

**SECOND AMENDMENT TO SOLID WASTE, RECYCLABLE MATERIALS
AND YARD TRASH COLLECTION AGREEMENT BETWEEN
ALACHUA COUNTY AND WCA of FLORIDA, LLC**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and EWS Central Florida Hauling, LLC, hereinafter referred to as the "Contractor";

W I T N E S S E T H:

WHEREAS, the parties previously entered into an agreement dated September 22, 2009 for the provision of residential solid waste, recycling, yard trash and bulk collection services for the period of October 1, 2009 through September 30, 2016; and

WHEREAS, the parties made and entered into the First Amendment to the agreement on March 22, 2011; and

WHEREAS, Emerald Waste Services, LLC, including EWS Central Florida Hauling, LLC, was acquired by WCA Waste Systems, Inc. (WCA of Florida, LLC) on February 28, 2010; and

WHEREAS, the parties wish to amend the agreement to reflect the amount due the Contractor for the County's Fiscal Year 2011-2012 as based on the actual count of units as determined by certification of the 2011 non-ad valorem assessment roll; and

WHEREAS, the parties wish to amend the agreement to clarify certain duties and requirements within the Scope of Services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to amend the General and Technical Specifications for

Solid Waste, Recyclable Material and Yard Trash Collections within the City of Gainesville and Alachua County (Attachment A) of the September 22, 2009 agreement, as follows:

Agreement

Section 4.3. of Method of Payment shall be amended in its entirety to read:

Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”) to:

WCA of Florida, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

Section 6. Notice. Contractor section shall be amended to read:

Bob Shires, Regional Vice President
WCA of Florida, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

General and Technical Specifications

The total number of units for Fiscal Year 2011-2012 certified to the Alachua County Tax Collector for the 2011 non-ad valorem assessment roll is in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
20 gallon	562
35 gallon	2,548
64 gallon	15,038
96 gallon	3,581
TOTAL UNITS	21,729

The maximum indebtedness of the County to the Contractor for Fiscal Year 2011-2012 under this agreement, as based on the total number of universal collection area residential units determined by the 2011 non-ad valorem assessment roll (total unit count of 21,729), shall not exceed Three Million, Seventy-Six Thousand, Eight Hundred Twenty-Nine dollars (\$3,076,829) plus additional service charges, fuel adjustment charges and disaster debris collection charges as specified in this agreement.

Section 1.7.1.2.3. of Receptacles shall be amended in its entirety to read:

The Contractor shall provide new residents with carts within eight (8) days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids, other damage, and all lost or stolen carts within eight (8) days of receipt of request. The Contractor shall replace within twenty-four (24) hours any cart dropped into the collection vehicle. Until the cart is delivered or replaced, The Contractor must collect all bagged or containerized Solid Waste placed by the resident at Curbside/Roadside. For each cart delivered to a new resident, or repaired or replaced by the Contractor, the County will pay the Contractor the sum due as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes part of this Contract, subject to any conditions or deductions as provided under this Contract.

Section 1.11.3.1 shall be amended to add "paperback books" to the recyclable materials listed for placement in the orange recycling bin. Paperback book collection will commence within 10 days of notification by County.

Section 1.11.4.1 Record Keeping shall be amended in its entirety to read:

The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of items recycled and other information required or requested by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month. Requests for new reports or additional information shall be provided to the County and City within 30 days.

Section 1.12.2.1 Record Keeping shall be amended in its entirety to read:

The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of Yard Trash diverted from a Landfill and other information required or requested by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month. Requests for new reports or additional information shall be provided to the County and City within 30 days.

Section 1.14.1.3.1 Billing Procedures – County shall be amended in its entirety to read:

The total amount of compensation due the Contractor by the County for each year of this Contract shall be computed based on the total number of universal residential units as determined by the non-ad valorem assessment roll for the particular year. Following the

non-ad valorem certification for each year of this Contract, the County and the Contractor shall, by written amendment to this Contract, set forth the actual compensation due the Contractor by the County. This annual amendment shall be completed by December 15. Compensation for solid waste collection will be based on the actual size carts utilized. If the City of Gainesville annexes a portion of the County's collection area during a fiscal year, the Contractor will continue to provide services to the residents of the annexed area under the terms of the Contract between the Contractor and the County for the remainder of the fiscal year. Subsequent to the fiscal year in which annexation occurs, the Contractor will provide services to the residents in the annexed area in accordance with this Contract.

Section 1.14.1.6. Fuel Adjustment shall be amended in its entirety to read:

A fuel adjustment surcharge will be paid to the Contractor for fuel cost increases when they exceed ten percent (10%) above the April 13, 2009 base price of \$2.20 per gallon.

This adjustment will be calculated on a monthly basis using the *Spot Prices for Low Sulfur No. 2 Diesel*, U.S. Gulf Coast, as published by the Energy Information Administration of the US Department of Energy (DOE). Each monthly fuel adjustment will reflect fuel prices in the preceding billing month. This fuel adjustment will apply to the collection of Residential Solid Waste and Recyclable Material in the City, in the universal refuse collection area and in the subscription service area, and will apply to the collection of Yard Trash and Bulk Items in the City and in the universal refuse collection area.

The fuel adjustment will not be applied to Cart Delivery and Maintenance charges as listed in the current Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule.

Section 1.17.1.2 requiring the Contractor to provide a web-based reporting system is removed.

Section 1.17.5.1.14 of Complaints not Serviced shall be amended in its entirety to read:

Failure to notify customer of alternative Bulk collection or to return for Bulk within twenty-four (24) hours exceeds 0.015% (approximately 15) of bulk services provided in a calendar month.

50.00 each case

Section 1.17.5.1.18 of Complaints not Serviced shall be amended in its entirety to read:

Exceeding time limit for pick up of White Goods, as specified herein 50.00 each case

Section 1.31.1 Termination shall be amended in its entirety to read:

1.31.1 The Contract may be terminated by the County or City in the event of breach as provided in Section 1.19, without prejudice to any other rights or remedies the City or County may have under the Contract. The Contract may not be terminated by the Contractor and the Contractor's sole remedy shall be as provided in Section 1.19.

This amendment shall take effect on the date of execution at the terms and specifications contained in the agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated September 22, 2009, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year set forth above.

ALACHUA COUNTY, FLORIDA

By: _____
Paula M. DeLaney, Chair
Board of County Commissioners

ATTEST:


J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM



Alachua County Attorney

WCA of FLORIDA, LLC

By: 

Print: Bob J. Stives
Title: Region Vice President

ATTEST:

By: Terri Brown
Print: Terri Brown
Title: Revenue Manager

RATES TO CONTRACTOR -- FY 2011-12

7/31/12 11:21 AM

MANDATORY REFUSE COLLECTION

Percentages by Cart Size

Total 20 g.	Total 35 g.	Total 64 g.	Total 96 g.	Total Units	
562	2,548	15,038	3,581	21,729	
3%	12%	69%	16%	100%	
Solid Waste					
Cost/Mon Per Unit	Cost/Mon Per Unit	Cost/Mon Per Unit	Cost/Mon Per Unit	Total/Mon all sizes	
3.90	4.00	4.50	4.95		
Total/Mon	Total/Mon	Total/Mon	Total/Mon	Total/Mon all sizes	
2,191.80	10,192.00	67,671.00	17,725.95	97,780.75	
Recycling	21,729	units		55,408.95	
Yard Waste	21,729	units		81,483.75	
Cart Fee	21,729	units		21,729.00	
		Rate/Mon.	Units	Sub-Totals (per mon.)	Sub-Totals (per yr.)
Emerald Waste Services					
20 gal. Cart		\$ 3.90	562	\$ 2,191.80	\$ 26,301.60
35 gal. Cart		\$ 4.00	2,548	\$ 10,192.00	\$ 122,304.00
64 gal. Cart		\$ 4.50	15,038	\$ 67,671.00	\$ 812,052.00
96 gal. Cart		\$ 4.95	3,581	\$ 17,725.95	\$ 212,711.40
Recycling		\$ 2.55	21,729	\$ 55,408.95	\$ 664,907.40
Yard Waste		\$ 3.75	21,729	\$ 81,483.75	\$ 977,805.00
Cart Fee		\$ 1.00	21,729	\$ 21,729.00	\$ 260,748.00
SUBTOTALS:				\$ 256,402.45	\$ 3,076,829.40
Additional charges:					
Cart changes (est.)		\$ 12.00	400	\$ 400.00	\$ 4,800.00
Fuel adjustment (est.)		7.10%		\$ 18,204.57	\$ 218,454.89
GRAND TOTAL				\$ 275,007.02	\$ 3,300,084.29