

**THIRD CONTRACT AMENDMENT INCLUDING
SECOND CONTRACT EXTENSION**

FOR

RESIDENTIAL COLLECTION AND DISPOSAL OF SOLID WASTE, YARD WASTE,
AND RECYCLING

Between

THE CITY OF ALACHUA, FLORIDA ("CITY")

And

WASTE PRO OF FLORIDA, INC. ("CONTRACTOR")

THIS AGREEMENT is made and entered this _____ day of _____, 2016, by and between the City of Alachua, Florida, herein referred to as "CITY" and Waste Pro of Florida, Inc., herein referred to as "CONTRACTOR".

The CITY enters this agreement to continue providing, through CONTRACTOR, high quality services for the collection and disposal of residential garbage, refuse, yard trash, recyclable materials, city waste, and other collections within the city limits of the City of Alachua. The collection and disposal of solid waste is an extremely important service for the community. This amendment and extension is made to the contract, effective January 1, 2009, amended November 17, 2011, the second amendment executed May 5, 2014, and it is hereby agreed that it is in the best interest of the public (CITY) and CONTRACTOR to modify and extend the term and conditions of the contract, as amended, and set forth below, with all other terms and conditions not in conflict herewith incorporated as if attached or fully stated herein.

In consideration of the mutual covenants, agreements and considerations contained herein, CITY and CONTRACTOR hereby agree as hereinafter set forth:

1. All references in this Third Amendment shall refer to the like Section, paragraph, and sub paragraph of the Original Contract dated January 1, 2009.
2. Section 1, Definitions, J., Fuel Cost per Gallon, shall be stricken in its entirety.

Section 2 - Scope of Work, A. Residential Units, Paragraph 1, Garbage and Household Trash - sub paragraph a. is amended and is hereby modified to implement a change from the current system of customer provided containers to a Uniform Size Cart System. Each household shall be, by and at the expense of CONTRACTOR, provided a 96 gallon cart for disposal of household garbage and trash and a separate 64 gallon cart for recyclable material collection (both of like kind and quality as those depicted in the photograph attached as Exhibit A). All CONTRACTOR provided carts shall have Radio Frequency Identification Tags (RFID tags) for container management and CONTRACTOR shall provide to CITY and periodically update a list of carts and the address to which each was delivered. The 64 gallon Recycle carts shall also each have in mold labels (IMLs) for educational purposes to illustrate acceptable

and unacceptable materials. All city customers shall receive both carts on or before November 15, 2016. Sub paragraph d. is amended as to be consistent with the CONTRACTOR provided Uniform Size Cart System to include the customer shared responsibility for the reasonable care and use of CONTRACTOR provided containers and the employment of the standard mechanical collection process acceptable in the industry. It is the responsibility of Contractor to provide "in ground receptacle" collection to residences in the Turkey Creek subdivision, whether for one or all customers, so long as such service is required by the Master Owners Association. Contractor accepts responsibility for accomplishing conversion of all such customers to the described Cart system and agrees that the in effect uniform base charge to the City, as established and described in this contract amendment, applies to all residential customers whether it be for "in ground receptacle" or Cart service and collection. Paragraph 2- Recyclable Material Collection, is modified and amended in its entirety to accommodate and provide for the before described change to a Uniform Size Cart System and the herein agreed single stream method of collection, sorting and disposal of Recyclables.

3. Section 3. Rate Adjustments - Changes in Cost of Doing Business and Collection Rates, A. is amended to extend and change the current anniversary date of the contract from January first of 2017 to October 1, 2018 and every October 1 for each succeeding year for the remainder of the contract term. No rate adjustment will be proposed to or considered by CITY before that to be considered effective October 1, 2018. Section 3. Rate Adjustments - Fuel Cost Adjustment, C. is stricken in its entirety and no such adjustment shall be considered under any part of this contract. Section 3. Rate Adjustments - Unusual Changes and Disposal Costs, B. is amended to change the stated current disposal cost per ton of \$51.10 per ton to the actual current disposal cost per ton of \$48.08
4. Section 6. Duration of Contract - Commencement of Work - The term of the contract is amended and extended from the December 31, 2016 date established by the First Contract Amendment dated November 17, 2011 to September 30, 2022. The Schedule of Payments set forth in I., 2. Of Section 6 is amended to establish a single and uniform base price per customer due from CITY of \$15.50 per month effective October 1, 2016. It is recognized that the anniversary date of this contract is October 1, 2018 from the date of this amendment forward for the purposes of Section 6. and all other provisions.
5. It is recognized and agreed that any rate adjustment proposed by CONTRACTOR must be submitted to the City Commission and that the City Commission shall have the discretion and authority to refuse to grant or grant an increase in whole or part. Further, There shall be no total annual rate adjustment, proposed or considered, that exceeds one and one half percent .

The CITY and the CONTRACTOR, based in the recognition of the high level of service delivered by CONTRACTOR in performance of its obligations under the contract, its commitment to maintaining the same level of service and cooperation and the financial concessions set forth which provide for stable collection costs for ratepayers and the meeting of administrative costs for the CITY, agree to extend the term of the current contract, as provided for in Section 6. C., to an expiration date of September 30, 2022. This contract may

be extended for an additional four (4) year term based upon successful negotiation of rates between the CITY and the CONTRACTOR. Nothing contained herein creates an obligation for either the CITY or CONTRACTOR to engage in such negotiations at the expiration of the term of this Contract.

All other terms and conditions set forth in the current agreement, not in conflict with this amendment, remain unchanged.

IN WITNESS WHEREOF, the City of Alachua and Waste Pro of Florida, Inc. have caused this amendment and extension of the contract to be executed.

THE CITY OF ALACHUA, FLORIDA

By: _____
Gib Coerper, Mayor

ATTEST

By: _____
Traci L. Gresham, City Manager /Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

Marian B Rush, City Attorney

Date: _____

WASTE PRO OF FLORIDA, INC.



David Schneider, Regional Vice President

ATTEST

By: _____

Date: 8/16/2016

Date: _____

EXHIBIT A

