

**THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING**

THIS THIRD AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **WASTE PRO OF FLORIDA, INC.**, a corporation duly organized and authorized to do business in the State of Florida (EIN# 59-3701785) ("Vendor").

**WHEREAS**, on May 15, 2018, City and Vendor entered into an Agreement for Single-Stream Curbside Recycling for a term of five (5) years from October 1, 2018 through and including September 30, 2023, City of Ocala Contract Number: PWD/18-014 (the "Original Agreement"); and

**WHEREAS**, on December 30, 2019, City and Vendor entered into a First Amendment ("First Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

**WHEREAS**, on June 10, 2021, City and Vendor entered into a Second Amendment ("Second Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions in the Original Agreement; and

**WHEREAS**, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2021**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **\$352.30 per ton (THREE HUNDRED FIFTY-TWO AND 30/100 DOLLARS)** which represents a 3% increase based on the prior year's CPI-U index change. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1<sup>st</sup> of the contract year,

if recycling collections are less than 3,800 tons for the preceding 12-month period, the Vendor may invoice the City for the difference up to 3,800 tons at the contract price.

4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Waste Pro of Florida, Inc.  
Joseph Lourenco  
408 Cypress Road  
Ocala, FL 34472  
PH: 352-857-3387  
E-mail: [jolourenco@wasteprousa.com](mailto:jolourenco@wasteprousa.com)

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer  
City of Ocala, City Hall  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
PH: 352-629-8366 FAX: 352-690-2025  
Email: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
PH: 352-867-7707 FAX: 352-867-0237  
Email: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment

that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.

7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

**IN WITNESS WHEREOF,** the parties have executed this Third Amendment on 10/12/2021.

**ATTEST:****CITY OF OCALA:**

*Angel B. Jacobs*  
Angel B. Jacobs  
City Clerk

*Ken Whitehead*  
Ken Whitehead  
Assistant City Manager

**Approved as to form and legality:****WASTE PRO OF FLORIDA, INC.**

*/s/ Robert W. Batsel, Jr.*  
Robert W. Batsel, Jr.  
City Attorney

By: *Joseph Lourenco*  
Joseph Lourenco  
(Printed Name)  
Division Manager  
(Title)

<b>TITLE</b>	For Signature: Third Amendment to Single-Stream Curbside...
<b>FILE NAME</b>	For Signature - A... (PWD 18-014).pdf
<b>DOCUMENT ID</b>	86df812398edb5c5466eda3c36af8b91eda78aab
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Out For Signature

## Document History



SENT

**10 / 12 / 2021**

11:56:33 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org  
IP: 216.255.240.104



VIEWED

**10 / 12 / 2021**

14:08:15 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
IP: 216.255.247.51



SIGNED

**10 / 12 / 2021**

14:08:58 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)  
IP: 216.255.247.51



VIEWED

**10 / 12 / 2021**

14:09:41 UTC-4

Viewed by Ken Whitehead (kwhitehead@ocalafl.org)  
IP: 216.255.240.104



SIGNED

**10 / 12 / 2021**

14:14:41 UTC-4

Signed by Ken Whitehead (kwhitehead@ocalafl.org)  
IP: 216.255.240.104

<b>TITLE</b>	For Signature: Third Amendment to Single-Stream Curbside...
<b>FILE NAME</b>	For Signature - A... (PWD 18-014).pdf
<b>DOCUMENT ID</b>	86df812398edb5c5466eda3c36af8b91eda78aab
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<b>STATUS</b>	● Out For Signature

## Document History



**10 / 13 / 2021**  
08:49:28 UTC-4

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**10 / 13 / 2021**  
08:49:42 UTC-4

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)  
IP: 216.255.240.104



**10 / 13 / 2021**  
08:49:42 UTC-4

This document has not been fully executed by all signers.

<b>TITLE</b>	For Signature: Amendment 3 - Single-Stream Curbside...
<b>FILE NAME</b>	For_Signature__Th..._PWD_18-014_.pdf
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<b>STATUS</b>	● Signed

## Document History



SENT

**09 / 27 / 2022**

12:35:05 UTC-4

Sent for signature to Waste Pro of Florida, Inc.  
(jolourenco@wasteprousa.com) from plewis@ocalafl.org  
IP: 216.255.240.104



VIEWED

**09 / 27 / 2022**

12:36:32 UTC-4

Viewed by Waste Pro of Florida, Inc.  
(jolourenco@wasteprousa.com)  
IP: 174.211.241.113



SIGNED

**09 / 27 / 2022**

13:21:32 UTC-4

Signed by Waste Pro of Florida, Inc.  
(jolourenco@wasteprousa.com)  
IP: 67.9.97.106



COMPLETED

**09 / 27 / 2022**

13:21:32 UTC-4

The document has been completed.