

Grants & Contracts - Transmittal Memo

DATE: January 14, 2019

FROM: Purchasing Division, Contracts

TO: Jamie Bailey

CONTRACT #: 9675

VENDOR: WCA of Florida, LLC

DESCRIPTION: #9675 WCA of Florida, LLC 5th Amendment for solid waste, recyclable materials and yard trash collection, GMW, retroactive pay
BID 15-21

APPROVED BY: Board of County Commissioners

APPROVAL DATE: January 8, 2019

RECEIVED ON: January 14, 2019

TERM START: January 8, 2019

TERM END: September 30, 2021

AMOUNT: NTE \$3,538,257.48

RFP/BID #: 15-21

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**FIFTH AMENDMENT TO AGREEMENT #9675
BETWEEN ALACHUA COUNTY AND WCA OF FLORIDA, LLC
FOR SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH COLLECTION**

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 8th day of January, 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and WCA of Florida, LLC, hereinafter referred to as "Contractor" (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the Solid Waste, Recycled Materials and Yard trash Collection Renewal Agreement dated April 22, 2014 (the "Collection Agreement"), for the period April 22, 2014 through September 30, 2021; and

WHEREAS, the Parties made and entered into the First, Second, Third, and Fourth Amendments to the Collection Agreement on December 9, 2014, November 10, 2015, August 22, 2017, and March 13, 2018, respectively; and

WHEREAS, the Parties wish to amend the Collection Agreement again, in accordance with section 1.11.1.3 of Attachment B, General and Technical Specifications, of the Collection Agreement, to reflect the amount due the Contractor for the County's Fiscal Year 2018-2019 based on the total number of Universal Collection Area Residential units as determined by the 2018 Certification of Non-ad Valorem Assessment Roll; and

WHEREAS, the Parties also wish to provide for an adjustment to the compensation due to the Contractor for the costs associated with the Alachua County Government Minimum Wage Ordinance during the Fiscal Year 2018-19.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference and shall be deemed an integral part of this Fifth Amendment, and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Collection Agreement as follows:

1. The recitals above are true and correct and incorporated herein.

2. The total number of Universal Collection Area residential units, by cart size, for Fiscal Year 2018-19 certified to the Alachua County Tax Collector for the 2018 Non-ad Valorem Assessment Roll are in the table below.

<u>Cart Size</u>	<u>Number of Units</u>
Mini	562
35 gallons	2,981
64 gallons	16,144
96 gallons	3,881
Total Units	23,568

The maximum indebtedness of the County to the Contractor for Fiscal Year 2018-2019 under this Agreement, as based on the total number of Universal Collection Area residential units determined by the 2018 Non-ad Valorem Assessment Roll (total unit count of 23,568), shall not exceed \$3,776,896.37, plus additional service charges, and the compensation adjustment related to Contractor's increased cost associated with the County Minimum Wage Ordinance, as more particularly described in paragraph 3, below. The Retroactive Compensation due to the Contractor for the period of October 1, 2018 through December 31, 2018, as a result of adjusting the total number of Universal Collection Area residential units, is \$60,136.72. Contractor shall add, as a line item to its January 2019 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment to Universal Collection Area Residential Units for the Period October 1, 2018 through December 31, 2018: \$60,136.72.** Commencing with its February 2019 invoice to County, the amount charged to the County in each monthly invoice shall be \$314,741.36, plus additional service charges, and the compensation adjustment related to the Contractor's increased cost associated with the County Minimum Wage Ordinance, until the Parties amend the Collection Agreement again in accordance with the provisions of Section 1.11.1.3 of Attachment B to the Collection Agreement.

3. Fiscal Year 2018-2019 Compensation Adjustments related to the County's Minimum Wage Ordinance. The Alachua County Government Minimum Wage for Fiscal Year 2018-19 is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour, and \$15.60 per hour when health benefits are not provided by the employer. Contractor is entitled to the amount of \$50,050.00 as a compensation adjustment for costs associated with the Wage Ordinance for the period of October 1, 2018 through September 30, 2019. This is in addition to the previous \$98,241.00 compensation adjustment approved for the Fiscal Year 2016-17 term and the \$39,749.00 compensation adjustment approved for Fiscal Year 2017-18. The total due to the Contractor as a compensation adjustment for Fiscal Year 2018-19 is \$188,040.00. The Retroactive Compensation due to the Contractor for the period of October 1, 2018 through December 31, 2018, as a result of adjusting Contractor's cost to comply with the Wage Ordinance, is \$12,512.50. Contractor shall add, as a line item to its January 2019 monthly invoice to County, the following line item: **Lump Sum Compensation for Adjustment for Costs Associated with Wage Ordinance for the Period October 1, 2018 through December 31, 2018: \$12,512.50.** Commencing with its February 2019 invoice to County, the amount charged to the County in each monthly invoice shall be \$15,670.00 until the Parties amend the Collection Agreement again in accordance with the provisions of Section 1.11.1.3 of Attachment B to the Collection Agreement. Commencing with its February 2019 invoice to the County, the Contractor shall add, as a line item to each regular monthly invoice that it submits to the County, the following:

“Monthly Minimum Wage Compensation Adjustment: \$15,670.00.”

4, This Fifth Amendment shall take effect upon the date of execution by both Parties.

5. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Collection Agreement, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut, IV
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: 01/08/2019

ATTEST:
Jess Irby
J.K. “Jess” Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM
[Signature]
Alachua County Attorney's Office

WCA OF FLORIDA, LLC

ATTEST
By: Lorri Brown
Print: Lorri Brown
Title: Office Manager

By: Matt Spencer
Print: Matt Spencer
Title: SUP Ops
Date: 12/4/18

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF THE CONTRACTOR IS A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED WCA of Florida, LLC 1330 Post Oak Blvd. 7th Floor Houston TX 77056 USA	INSURER A: Lexington Insurance Company	19437
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: Commerce & Industry Ins Co	19410
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570073656393** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			014180816 SIR applies per policy terms & conditions	08/01/2018	08/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2820280	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments Lia \$5,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			020572923	08/01/2018	08/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC018325550 AOS WC018325551 FL	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570073656393

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Alachua County Board of County Commissioners Alachua County Board of County Commissioners, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile and Umbrella policies.

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners PO Box 939 Gainesville FL 32602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc</i>
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WCA of Florida, LLC

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of ^{Managers} Directors ("Directors") of WCA of Florida, LLC, a
(Insert name of company),
ce Delaware limited liability ^{company} ~~corporation~~ (the "Corporation"), at a duly and properly
(Insert state of Incorporation)
held meeting on the 2nd day of August, 2018, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing ^{limited liability company} ~~corporation~~ in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting alone, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

TITLE

William K Caesar

President

Bob Shinas

Regional Vice President

Michael A. Roy

Vice President, General Counsel & Secretary

Matt Spencer

Vice President

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto ~~affixed the corporate seal~~ of the above-named Corporation this 2nd day of October, 2018, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

~~(Corporate Seal)~~

NA

Secretary of the Corporation

By: 

Michael A. Roy

(Print Secretary's Name)

Manager's Talking Points

January 8, 2019

Consent Agenda

Title: Fifth Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement between Alachua County and WCA of Florida, LLC

- Increase house count by 191 units, for a total of 23,568 units.
- A contractual rate increase of 6% occurred beginning Oct. 1, 2018.
- Total increase from FY2017-18 of \$240,546.89 for FY2018-2019.
- In addition, WCA of Florida, LLC is entitled to \$188,040.00 as a compensation adjustment for costs associated with compliance with the Alachua County Government Minimum Wage requirements.
- Total contract value after increase is \$3,776,896.37 plus other additional changes as agreed upon in the original Agreement. This would include expenses for cart changes.



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor**

12 SE 1st Street

January 8, 2019 BoCC Regular Meeting 9:00AM

Agenda Item #49.

Agenda Item Name:

Fifth Amendment to Agreement #9675 Between Alachua County and WCA of Florida, LLC for Solid Waste ,
Recyclable Materials, and Yard Trash Collection

Presenter:

Patrick Irby

Item Description:

This Fifth Amendment to the Agreement for curbside collection of solid waste, recyclable materials, and yard trash updates the number of households serviced and the amount owed to the Contractor based on the certified unit count. This Amendment also includes an increase in the contract to cover the Alachua County Government Minimum Wage Requirements.

Recommended Action:

Approve the Fifth Amendment to Agreement #9675 Between Alachua County and WCA of Florida, LLC for Solid Waste, Recyclable Materials, and Yard Trash Collection.

Prior Board Motions

On April 22, 2014, the County entered into a Renewal Agreement with WCA of Florida, LLC for the curbside collection of solid waste, recyclable materials, and yard trash effective through September 30, 2021. The First Amendment to Agreement adjusted the unit count for Fiscal Year 2014-2015, and was approved on December 9, 2014. The Second Amendment to Agreement adjusted the unit count for Fiscal Year 2015-2016, and was approved on November 10, 2015. The Third Amendment to Agreement was approved on July 11, 2017, and it adjusted the unit count and also made a compensation adjustment to account for the increase to the Minimum Wage Ordinance. The Fourth Amendment to Agreement was approved on March 13th, 2018, and it adjusted the unit count and also made a compensation adjustment to account for the increase to the Minimum Wage Ordinance.

Fiscal Consideration:

The collection of curbside solid waste is funded through a non-ad valorem assessment. There is \$5,250,000 budgeted in account 148.76.7600.534.43.00 and amendment increases contract amount by \$290,593.89. There is currently \$1,649,490.60 in available budget to cover increase.

Background:

This is the Fifth Amendment to Agreement #9675 Between Alachua County and WCA of Florida, LLC for

Solid Waste, Recyclable Materials, and Yard Trash Collection. This amendment updates the number of households serviced and the amount owed to the Contractor based on the certified unit count. This amendment also includes an increase in the contract amount to cover the Alachua County Minimum Wage Ordinance requirements.

The amount owed to WCA of Florida, LLC for collection services is based upon the total number of universal collection area residential units as determined by the certified Non-Ad Valorem Assessment Roll. This unit count must be updated annually following certification of the assessment roll. The FY 2017-2018 contracted amount of \$3,536,349.48 is amended to add 191 units, and incorporate the contractually scheduled rate increase, at an additional cost of \$240,543.89 for a total of \$3,776,896.37 for FY 2018-2019. In addition, WCA of Florida, LLC is entitled to \$50,050.00 as a compensation adjustment for costs associated with compliance with the Alachua County Government Minimum Wage requirements for the period of October 1, 2018, through September 20, 2019.