



SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS SECOND AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Second 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 (the "Original Agreement"), City of Ocala Contract Number: PWD/18-014; and

WHEREAS, the term of the Original Agreement commenced on October 1, 2018 and has provisions for escalation utilizing the CPI-U index; and

WHEREAS, City and Vendor are amending the compensation per Section 3, Escalation of 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 Second Amendment.
3. **COMPENSATION.** Effective October 1, 2020, the City shall pay the Vendor for the performance of the work, and in accordance with the contract documents a total of **\$342.04 (THREE HUNDRED, FORTY-TWO AND 04/100 DOLLARS) per ton** which represents a 1.2% 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 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.

4. **NOTICES.** All notices, certifications or communications required by this Second 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: jlourenco@wasteprousa.com

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: rbatsel@ocalalaw.com

5. **COUNTERPARTS.** This Second 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.



7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on
06 / 10 / 2021

ATTEST:

A handwritten signature in black ink that reads "Angel B. Jacobs".

Angel B. Jacobs
City Clerk

CITY OF OCALA:

A handwritten signature in black ink that reads "Ken Whitehead".

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

A handwritten signature in black ink that reads "Robert W. Batsel, Jr.".

Robert W. Batsel, Jr.
City Attorney

WASTE PRO OF FLORIDA, INC.

A handwritten signature in blue ink, appearing to be a stylized "J" or "K".

Vice President or higher

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 08 / 2021
17:02:12 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Ken Whitehead (kwhitehead@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from cmfitsemons@ocalafl.org
IP: 216.255.240.104



06 / 09 / 2021
08:40:15 UTC-4

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



06 / 09 / 2021
08:41:53 UTC-4

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



06 / 09 / 2021
14:06:27 UTC-4

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



06 / 10 / 2021
15:55:47 UTC-4

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

TITLE	Amendment 2: Single-Stream Curbside Recycling
FILE NAME	0576_001.pdf
DOCUMENT ID	c3662686f9ca29c51b07225861cf1c88646b3793
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



06 / 10 / 2021
15:57:29 UTC-4

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



06 / 10 / 2021
15:57:40 UTC-4

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



06 / 10 / 2021
15:57:40 UTC-4

The document has been completed.