

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract is entered into this _____ day of _____, 201_, 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 an 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: _____
Jim Scholl, City Manager

ATTEST:

Cheryl Smith, City Clerk

WASTE MANAGEMENT INC. OF
FLORIDA

By: _____
Timothy B. Hawkins, President

Witness

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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 20% Recycled content minimum • Off-spec or wide spec material and dry-blending of material is not acceptable
Size (Capacity)	<ul style="list-style-type: none"> • 32 Gallons • 35 Gallons • 64 Gallons • 65 Gallons • 95 Gallons • 96 Gallons
Colors	<ul style="list-style-type: none"> • Non-fading ultra violet stabilized • Exact color codes to be approved by the City
Markings	<ul style="list-style-type: none"> • Unique serial numbers permanently marked or barcoded on the front face of the cart body. • Commercial/ Non-curbside Residential / Special Event Carts: Contractor logo hot stamped on each side, letters not to exceed 1½” in height • Curbside Residential Carts: Shall match existing design (City-provided) • In-mold labeling; City will provide detail
Load Rating	<ul style="list-style-type: none"> • Minimum of 3.5 lbs. per gallon; conforming to ANSI Standard Z245.30
Warranty	<ul style="list-style-type: none"> • Minimum 10 years
Lift Systems	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” carts