

FIRST AMENDMENT TO CORRECTIVE AGREEMENT FOR RECYCLABLES PROCESSING SERVICES BETWEEN THE CITY OF FORT LAUDERDALE AND SUN RECYCLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BERGERON ENVIRONMENTAL AND RECYCLING, LLC A FLORIDA LIMITED LIABILITY COMPANY, JOINTLY AND SEVERALLY, d/b/a SUN-BERGERON, JV

THIS FIRST AMENDMENT TO CORRECTIVE AGREEMENT FOR RECYCLABLES PROCESSING SERVICES BETWEEN THE CITY OF FORT LAUDERDALE AND SUN RECYCLING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BERGERON ENVIRONMENTAL AND RECYCLING, LLC A FLORIDA LIMITED LIABILITY COMPANY, JOINTLY AND SEVERALLY, d/b/a SUN-BERGERON, JV, ("First Amendment"), made and entered into this ____ day of _____, 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Sun Recycling LLC, a Florida limited liability company, and Bergeron Environmental and Recycling, LLC, a Florida limited liability company, jointly and severally, d/b/a Sun-Bergeron, J.V., ("Contractor"), whose address is 2380 College Avenue, Davie, FL 33317.

WHEREAS, on July 2, 2013, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for recyclables processing services; and

WHEREAS, on January 7, 2014, the City Commission of the City of Fort Lauderdale approved a corrective agreement with Contractor for recyclables processing services ("Corrective Agreement"),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree to amend the Corrective Agreement as follows:

1. Any adjustment to the composition percentages provided in the Bid Schedule for Recyclables Processing pursuant to Section 3.5.1.2 of the City of Deerfield Beach Agreement shall be reversed effective March 1, 2015, in the event an equivalent composition study for the City of Coral Springs, Florida, pursuant to the same provision, is not completed and implemented on or before March 1, 2015.
2. Section 3.o. of the Corrective Agreement is amended to provide as follows:

Section 2 – Standard Terms and and General Conditions is not applicable.
3. Section 3.r. of the Corrective Agreement is amended to provide as follows:

Section 4.2.1 replace the second sentence with the following:
The City will only consider a Contractor whose proposed Designated Recycling Facility is located within a fifteen (15) mile driving distance of the City's City Hall and that is operational at the time of Bid submission.
4. Section 3.s. of the Corrective Agreement is amended to provide as follows:

Section 4.3.1 replace the first sentence with the following:

Beginning on the Commencement Date, to the extent consistent with the corresponding contract, the City shall direct the City's Contract Hauler, and also City collection vehicles to deliver all Program Recyclables to the Designated Recycling Facility during the scheduled receiving hours specified herein.

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST:

Sun Recycling, LLC

By: _____
Print Name: _____

By: _____
Print Name: _____
Title Managing Member

(Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as managing member for Sun Recycling, LLC, a Florida limited liability company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTEST:

Bergeron Environmental and Recycling, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title

Managing Member

(Seal)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as managing member for Bergeron Environmental and Recycling, LLC, a Florida limited liability company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____