



FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FIFTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fifth 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, on October 12, 2021, City and Vendor entered into a Third Amendment ("Third Amendment") of Agreement for Single-Stream Curbside Recycling to amend the compensation pursuant to the escalation provisions on the Original Agreement; and

WHEREAS, on January 31, 2023, City and Vendor entered into a Fourth Amendment ("Fourth Amendment") of Agreement for Single-Stream Curbside Recycling to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U Index; and

WHEREAS, City and Vendor now desire to extend the term of the Original Agreement for the single five-year renewal period available under the Original Agreement, and to further amend the compensation and contamination terms in the Original Agreement.

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 Fifth Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional five-year term beginning **OCTOBER 1, 2023** and terminating **SEPTEMBER 30, 2028**.
4. **COMPENSATION.** Effective **OCTOBER 1, 2023**, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **\$391.90 per ton (THREE HUNDRED NINETY-ONE AND 90/100 DOLLARS/TON)** which represents an 8% increase based on the prior year's CPI-U index change.
 - A. Pricing shall remain firm and fixed during the initial year of this Renewal Term.



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- B. Any renewal price adjustments shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the anniversary date of the Renewal Term. No retroactive price adjustments will be allowed.
- C. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **FIVE PERCENT (5%) ANNUALLY** unless there are mitigating market conditions.
- D. The City guarantees a minimum 3,800 tons during a 12-month recycling period. Beginning every October 1st 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.
5. **CONTAMINATION.** The City will pay for contamination (out-throws) that exceed **TWENTY FIVE PERCENT (25%)** of the monthly recycling collection at the rate of **ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125)** per ton. A composition study shall be performed every six months during the renewal term to determine charges for out-throws. Vendor shall notify the City the date on which each composition study will be performed, and invite the City to observe the process.
6. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served on the date delivered if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and followed with delivery of a hard copy. 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

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 Email: cityattorney@ocalafl.org



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7. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **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 Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on 4/10/2023

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:

William E. Sexton

William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

DocuSigned by:

By: Joseph Lourenco

0FCC0D375D88442...

Joseph Lourenco

(Printed Name)

Division Manager

(Title)

Certificate Of Completion

Envelope Id: 0F7707C7D7534F3E83456D06C7D98728

Status: Completed

Subject: FOR SIGNATURE - Renewal of Single-Stream Curbside Recycling Agreement (PWD/18-014)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelope Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

4/6/2023 11:30:18 AM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

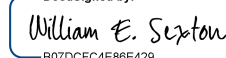
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Timestamp

Sent: 4/6/2023 11:33:27 AM

Viewed: 4/6/2023 11:35:22 AM

Signed: 4/6/2023 11:35:35 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

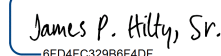
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed: 4/6/2023 11:36:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.46.203

Signed using mobile

Electronic Record and Signature Disclosure:

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ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87

Angel B. Jacobs

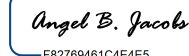
ajacobs@ocalafl.org

City Clerk

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 4/10/2023 10:51:45 AM

Signed: 4/10/2023 10:51:55 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Joseph Lourenco

jolourenco@wasteprousa.com

Division Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:



0FCC0D375D88442...

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Viewed: 4/10/2023 11:19:34 AM

Signed: 4/10/2023 11:21:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.9.97.106

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2023 11:33:27 AM
Certified Delivered	Security Checked	4/10/2023 11:19:34 AM
Signing Complete	Security Checked	4/10/2023 11:21:20 AM
Completed	Security Checked	4/10/2023 11:21:20 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.