

FIRST AMENDMENT TO CONTRACT

This First Amendment to Contract is entered into this _____ day of _____, 2014, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and Waste Management Inc. of Florida, a Florida corporation (hereinafter "WMI").

WITNESSETH

WHEREAS, on the 6th day of May, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-134, selecting the response of WMI to Invitation to Bid #14-009, which was the lowest responsive bid for the 2-1-1 service option, commercial solid waste franchise, recyclables/yard waste processing and transfer station operation; and

WHEREAS, CITY and WMI entered into a Contract on the 25th day of June, 2014, (the "Contract"), pertaining to the collection, transfer and disposal of solid waste and recyclable materials and transfer station operation; and

WHEREAS, the said Contract includes a provision requiring WMI to collect solid waste from residential units twice each week; and

WHEREAS, CITY and WMI desire to amend the Contract to provide for the collection of solid waste from residential units once each week, also referred to as the 1-1-1 service option; and

WHEREAS, WMI's response to Invitation to Bid #14-009 for the 1-1-1 service option, commercial solid waste franchise, recyclables/yard waste processing and transfer station operation was the lowest responsive bid received.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and WMI agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

Section 1: The first sentence of paragraph 5.2.1 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contractor shall collect unlimited Solid Waste from Residential Units receiving curbside service once per week in City-provided and Contractor-maintained Garbage Carts equipped with RFID technology.

Section 2: Exhibit 1 attached to the Contract, pertaining to Service Rates, is hereby deleted in its entirety and replaced with Exhibit 1(A), which is attached hereto and incorporated by reference.

Section 3: Except as modified herein, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Jim Scholl, City Manager

ATTEST:

Cheryl Smith, City Clerk

WASTE MANAGEMENT INC. OF
FLORIDA

By: Charles D. Dees III
Charles D. Dees III, Vice President

Witness

Witness