

RESOLUTION NO. 16-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "SECOND AMENDMENT TO CONTRACT" INCLUDING EXHIBIT 4(A), BETWEEN THE CITY AND WASTE MANAGEMENT, INC. OF FLORIDA ("WMI"); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 14-134, the City Commission approved a contract with Waste Management, Inc.; and

WHEREAS, in Resolution No. 14-254, the City Commission approved Amendment Number 1 to the Contract; and

WHEREAS, the parties desire to amend the contract to improve reporting to the City, and agree on terms for delivery and specification for carts; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "Second Amendment to Contract," including Exhibit 4(A), between the City and WMI is hereby approved.

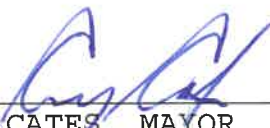
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this
2nd day of February, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission
on 3rd day of February, 2016.

Filed with the Clerk on February 3, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract is entered into this 2nd day of February, 2016 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, on the 4th day of September, 2014, the City Commission of the City of Key West, Florida, passed Resolution No. 14-254, approving the First Amendment to Contract (the First Amendment"), which amended the first sentence of paragraph 5.2.1 of the Contract and replaced Exhibit 1 to the Contract with Exhibit 1(A); and

WHEREAS, CITY and WMI desire to amend certain additional provisions of the Contract.

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 amended to remove the phrase "equipped with RFID technology".

Section 2: The first two sentences of paragraph 5.2.2 of the Contract is hereby amended to remove the phrases "equipped with RFID technology".

Section 3: The first sentence of paragraph 8.1.1 of the Contract is hereby deleted in its entirety and replaced with the following:

The City shall provide each curbside Residential Unit with a Garbage Cart and Recycling Cart. The Contractor will accept delivery, assemble, and deliver new carts to Residents.

Section 4: The first sentence of paragraph 8.1.2 of the Contract is hereby deleted in its entirety and replaced with the following:

Prior to the Commencement Date and in accordance with the transition plan, the Contractor shall provide Recycling Bin(s) to Residential Units with space limitations as determined by the City.

Section 5: The first sentence of paragraph 8.3.2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contractor shall provide storage for the inventory of City-provided Garbage and Recycling Carts.

Section 6: The first sentence of paragraph 8.3.7 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contractor shall bear the cost of repairing or replacing all Carts and Containers.

Section 7: Paragraph 9.3.1 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contractor shall provide and maintain a software service verification system that is GPS map based that can show real time locations and routes and store past locations and routes. The software shall be capable of showing and tracking routes and stops and any other helpful information such as set out rates or contamination problems. The contractor is responsible for all associated software costs and maintenance.

Section 8: Paragraph 9.3.2 of the Contract is hereby deleted in its entirety and replaced with the following:

Service verification software shall be capable of providing map-based location visibility of collection vehicles operated in real time, and shall be able to generate reports as needed based on container service activity including, but not limited to, collection and non-collection events, and setout rates. Variables and fields used to supply and manage this information shall include, but is not limited to:

- a. Container type (Garbage Cart, Recycling Cart, or Yard Waste)
- b. Collection event date and time
- c. Customer ID and address
- d. Serial number
- e. Route and truck information
- f. Other information as requested by the City Representative

Section 9: Subparagraphs (a) through (g) of paragraph 9.3.3 of the Contract are hereby deleted in their entirety and replaced with the following:

- a. Work order number, date, and status
- b. Container type (Garbage Cart or Recycling Cart)
- c. Customer ID and address
- d. Container serial number, new and old if replacement is required
- e. Route information
- f. Other information as requested by the City Representative

Section 10: Paragraph 9.10.2 of the Contract is hereby deleted in its entirety and replaced with the following:

The Contractor shall provide and maintain in proper operating condition a service verification system.

Section 11: Paragraph 10.1.5 of the Contract is hereby deleted in its entirety and replaced with the following:

Weekly, the Contractor shall provide the City Representative a summary of all complaints and Contractor responses to all complaints and non-collection information.

Section 12: Paragraph 12.2.1 of the Contract is hereby deleted in its entirety and replaced with the following:

Weekly Report: Weekly, the Contractor shall electronically notify the City Representative, which may include use of the service verification system reports when appropriate, a summary of complaint information as specified in Article 10 including non-collection as specified in Article 9.6.

Section 13: Subparagraph (b) of paragraph 12.2.2 of the Contract is hereby deleted in its entirety and replaced with the following:

- b. A summary of incidences of property damage to public or private property by the Contractor as a result of Collection Services as specified by paragraph 10.2.

Section 14: Exhibit 4 attached to the Contract, pertaining to Container Specifications, is hereby deleted in its entirety and replaced with Exhibit 4(A), which is attached hereto and incorporated by reference.

Section 15: 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: JK Scholl
Jim Scholl, City Manager



ATTEST:

Cheryl Smith
Cheryl Smith, City Clerk

WASTE MANAGEMENT INC. OF
FLORIDA

By: _____
Timothy B. Hawkins, President

Witness

Witness

SEE NEXT PAGE FOR ADDITIONAL SIGNATURES

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



Witness

By: 

Timothy B. Hawkins, President



Witness

EXHIBIT 4(A) – CONTAINER SPECIFICATIONS

The specifications herein describe the minimum acceptable features and performance requirements for Garbage and Recycling Carts.

GARBAGE AND RECYCLING CARTS	
Body Quality	• Carts must be made from stress free Advanced Rotational Molding or injection- molding • Smooth interior surface, free from crevices, recesses, projections, and obstructions • Reinforced rim to add structural strength and stability, and to provide a flat surface for lid closure • Wall thickness of 0.175” throughout body, minimum of 0.14”; 0.185” at critical wear points including bottom, handle, and left mechanism • Cart bottom made with reinforced base and molded-in wear strip • Cart lid attachments must be constructed of weather resistant plastic • Wheels shall be at least 10” in diameter and 1.75” wide with knobby treads
Construction Material	• 20% Recycled content minimum • Off-spec or wide spec material and dry-blending of material is not acceptable
Size (Capacity)	• 32 Gallons • 35 Gallons • 64 Gallons • 65 Gallons • 95 Gallons • 96 Gallons
Colors	• Non-fading ultra violet stabilized • Exact color codes to be approved by the City
Markings	• Unique serial numbers permanently marked or barcoded on the front face of the cart body. • Commercial/ Non-curbide Residential / Special Event Carts: Contractor logo hot stamped on each side, letters not to exceed 1½” in height • Curbide Residential Carts: Shall match existing design (City-provided) • In-mold labeling; City will provide detail
Load Rating	• Minimum of 3.5 lbs. per gallon; conforming to ANSI Standard Z245.30
Warranty	• Minimum 10 years
Lift Systems	• Must be compatible with American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for up to a 96 gallon cart • Lower bar be galvanized metal 1” in diameter and must come pre-installed • Bolted on bars are not acceptable
Standards	• ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” carts



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: James Scholl, City Manager

FROM: John Paul Castro, Utilities Director

CC: Greg Veliz, Assistant City Manager
Sarah Spurlock, Assistant City Manager

DATE: December 22, 2015

SUBJECT: Amending the City's Contract with Waste Management Inc., Resolution 14-134, and Adding Exhibit 4(A) to Improve Reporting, Allow for Cart Delivery, and Update Cart Specifications.

ACTION STATEMENT:

Staff requests amendment 2 to the contract with Waste Management Inc. (WMI), resolution 14-134, and addition of exhibit 4(A), to improve reporting to the City, agree on WMI delivery of city carts, and update cart specifications to allow multiple vendors.

BACKGROUND:

In 2014 the city advertised an Invitation to Bid (ITB) for solid waste and recycling collection and hauling services. The commission approved WMI's proposal for those services via resolution 14-134. Amendment 1 was approved September 3rd, 2014.

PURPOSE & JUSTIFICATION:

City staff requests a 2nd amendment to the contract resolution 14-134 to improve on reporting and change cart delivery and specifications.

The city would like to remove the requirement for RFID technology. This is an added cost to each cart but also carries a \$10k per year software maintenance and equipment charge. The carts come with serial numbers and are registered to an address when delivered. Also, WMI maintains a GPS mapping system that tracks all trucks at all times. The history of those tracks can be replayed as they are recorded.

The original contract required cart specifications of extreme detail that eliminated multiple vendors and dictated construction methods. Most importantly the contract called for injection molding, leaving the city unable to purchase carts from a vendor with roto-molding technology.

Added to the contract in agreement with WMI is the trickle out delivery of trash carts. If the city were to order the full load of residential waste carts there would be an immediate delivery of 11,000 carts on the streets (added to the 22,000 in trash/recycle currently). WMI has agreed to accept, assemble, and replace carts throughout the city as needed over a 2 year span (if necessary). The old carts will be taken and disposed of. WMI has also agreed to deliver the carts at no cost to the city, saving approximately \$33,000 on the purchase.

Other changes include the addition of weekly reporting. This helps the solid waste coordinator follow up in a timely manner and stay aware of missed pick-ups, special requests, broken carts, etc.

OPTIONS:

1. The City Commission can elect to approve staff's recommendation for amending the WMI contract as put forth in its entirety.
2. The City Commission can elect to approve portions of the recommended amendment of the WMI contract as they see fit.
3. The City Commission may elect to keep the WMI contract as is with no further changes.

FINANCIAL IMPACT:

There will be no increased cost's due to any of the amendments. The city could realize a savings of approximately \$33,000 with the approval of WMI delivery of the city's new trash carts.

RECOMMENDATION:

City Staff recommends the City Commission select Option 1; The City Commission approve staff's recommendation for amending the WMI contract as put forth in its entirety.

RESOLUTION NO. 14-254

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIRST AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION AND PROCESSING SERVICES BETWEEN THE CITY AND WASTE MANAGEMENT OF FLORIDA, INC. (WMI); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO CONTRACT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 6, 2014, the City Commission awarded the bid of Waste Management Inc. (WMI) of Florida in response to ITB 14-009, and on June 25th a Contract was executed for the collection, transfer and disposal of solid waste and recyclable materials and transfer station operation; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached "First Amendment to Contract" between the City and WMI is hereby approved.

Section 2: That the City Manager, upon the advice and consent of the City Attorney, is authorized to execute the attached First Amendment to Contract.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of September, 2014.

Authenticated by the presiding officer and Clerk of the Commission on September 4, 2014.

Filed with the Clerk September 4, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Absent</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>No</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>No</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

FIRST AMENDMENT TO CONTRACT

This First Amendment to Contract is entered into this 3rd day of September, 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:

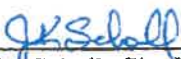
The Contractor shall collect unlimited Solid Waste from Residential Units receiving curbside service once per week in City-provided and Contractor-maintained Garbage Carts equipped with RFID technology.

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: 
Timothy B. Hawkins, President


Witness

Witness

EXHIBIT 1 – SERVICE RATES

COLLECTION SERVICES

Option 1.		Option 2.	
Residential Units	\$/Unit/Mo	Residential Units	\$/Unit/Mo
Solid Waste (1 x week)	\$8.52	Solid Waste (2 x week)	
Recycling (1 x week)	\$2.46	Recycling (1 x week)	
Yard Waste (1 x week)	\$2.53	Yard Waste (1 x week)	
Bulk Waste (on-call)	<i>Included in Solid Waste</i>	Bulk Waste (on-call)	<i>Included in Solid Waste</i>
Total	\$13.51	Total	

Special Services	Rate
Yard Waste Clean up	\$ 20.00 per cubic yard (includes disposal)
Bulk Waste Clean up	\$ 20.00 per cubic yard (includes disposal)

Residential Container Services	Fee
Curbside Container Exchange (after 1 free exchange per Container type per year)	\$30.00
Additional Garbage Cart fee	\$60.00
Additional Recycling Cart fee	\$0.00