

AMENDMENT NUMBER ONE TO THE LANDFILL OPERATIONS SERVICE AGREEMENT

THIS AMENDMENT NUMBER ONE TO THE LANDFILL OPERATIONS SERVICE AGREEMENT (this "Amendment") is made and entered into as of [July 9, 2020], 2020, by and between Advanced Disposal Services Solid Waste Southeast, Inc. Ponte Verdra, Florida ("Contractor") and Pinellas County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"). Contractor and the County are referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Service Agreement (as defined below).

RECITALS

WHEREAS, the Landfill Operations Service Contract (Service Agreement) was awarded to Contractor on June 19, 2018 (Contract No. 167-0517-P(LN)).

WHEREAS, the Service Agreement has a provision that assigns responsibility to the County for the Chemical Treatment of undesirable aquatic plant species ("UAPS") within the Bridgeway Acres Landfill.

WHEREAS, UAPS shall mean aquatic plants which if left untreated would overgrow and inhibit desired water flow within the Project Limits.

WHEREAS, Chemical Treatment shall mean the use of herbicide in the canals, ditches and ponds within the Project Limits that is selective and effective to the UAPS being targeted, non-toxic to aquatic systems and used in accordance with all applicable laws/regulations/permits.

WHEREAS, the Project Limits shall include Bridgeway Acres, Sod Farm and Toytown within the confines of the slurry wall.

WHEREAS, the previous contract Chemical Treatment of UAPS was provided at an additional cost to the Solid Waste Department.

WHEREAS, the current County contract for Chemical Treatment of aquatic plants does not include the Solid Waste Department.

WHEREAS, it is preferred by the County to assign responsibility to the Contractor for providing chemical treatment of aquatic plants within the operating areas of the Solid Waste Department including, Bridgeway Acres, the Sod Farm, and Toytown Landfill.

WHEREAS, the Contractor will provide for the maintenance cleaning of all sumps/grease traps associated with the onsite Truck Wash facility.

WHEREAS, the Contractor agrees to accept the additional responsibilities for the Chemical Treatment of aquatic plants and maintenance cleaning of the onsite Truck Wash sumps/grease traps at no additional cost to the County.

WHEREAS, Exhibit A, Statement of Work, 12. Maintenance of Vegetation of the Service Agreement is to be amended to provide these additional services for Chemical Treatment.

WHEREAS, Exhibit A, Statement of Work, 4. BWA Landfill Maintenance of the Service Agreement is to be amended to provide these additional services for cleaning of sumps/grease traps associated with the Truck Wash facility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the Parties contained in this Amendment and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, Contractor and the County do hereby covenant and agree as follows:

1. Chemical Treatment shall only be used for spot treatment of UAPS when observed to be growing within the Project Limits and if left untreated would overgrow and inhibit water flow.
2. Contiguous areas of established UAPS greater than 900 square feet will be mechanically removed prior to spot treatment.
3. Application of Chemical Treatment shall be applied within the Project Limits by a Florida Licensed Aquatic Herbicide Applicator in accordance with applicable laws/regulations/permits.
4. County will retain the right to discontinue Chemical Treatment of UAPS at any time and for any period if it is determined by the County that Chemical Treatment is negatively impacting the processing of water at the on-site Industrial Water Treatment Plant or as determined by laboratory testing. As a result of discontinuation of Chemical Treatment the Contractor will be required to maintain UAPS through other means such as mechanical removal or change to a different formulation that is compatible with site water quality standards.
5. The Contractor shall clean out all sumps/grease traps associated with the onsite Truck Wash every six-months or more frequently as needed to ensure they continue to function as designed. All material removed from the sumps/grease traps shall be disposed at the Bridgeway Acres Landfill.
6. All waste from the sumps shall be transported directly to the class 1 landfill bypassing the scales. The waste shall not be transported or mixed with waste collected from outside bridgeway acres prior to servicing the Truck wash. The Contractor will not be charged nor paid for the disposal of this material because the material recovered from the sumps/grease traps is assumed to have already been charged and paid when it originally arrived on site as waste.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed in its name by a duly-authorized person and has caused its seal to be affixed to this Amendment.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator



By: _____

Name: Barry S. Burton

Title: County Administrator

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

By: Joseph Morresey

Name:

Title:

ATTEST:

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

[Seal]

By: _____

Name: John P. Pappalardo

Title: PRESIDENT

Melissa Brentlinger
Witness

[Signature]
Witness

Witness