

FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT WITH GFL SOLID WASTE SOUTHEAST LLC AND WRH GAINESVILLE, LLC FOR AS-NEEDED TEMPORARY USE OF A TRANSFER STATION AND MSW HAULING, NO. (#)13375

THIS FIRST AMENDMENT ("Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County"), WRH Gainesville, LLC, a Florida limited liability corporation, with a principle business address located at 5002 SW 41st Boulevard, Gainesville, 32608 hereinafter referred to as the "Owner", and GFL Solid Waste Southeast LLC, a Foreign Limited Liability Company, with a principle business address located at 3301 Benson Drive Suite 601 Raleigh, NC 27609 hereinafter referred to as "Contractor". Collectively the County, the Owner and Contractor are hereinafter referred to as the "Parties", and the Owner and the Contractor are hereinafter collectively referred to as the "Operators".

WITNESSETH:

WHEREAS, the Parties previously entered into a Contractual Services Agreement dated September 7, 2022 to utilize the Contractors Transfer Station, identified by No. 13375 (the "Agreement"); and

WHEREAS, the County has experienced greater than expected use of the services provided by Operators; and

WHEREAS, the Parties desire to amend the Agreement to increase the Annual Not-To-Exceed Contract Amount by \$25,000.00, from \$200,000.00 to \$225,000.00.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

A. Amendment. Section #4, of the Agreement titled "Method of Payment", sub-section 4.1 is amended to read as follows:

4.1 The maximum amount that the County shall pay to the Operators SHALL NOT EXCEED Two Hundred and Twenty Five Thousand Dollars and 00/100 (\$225,000.00) each Fiscal Year ("Annual Not-To-Exceed Contract Amount"), in accordance with the per ton rate set forth in section 4.2 and the fuel cost adjustment set forth in section 4.5; and the Parties agree that no other compensation, fees, cost or expenses shall be paid by the County. For the purposes of this Agreement, a Fiscal Year shall commence on October 1 and shall extend through September 30.

B. Effective Date. This Amendment shall be effective upon execution by the Parties.

C. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

GFL SOLID WASTE SOUTHEAST, LLC

By: _____

Print: _____

Title: _____

Date: _____

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

OWNER

WRH GAINESVILLE, LLC

By: 
Print: Todd Strong
Title: Regional Vice President
Date: 4/14/23

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.