

# Contract Amendment Abstract

MLL

## Contract Amendment Information

Contract Title: Solid Waste Collection Services

Amendment Summary: Amend contract to change the weekly collection schedule from a four (4) day week schedule to a five (5) day per week schedule and update the routes.

Contract Number: 15722 Amendment Number: 2 Solicitation Number: 04-17

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): Yes

**Sexual Harassment Training Required** (per BL2018-1281): No

Contract Start Date: 07/28/2004 Contract Expiration Date: 12/31/2024 Contract Term: 246 Months

Previous Estimated Contract Life Value: \$15,200,000.00

Amendment Value: \$0.00

Fund: 30501\*

New Estimated Contract Life Value: \$15,200,000.00

BU: 42803100\*

\* ( Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Public Works

Department(s) Served: Public Works

## Prime Contractor Information

Prime Contracting Firm: Waste Industries Phone #: 919-291-6404 ISN#: 2047

Address: P.O. Box 791519 City: Baltimore State: MD Zip: 21279

Prime Contractor is a Uncertified: SBE  SDV  MBE  WBE  (check if applicable)

Prime Company Contact: David Duke Email Address: david.duke@wasteindustries.com

**Prime Contractor Signatory:** Brandon Colom **Email Address:** brandon.colom@gflenv.com

## Subcontractor Information

*Small Business and Service Disabled Veteran Business Program:*

N/A

Amount: N/A

Percent, if applicable: N/A

*Equal Business Opportunity Program:*

Program Not Applicable

Amount: N/A

Percent, if applicable: N/A

*Federal Disadvantaged Business Enterprise:*

No

Amount: N/A

Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No

## AMENDMENT 3 TO CONTRACT FOR SOLID WASTE COLLECTION

THIS AMENDMENT 3 TO CONTRACT FOR SOLID WASTE COLLECTION (this "Amendment 3"), dated effective this day of November 2020 is entered into by and between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works ("Metro") and Waste Industries, a GFL company, ("Contractor").

### RECITALS:

WHEREAS, Contractor provides certain collection services for solid waste to Metro as set forth in the Contract to Provide Collection Services for Solid Waste dated July 28, 2004 (as amended, the "Contract") and approved by RS2004-544; and,

WHEREAS, Amendment 1 to the Contract was approved by RS2014-1309; and,

WHEREAS, Amendment 2 to the Contract was approved by RS2019-142; and,

WHEREAS, the parties desire to amend the Contract to change the weekly collection schedule from a four (4) day per week schedule to a five (5) day per week schedule and to update the routes.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That Section 1.01 Certain Definitions, be amended by deleting the definition of Working Day in its entirety and replacing it with the following:

Working Day shall mean Monday through Friday except Holidays (defined in Section 2.09). Saturday shall be considered a Working Day only when a Holiday falls on a Working Day which shall cause collections to be deferred by one day beginning on the Holiday and sliding to the next Working Day, including a Saturday. The Director may add or delete Days constituting Holidays upon at least thirty (30) days prior written notice to the Contractor.

2. That Section 2.09 Holidays, be amended by deleting it in its entirety and replacing it with the following:

The following Days shall be observed as Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays may be changed upon the determination of the Director upon thirty (30) Days prior written notice to Contractor. Collections shall be provided every Working Day, including bad weather Days (but not in the case of Uncontrollable Circumstances), unless the Director informs Contractor of a suspension of Collection Services. In no event shall a Sunday or Holiday be considered a Working Day.

3. That Section 2.12 Local Office and Contract Administration be amended by deleting the words “non-Working Days and hours” in the third paragraph and replacing it with the following: “Sundays and Holidays.”
4. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the Contract shall remain in full force and effect.

(Signatures on following page)

Contract Number 15722  
Amendment Number 3

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Shanna Whitelaw SKW  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

Michelle R. Hernandez Lane JLR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin CumborHo TE kh  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd BL  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR**

GFL Environmental  
Company Name

Brandon Colom  
Signature of Company's Contracting Officer

Brandon Colom  
Officer's Name

General Manager  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 Purves redmond limited*, 70 University Ave, S#400 Toronto ON M5J 2M4	<b>CONTACT NAME:</b> RISK MANAGEMENT <b>PHONE (A/C No. Ext):</b> 516-327-2700 <b>FAX (A/C, No):</b> 516-327-2800 <b>E-MAIL ADDRESS:</b> RiskCerts@nfp.com														
<b>INSURED</b> Waste Industries USA, LLC d/b/a GFL Environmental 3301 Benson Dr, Ste 601 Raleigh NC 27609	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Insurance Company</td> <td style="text-align: center;">25445</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : National Union Fire Insurance Company of Pittsburg	19445	INSURER C : Ironshore Specialty Insurance Company	25445	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 631021346** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDOG71236353	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,400,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Designated Loc Agg \$ 4,400,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH2530133A	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CA00010960L120A*	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 Limits shown in CND\$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC66927842 SCFC6692788A (WI)	4/1/2020 4/1/2020	4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B C	Equipment Including Leased/Rented Contractors Pollution (CI Made) Pollution Legal (CI Made)			7535043 / ITN1111032 004030901 004031001	7/1/2020 4/1/2020 4/1/2020	7/1/2021 4/1/2021 4/1/2021	Limit Per Occurrence Each Incident/Agg Each Incident/Agg SELF INSURED \$20,000,000 CND \$20,000,000 CND

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Metro Nashville Public Works Waste Management 750 South Fifth Street Nashville TN 37206	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: 2021031

Date Received: Oct. 29, 2020

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Collection Services for Solid Waste Contract Number: 15722 Amendment Number: 3

Requesting Department: Public Works  
615-862-8715

Requesting Departmental Contact (Name &amp; Number): Sharon Smith

Contractor's Business Name: Waste Industries

Name of Contract Signatory: Brandon Colon

Contract Signatory Email Address: brandon.colom@gflenv.com&gt;

Address: 7320 Centennial Blvd City: Nashville ST: TN Zip: 37209

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 42803100 Fund #: 30501 Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for Signature**

Department Requester

A handwritten signature in blue ink, appearing to read "Shane White", written over a horizontal line.

Requesting Department Director's Signature of Approval

10/29/2020

Date

A2021031

Rec. oct. 29, 2020

2021031

CA #: \_\_\_\_\_

oct. 29, 2020

Date Received: \_\_\_\_\_

**To be completed by the Procurement Division**

**Contract Amendment is Approved (Additional Comments: \_\_\_\_\_**

\_\_\_\_\_ )

**Contract Amendment is Denied for \_\_\_\_\_**

\_\_\_\_\_

**PURCHASING AGENT:** Michelle A. Hernandez Lane **Date:** 10/30/2020 | 1:27 PM



From: Smith, Sharon (Public Works) [Sharon.Smith@nashville.gov]  
To: Finance - Procurement Resource Group [PRG@nashville.gov], Ray, Terri (Finance - Procurement) [Terri.Ray@nashville.gov]  
Subject: RE: email address-update info for electronic delivery  
Sent: Thu 10/29/2020 7:12 AM GMT-07:00  
Importance: Normal

Sorry for the delay in sending this. Attached is the contract amendment form. Below are the changes:

1. That Section 1.01 Certain Definitions, be amended by deleting the definition of Working Day in its entirety and replacing it with the following:

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3. That Section 2.12 Local Office and Contract Administration be amended by deleting the words "non-Working Days and hours" in the third paragraph and replacing it with the following: "Sundays and Holidays."

From: Wahlstrom, Sharon (Public Works) <Sharon.Wahlstrom@nashville.gov>  
Sent: Wednesday, October 28, 2020 4:53 PM  
To: Smith, Sharon (Public Works) <Sharon.Smith@nashville.gov>  
Subject: FW: email address-update info for electronic delivery  
Importance: High

See Terri's question below - was this done?



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/10/2020

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<b>PRODUCER</b> NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 Purves redmond limited*, 70 University Ave, S#400 Toronto ON M5J 2M4	<b>CONTACT NAME:</b> RISK MANAGEMENT <b>PHONE (A/C, No, Ext):</b> 516-327-2700 <b>FAX (A/C, No):</b> 516-327-2800 <b>E-MAIL ADDRESS:</b> RiskCerts@nfp.com														
<b>INSURED</b> Waste Industries USA, LLC d/b/a GFL Environmental 3301 Benson Dr, Ste 601 Raleigh NC 27609	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Insurance Company</td> <td style="text-align: center;">25445</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : National Union Fire Insurance Company of Pittsburg	19445	INSURER C : Ironshore Specialty Insurance Company	25445	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
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**COVERAGES** **CERTIFICATE NUMBER:** 26841289 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		HDOG71236353	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,400,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Designated Loc Agg \$ 4,400,000
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B C	Equipment Including Leased/Rented Contractors Pollution (CI Made) Pollution Legal (CI Made)			7535043 / ITN1111032 004030901 004031001	7/1/2020 4/1/2020 4/1/2020	7/1/2021 4/1/2021 4/1/2021	Limit Per Occurrence Each Incident/Agg Each Incident/Agg SELF INSURED \$20,000,000 CND \$20,000,000 CND

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Contract # 15722  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as an additional insured in accordance with the policy provisions of the General Liability and Automobile Liability Policy as required by written contract.

<b>CERTIFICATE HOLDER</b>  Purchasing Agent Metropolitan Government of Nashville and Davidson County Metro Courthouse 730 2nd Avenue South, STE.101 Nashville TN 37206	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H2530133A	Policy Period 04/01/2020 TO 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

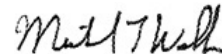
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



\_\_\_\_\_  
Authorized Representative

POLICY NUMBER: HDOG71236353

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## Certificate Of Completion

Envelope Id: D650125023D04BA89DE9111B71A9F5D5	Status: Sent
Subject: Amendment 3 Contract 15722 Waste Industries (Public Works)	
Source Envelope:	
Document Pages: 15	Signatures: 11
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/9/2020 11:07:12 AM	prg@nashville.gov	

## Signer Events

Signer Events	Signature	Timestamp
<p>Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>TLR</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/9/2020 2:06:13 PM Resent: 11/9/2020 2:27:26 PM Viewed: 11/9/2020 2:30:23 PM Signed: 11/9/2020 2:39:51 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>MLL</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/9/2020 2:39:53 PM Viewed: 11/12/2020 9:12:01 AM Signed: 11/12/2020 9:12:09 AM</p>
<p>Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/12/2020 10:13:37 AM ID: db6bcaeb-5d03-4f43-8750-6096d2245516</p>	<p><i>SKW</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.240</p>	<p>Sent: 11/12/2020 9:12:11 AM Viewed: 11/12/2020 10:13:37 AM Signed: 11/12/2020 10:35:57 AM</p>
<p>Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/14/2020 8:31:59 AM ID: 683e07f7-c50a-40ad-8248-ca1f07066064</p>	<p><i>Ken Hartlage</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/12/2020 10:36:00 AM Viewed: 11/14/2020 8:31:59 AM Signed: 11/14/2020 8:37:58 AM</p>

Signer Events	Signature	Timestamp
<p>Brandon Colom brandon.colom@gflenv.com General Manager GFL Environmental Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/20/2020 10:36:47 AM ID: 65051ca7-7aee-4703-b31f-b1e41df9e0c0</p>	<p><i>Brandon Colom</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.77.236.99 Signed using mobile</p>	<p>Sent: 11/14/2020 8:38:01 AM Viewed: 11/20/2020 10:36:47 AM Signed: 11/20/2020 10:37:36 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/20/2020 10:37:42 AM Viewed: 11/20/2020 1:30:11 PM Signed: 11/20/2020 1:30:20 PM</p>
<p>Shanna Whitelaw Shanna.Whitelaw@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/20/2020 2:12:31 PM ID: 5d27fdce-2260-415c-836b-9224acbcc920</p>	<p><i>Shanna Whitelaw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240</p>	<p>Sent: 11/20/2020 1:30:23 PM Viewed: 11/20/2020 2:12:31 PM Signed: 11/20/2020 2:12:53 PM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/20/2020 2:13:57 PM ID: 5dce8522-13db-4be5-8104-6340a07c379a</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/20/2020 2:12:55 PM Viewed: 11/20/2020 2:13:57 PM Signed: 11/20/2020 2:16:11 PM</p>
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/20/2020 2:33:56 PM ID: 5c433f59-8e6d-4701-8030-4545afeb806f</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/20/2020 2:16:17 PM Viewed: 11/20/2020 2:33:56 PM Signed: 11/20/2020 2:34:14 PM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/20/2020 2:35:28 PM ID: 5c433f59-8e6d-4701-8030-4545afeb806f</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/20/2020 2:34:21 PM Viewed: 11/20/2020 2:35:28 PM Signed: 11/20/2020 2:35:43 PM</p>

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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Accepted: 11/20/2020 2:35:28 PM  
ID: 4a12bd3b-1a4c-4d4a-999c-3246893c26fb

Balogun Cobb  
balogun.cobb@nashville.gov  
Security Level: Email, Account Authentication (None)

*BC*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 11/20/2020 2:35:49 PM  
Viewed: 11/20/2020 2:36:50 PM  
Signed: 11/20/2020 2:36:58 PM

**Electronic Record and Signature Disclosure:**

Accepted: 11/20/2020 2:36:50 PM  
ID: 915bd272-72f6-4d9f-98d5-2a470688af84

Tara Ladd  
tara.ladd@nashville.gov  
Security Level: Email, Account Authentication (None)

*Tara Ladd*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 11/20/2020 2:37:01 PM  
Viewed: 11/23/2020 10:25:37 AM  
Signed: 11/23/2020 10:26:03 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/23/2020 10:25:37 AM  
ID: a51faa0c-8529-49ce-ba2c-d137fb9719f5

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson County  
Security Level: Email, Account Authentication (None)

Sent: 11/23/2020 10:26:09 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/23/2020 10:26:07 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/20/2020 12:53:11 PM  
ID: 35a07c83-0e8f-4384-ad36-dcc80f6527b7

Tara Ladd  
tara.ladd@nashville.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 11/23/2020 10:26:08 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Kristin Wilson  
kristin.wilson@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

John Cooper  
mayor@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sharon Smith  
sharon.smith@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Christopher Wood  
Christopher.Wood@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/9/2020 2:06:13 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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