

**FIRST AMENDMENT  
TO AGREEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) to Agreement is made and entered into this **7<sup>th</sup> day of March, 2007** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **World Waste Services, Inc.** (the “Contractor”).

**WITNESSETH**

**WHEREAS**, the City and the Contractor entered into that certain Agreement to furnish **Professional Services dated February 15, 2006 (Resolution 06-11118)** (the “Original Agreement”) **to provide hauling and disposal of self-contained roll-off containers and compactors** (‘Project’); and

**WHEREAS**, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional services by the Consultant **in an increased annual amount not-to-exceed \$97,625.00 to perform additional hauling services for roll-off and compactor containers for the remainder of the contract period (February 7, 2009, with the City’s option to renew for two additional one-year periods)** (‘Project’).
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same

instrument.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

**CITY:**

**ATTEST:**

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**WORLD WASTE SERVICES, INC.**

\_\_\_\_\_  
witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Amendment to agreement

City of Naples



## INVITATION TO BID

CITY OF NAPLES  
PURCHASING DIVISION  
270 RIVERSIDE CIRCLE  
NAPLES, FL 34102

PH: 239-213-7100      FX: 239-213-7105

MAILING DATE	TITLE	NUMBER:	CLOSING DATE & TIME
12/19/05	HAULING & DISPOSAL OF SELF-CONTAINED ROLL-OFF CONTAINERS AND COMPACTORS	045-06	2:00PM; 01/13/06
PRE-BID DATE, TIME AND LOCATION: Non-Mandatory Pre-Bid Meeting on Wednesday, January 4, 2006, @ 2:00PM, @ 50 Riverside Circle			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL	IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE
World Waste Services, Inc.	
MAILING ADDRESS	
4701 NW 35 Ave.	
CITY-STATE-ZIP	
Miami, FL 33142	
PH: 866-WORLD44 (866-967-5344)	EMAIL: edamaso@worldwasteservices.com
FX: 305-633-8226	WEB ADDRESS: www.worldwasteservices.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
<i>Eileen Damaso</i>	1/13/06	Eileen Damaso, Government Affairs
Please initial by all that apply I acknowledge receipt of the following addendum		
Addendum #1	Addendum #2	Addendum #3
		Addendum #4

## Bid Schedule

Furnish all labor, supervision, equipment, etc., to properly Haul compactors of all types from various businesses within the City of Naples to the Collier County Landfill or other designated locations within Collier County.

\$125.00/ Haul X 1,500 Hauls = \$187,500.00

Furnish all labor, supervision, equipment, etc., to properly haul Open-top containers within the City of Naples to Collier County Landfill or other locations within Collier County.

\$125.00/ Haul X 150 Hauls = \$18,750.00

Furnish all labor, supervision, equipment, etc., to properly haul Open-top containers for the City of Naples Solid Waste Division to the Collier County Landfill or other locations within Collier County.

\$125.00/ Haul X 50 Hauls = \$6,250.00

GRAND TOTAL BID \$ 212,500.00

Furnish all labor, supervision, equipment, etc to properly wash Compactors and/or containers

PRICE PER WASH \$ 100.00

**IN AN INCREASED ANNUAL AMOUNT NOT-TO-EXCEED \$97,625.00**