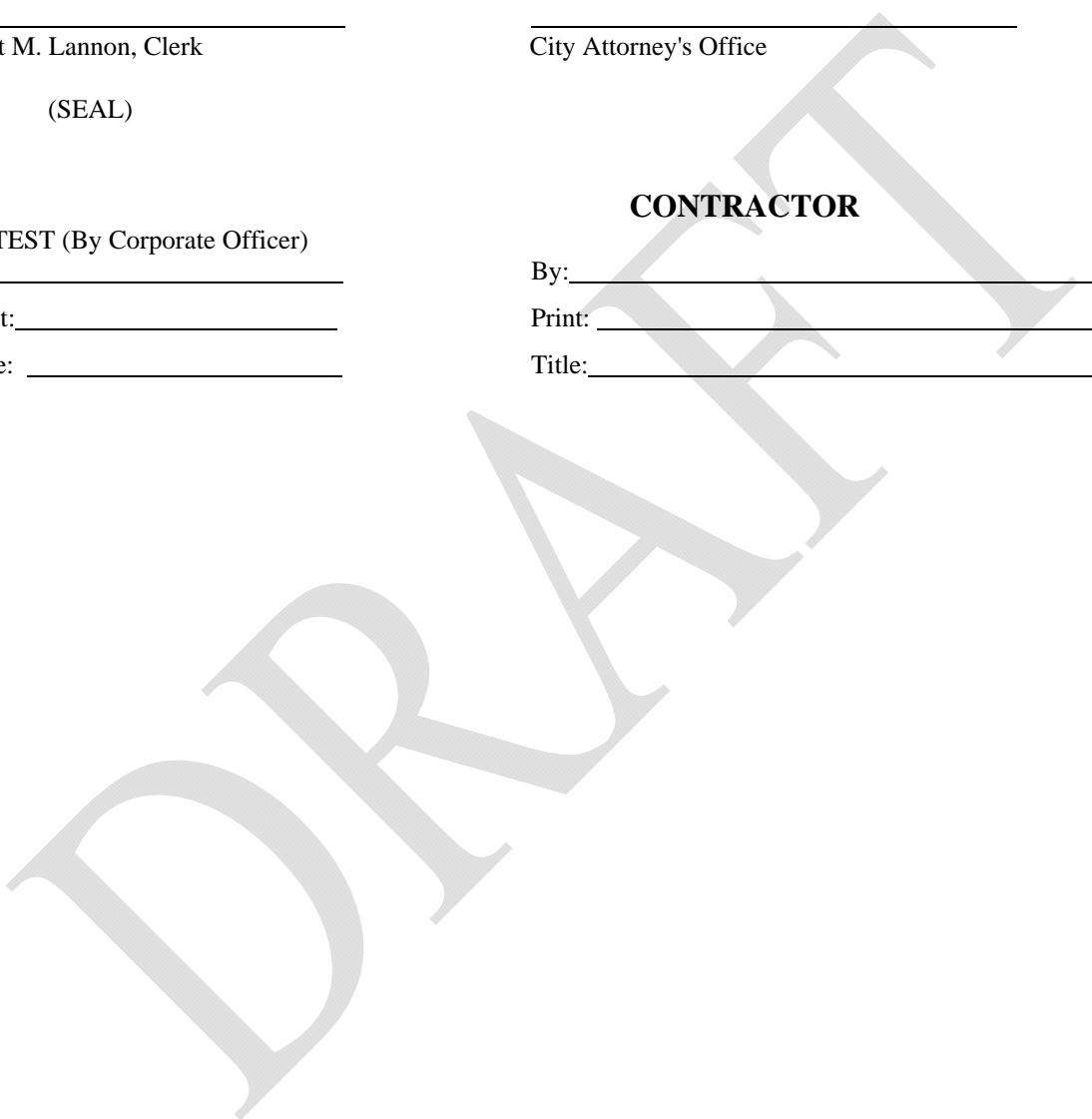
By: _____

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Title: _____

Title: _____



ATTACHMENT A

Calculation Worksheet for Processing and Purchase of Recyclable Materials

<i>Market Conditions Example</i>		<i>Example # 1</i>	<i>Example # 2</i>	<i>Example # 3</i>	<i>Example # 4</i>	<i>Example # 5</i>	<i>Example # 6</i>	<i>Example # 7</i>	<i>Example # 8</i>	<i>Example # 9</i>
<i>Grade</i>	<i>% of Mix</i>	<i>January-07</i>	<i>September-07</i>	<i>December-07</i>	<i>January-08</i>	<i>September-08</i>	<i>December-08</i>	<i>January-09</i>	<i>March-09</i>	<i>June-09</i>
ONP	48.78%	\$85.00	\$100.00	\$110.00	\$125.00	\$170.00	\$30.00	\$30.00	\$35.00	\$40.00
OCC	9.53%	\$70.00	\$135.00	\$115.00	\$115.00	\$110.00	\$25.00	\$25.00	\$45.00	\$35.00
Mixed Paper	0.00%	\$55.00	\$110.00	\$95.00	\$95.00	\$95.00	\$5.00	\$5.00	\$10.00	\$5.00
Natural	1.56%	\$610.00	\$710.00	\$760.00	\$800.00	\$880.00	\$220.00	\$260.00	\$360.00	\$440.00
Color	1.62%	\$345.00	\$480.00	\$560.00	\$600.00	\$690.00	\$140.00	\$200.00	\$240.00	\$240.00
PET	3.59%	\$300.00	\$360.00	\$390.00	\$470.00	\$250.00	\$100.00	\$120.00	\$120.00	\$240.00
Other Plastic	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$100.00	\$0.00
Mixed Glass	28.10%	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)	(\$25.00)
Aluminum	1.53%	\$1,600.00	\$1,580.00	\$1,640.00	\$1,640.00	\$1,820.00	\$1,200.00	\$940.00	\$850.00	\$940.00
Steel	2.81%	\$154.00	\$183.00	\$186.00	\$236.00	\$253.00	\$35.00	\$43.00	\$90.00	\$60.00
Trash	2.48%	(\$46.80)	(\$46.80)	(\$48.16)	(\$48.16)	(\$48.16)	(\$51.10)	(\$51.10)	(\$51.10)	(\$51.10)
Avg. Revenue / Ton	100.00%									

<i>Grade</i>	<i>% of Mix</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>	<i>Weighted Average</i>
ONP	48.78%	\$41.46	\$48.78	\$53.66	\$60.98	\$82.93	\$14.63	\$14.63	\$17.07	\$19.51
OCC	9.53%	\$6.67	\$12.87	\$10.96	\$10.96	\$10.48	\$2.38	\$2.38	\$4.29	\$3.34
Mixed Paper	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Natural	1.56%	\$9.52	\$11.08	\$11.86	\$12.48	\$13.73	\$3.43	\$4.06	\$5.62	\$6.86
Color	1.62%	\$5.59	\$7.78	\$9.07	\$9.72	\$11.18	\$2.27	\$3.24	\$3.89	\$3.89
PET	3.59%	\$10.77	\$12.92	\$14.00	\$16.87	\$8.98	\$3.59	\$4.31	\$4.31	\$8.62
Other Plastic	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MixedGlass	28.10%	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)	(\$7.03)
Aluminum	1.53%	\$24.48	\$24.17	\$25.09	\$25.09	\$27.85	\$18.36	\$14.38	\$13.01	\$14.38
Steel	2.81%	\$4.33	\$5.14	\$5.23	\$6.63	\$7.11	\$0.98	\$1.21	\$2.53	\$1.69
Trash	2.48%	(\$1.16)	(\$1.16)	(\$1.19)	(\$1.19)	(\$1.19)	(\$1.27)	(\$1.27)	(\$1.27)	(\$1.27)
Avg. Revenue / Ton	100.00%	\$94.63	\$114.55	\$121.65	\$134.51	\$154.03	\$37.36	\$35.92	\$42.42	\$49.99
Processing Fee		\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
SP Revenue		\$85.17	\$103.10	\$109.48	\$121.06	\$138.62	\$33.62	\$32.33	\$38.17	\$44.99
Paid to City of Gainesville		\$9.46	\$11.46	\$12.16	\$13.45	\$15.40	\$3.74	\$3.59	\$4.24	\$5.00

Processing Fee	\$45.00
Revenue Share - Co.	10%
Tons	1.0

**TYPE “A” INSURANCE REQUIREMENTS
“ARTISAN CONTRACTORS / SERVICE CONTRACTS”**

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 then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. BUILDER’S RISK / INSTALLATION FLOATERS.

- A 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:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. 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 City of Gainesville, 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 City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employee’s or volunteers shall be excess of Contractor’s insurance and shall be non-

contributory.

B Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the City, for losses arising from work performed by the Contractor for the City.

C All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the City with a Thirty (30) day 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 claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS.

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

CERTIFICATE HOLDER:

City of Gainesville

MAIL or FAX CERTIFICATES TO:

City of Gainesville
Public Works Director
P.O. Box 490 Station 58
Gainesville, FL 32602-0490