

FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING

THIS FOURTH AMENDMENT OF AGREEMENT FOR SINGLE-STREAM CURBSIDE RECYCLING ("Fourth 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, City and Vendor now desire to further amend the compensation per Section 3, Escalation of the Original Agreement utilizing the CPI-U index and to amend Exhibit A – Scope of Service to allow for exemptions from recycling requirements under certain circumstances.

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 Fourth Amendment.
3. **COMPENSATION.** Effective **OCTOBER 1, 2022**, the City shall pay the Vendor for the performance of the work, and in accordance with the contact documents a total of **\$362.70 per ton (THREE HUNDRED SIXTY-TWO AND 70/100 DOLLARS/TON)** 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 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 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: jlourenco@wasteprousa.com

If to City of Ocala:

Daphne M. Robinson, Esq. - Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
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

5. **COUNTERPARTS.** This Fourth 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA:

James P. Hilty SR

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

William E. Sexton

William E. Sexton
City Attorney

WASTE PRO OF FLORIDA, INC.

By: *Joseph Lourenco*

Waste Pro of Florida, Inc.

(Printed Name)

Division Manager

(Title)

Vendor shall be responsible for recycling collection, processing and hauling with glass included. Vendor is guaranteed to be paid for a minimum of 3,800 tons of recycling collection. Single-stream recycling is available to approximately 16,000 residential customers, 7,000 multi-family customers and just over 100 residential offices. Recycling collection services are performed once per week at the curbside, or rear door. Collection services are performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The approximate annual amount of recyclables collected is 3,800 tons with glass.

Definitions

Recyclables – Objects that can be salvaged, processed and used again.

Recyclable processing – Sorting and/or delivering recyclables to a certified recycling facility.

Landfilling – A system of trash and garbage disposal in which the waste is buried between layers of earth.

Vendor Responsibilities

Vendor will be responsible for the complete collection and processing of recyclables in the most cost efficient and effective manner. It is the sole responsibility of the Vendor to perform the necessary activities in accordance with requirements of any permits and applicable laws.

Scope of Service

- A. Vendor will collect, process, and market recyclable materials including:
 1. Aluminum products; bi-metal/steel cans;
 2. PET, PETE, HDPE plastic containers (includes colored, #1-7 plastics);
 3. Newspapers and inserts; phone books; junk mail; office paper; old corrugated cardboard (OCC); paperboard; magazines; cereal boxes;
 4. Glass containers;
 5. Aerosol cans.
- B. The current collections are approximately 3,800 tons (with glass) annually from single family residential units, multifamily residential units serviced by the commercial division (dumpsters) and City buildings and properties
- C. Vendor shall be required to monitor and keep records of market conditions for recyclable materials described under Paragraph A, above. For any recyclable material found to have a market value of \$0 for a period of **SIXTY (60) DAYS**, Vendor may submit a written request for exemption from recycling requirements to the City Project Manager seeking permission to landfill said items. Upon receipt of the City's approval, Vendor may landfill those recyclable materials specifically set forth in the City's approval. Within **SIXTY (60) DAYS** of an improvement in market conditions, Vendor must resume recycling services for those recyclable materials previously approved for landfill disposal due to a decrease in market value.

The Vendor shall collect recyclables on a weekly basis. Collections must not begin before 7:00 a.m. Recycling services will be performed year round, excluding predetermined holidays and with the exception of extreme and adverse weather conditions. The Vendor will give notification and consult with the City as such occasions arise. The Vendor will work with City staff to determine holiday and inclement weather pick up schedule modifications.

Vendor shall collect all properly prepared materials accepted by this program. Newspapers and other paper materials shall be considered acceptable for collection whether wet or dry. Improper contents, i.e. those materials not designated for collections, do not have to be collected and may be left in the container with a printed explanatory notice. The contents of the notices shall be subject to the City's approval prior to printing for use.

Road Specifications

Front Door/Back Door Service

Multi-Family Complexes

The City will not require the Vendor to bear any expense of any required site modifications, but the Vendor will be required to work closely with the complex managers to ensure proper and acceptable container placement.

Vendor will receive 100% of the revenues from the sale of recyclables.

Before and during the program, the Vendor will conduct a Public Awareness Campaign, with the assistance of the City, to ensure comprehensive public education of the recycling program. The vendor will be responsible for providing flyers along with delivery of the bins to all households.

Vendor will submit for the City's review, any marketing program it plans for public awareness to promote recycling.

City Buildings

The City requires that City buildings and properties maintained by the City receive basic recycling service at no charge.

Contamination

All recycling materials collected will be processed and marketed by the Vendor. Landfilling of approved recycling materials will be prohibited, apart from material contamination. The Vendor must report on a quarterly basis the landfilling of contaminated materials, providing in writing the details of how much, and where materials were landfilled.

The City will pay for contamination (out-throws) that exceed 10% of the monthly recycling collection at the rate of \$125.00 a ton beginning six months after service begin date. Five months after the service begin date, a composition study will be completed to calculate the percentage of out-throws charged to the City on monthly collections. Updated composition studies will be done every 6 months thereafter to determine the charge for out-throws for that period. The vendor will notify the City the date when each composition study will be completed, and invite the City to observe the process.

Recycling Bins

Vendor will provide and distribute, at its own expense, collection containers for each unit. Used carts can be provided if they are in good condition. For most households, these containers will be 96 gallon carts. Smaller bins/containers will be available for disabled residents, or those in smaller housing units with limited space that may request a reduced size collection bin. Each container will be able to withstand outside weather conditions and will have the City of Ocala's logo imprinted (if new carts) and contractor's name and number identified. Vendor must provide additional containers at the request of the City at no cost, as needed. Appearance, color and design of the containers are subject to the approval of the City to distinguish them as recycle containers.

When customers request a bin/cart, the request must be met within five (5) working days.

Reporting Requirements

Vendor will be required to keep accurate program records and submit reports to comply with the City's reporting requirements. These reports are extremely important, as they will serve as a means to inform the City's staff of the status of recycling activities. The City also requires the Vendor to provide certifiable, accurate monthly weight receipts for all materials collected in the City's program and marketed by the Vendor. The Vendor will submit these records of sales of materials quarterly. Monthly, quarterly and annual reporting requirements are outlined below:

Monthly Project Reports

- Summaries of the tonnages of all materials recovered by material type.
- List of all customer complaints including name, address, date, nature of complaint, and how the complaint was resolved.

- Weekly set-out rates and monthly participation rates.
- Any changes in processing locations or outlets for any commodity.

Quarterly Reporting Requirements

- Tonnages recovered by material and where they were processed.
- Discussion of problems and noteworthy experiences in program operation.
- Summary of all complaint calls received by number and type.

Annual Reports

- Summary of participation rates, recovered materials' tonnage and type, and where they were processed.
- A discussion of public awareness activities and their impact on participation and recovered volumes.
- A discussion of highlights and problems, and measures taken to resolve problems and increase efficiency and household participation.
- Summary of complaint calls by number and type.

Contract Term

This contract will remain as a firm, fixed-price contract for a term of five (5) years. One five-year renewal may be exercised upon both parties' mutual written agreement.

Title	Fourth Amendment of Agreement for Single-Stream Curbside...
File name	FOR COUNCIL - Ame... Inc (PWD 18-.pdf
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Document History



12 / 07 / 2022
11:56:18 UTC-5

Sent for signature to William E. Sexton, Esq. (wsexton@ocalafl.org), James P. Hilty, Sr. (jhilty@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



12 / 15 / 2022
14:37:52 UTC-5

Viewed by William E. Sexton, Esq. (wsexton@ocalafl.org)
IP: 216.255.240.104



12 / 15 / 2022
14:38:38 UTC-5

Signed by William E. Sexton, Esq. (wsexton@ocalafl.org)
IP: 216.255.240.104



12 / 15 / 2022
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This document has not been fully executed by all signers.

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01 / 09 / 2023
10:56:55 UTC-5

Sent for signature to James P. Hilty, Sr. (jhilty@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Waste Pro of Florida, Inc. (jlourenco@wasteprousa.com) from plewis@ocalafl.org
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01 / 09 / 2023
13:17:42 UTC-5

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01 / 09 / 2023
13:17:57 UTC-5

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01 / 09 / 2023
14:23:07 UTC-5

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01 / 09 / 2023
14:23:16 UTC-5

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INCOMPLETE

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SENT

01 / 31 / 2023

09:56:53 UTC-5

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

01 / 31 / 2023

09:58:27 UTC-5

Viewed by Waste Pro of Florida, Inc.
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SIGNED

01 / 31 / 2023

10:01:03 UTC-5

Signed by Waste Pro of Florida, Inc.
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COMPLETED

01 / 31 / 2023

10:01:03 UTC-5

The document has been completed.