

**CONTRACT AMENDMENT
AND
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")

The CITY enters this agreement to continue providing, through the CONTRACTOR, high quality services for the collection and disposal of garbage and yard waste, for the residential collection and disposal of 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 which enhances the community. This amendment and extension is made to the contract, first effective January 1, 2009, with all other terms and conditions not on conflict herewith incorporated as if attached.

THIS AGREEMENT made and entered into this 17th day of NOVEMBER, 2011, by and between the City of Alachua, Florida, herein referred to as the "CITY" and Waste Pro of Florida, Inc. herein referred to as the "CONTRACTOR".

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

Contractor agrees and does hereby withdraw its previously submitted request for Consumer Pricing Index (CPI) increase in the amount of 2.7% or approximately \$.42 per month per residential unit.

CONTRACTOR agrees to a retroactive reduction for the month of October 2011 of \$.25 per residential unit due to a reduction of the tonnage fee at the Laveda Brown disposal facility. CITY, in the event the October billing to the CONTRACTOR has been paid prior to approval of this Amendment and Extension, shall be entitled to and will apply a credit in the appropriate amount to the next payment due the contractor.

Effective November 1, 2011, residential rates paid the CONTRACTOR shall be reduced to and be \$18.20 and \$18.84 and said rates shall be in effect until January 1, 2014 at which time they will be increased to \$18.75 and \$19.40. Rates paid the CONTRACTOR will only be adjusted upward or downward for the balance of the contract on January 1, 2015 and January 1, 2016 based on the net change in the CPI as set forth in Section 3 of the contract.

The Contract, Section 2. A. 5., requires that " ..the Contractor shall participate in two citywide clean-ups per year..". CONTRACTOR and CITY have in the past interpreted the contract and implemented the practice of conducting one such citywide clean-up and, by mutual agreement, conducted one or more special cleanup projects of similar cost and commitment to fulfill and satisfy this contract provision. The parties hereby ratify and confirm the described interpretation and practice.

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., for an additional four (4) year term with an expiration date of December 31, 2016. If determined to be in compliance with the City's purchasing rules and regulations and upon mutual agreement between the City and the Contractor, 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 remain unchanged in their entirety.


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


Gib Coerper, Mayor

Date: 11-30-11

ATTEST

By: 
Traci L. Cain, City Manager /Clerk

Date: 11-30-11

APPROVED AS TO FORM:

Traci L. Cain
Traci L. Cain, City Manager

Date: 11-30-11

Marian B. Rush
Marian B Rush, City Attorney

Date: 12/12/11

WASTE PRO OF FLORIDA, INC.

Fred Wood
Fred Wood, Senior Vice President

Date: 11/17/11

ATTEST

By: Dayna L. Miller

Date: 11/17/11