

**CITY OF KEY WEST**

**CONTRACT TO PROVIDE  
SOLID WASTE COLLECTION AND PROCESSING SERVICES  
AND OPERATION OF THE TRANSFER STATION**



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## CONTRACT

THIS CONTRACT made and entered into this 25 day of June, 2014, by and between the City of Key West, a Florida municipal corporation (the "City") and Waste Management, Inc. of Florida, a Florida corporation (the "Contractor").

## WITNESSETH

WHEREAS, it is in the best interest of the City to have all of the solid waste present in its corporate limits regularly collected and disposed of at appropriate locations; and

WHEREAS, the State of Florida recommends those Recyclables be collected and recycled, and has set a recycling goal of seventy-five percent (75%) as defined by Chapter 403, Florida Statutes; and

WHEREAS, the City of Key West passed Resolution 12-253, thereby adopting a Solid Waste Policy Statement including a three-tiered recycling goal (25%, 40%, 75%) in efforts to develop an environmentally and economically sustainable solid waste management system that maximizes waste diversion; and

WHEREAS, the City desires to receive, and the Contractor desires to provide, services for the collection of the City's solid waste and operation of the City's transfer station; and

WHEREAS, the City desires to have, and the Contractor desires to be, an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan dated August 2012; and

WHEREAS on January 9, 2014 the City published an Invitation to Bid for Solid Waste Collection and Processing Services No. 14-009 for the purposes of selecting a Contractor to provide such services; and

WHEREAS the bid submitted by the Contractor was deemed by the City to be in the best interests of the City; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1. TERM

#### 1.1 Effective and Commencement Dates

The Effective Date of this Contract is the date the Contract is executed and has been signed by both the City and Contractor. The Commencement Date is the date that Collection Services and Transfer Station Operation Services required pursuant to this Contract commence, or January 1, 2015.

#### 1.2 Initial Term

The term of this Contract shall be seven (7) years beginning on the Commencement Date, January 1, 2015, and terminating December 31, 2021.

#### 1.3 Renewal Option

At the option of the City, the Contract may be renewed for up to two (2) additional term(s) of four (4) years each under the same terms and conditions as the initial term, including amendments, subject to approval by the City Commission. To be considered eligible for contract renewal, the Contractor shall meet commercial recycling targets as specified by Article 13. The City will also consider performance history, including complaints and participation by the Contractor in community partnership activities that promote waste diversion in accordance with the City's Solid Waste Master Plan.

## ARTICLE 2. DEFINITIONS

In addition to all the words and terms defined herein, the following initially capitalized words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context. The masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number. The word "person" shall include corporations and associations, including public bodies, as well as natural persons.

**Acceptable Waste:** Solid Waste, Bulk Waste, Yard Waste, Recyclables, C&D Debris, and Tires that are accepted at the City Transfer Station.

**Applicable Law:** All applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Contract.

**Biological Waste:** Solid Waste that causes or has the capability of causing disease or infection and include, but is not limited to bio-hazardous waste, diseased animals, and other wastes capable of transmitting pathogens to humans or animals.

**Bulk Waste:** Solid Waste that consists of household refuse such as appliances, other white goods, furniture, or other items too large to be collected as part of regularly scheduled Solid Waste collections.

**City:** The City of Key West, Florida, a Florida municipal corporation, acting through the City Commission, City Manager or City Representative as the case may be.

**City Commission:** City Commission of the City of Key West, Florida.

**City Manager:** The person designated as the City Manager, by the City of Key West, Florida.

**City Representative:** The person designated in writing, by the City Manager, to act on behalf of the City as its authorized representative in dealing with the Contractor under this Contract

**City Transfer Station:** The City of Key West City Transfer Station located at 145 Industrial Drive, Rockland Key, Florida, 33041.

**Operations and Maintenance Manual (O&M Manual):** The manual prepared in accordance with, and as required by FAC Chapter 62-701.710 for personnel involved with operation and maintenance of the City Transfer Station, as provided by the City.

**Collection Services:** Process whereby Solid Waste, Recyclables, Yard Waste, and Bulk Waste, are removed from Containers, and transported to a Designated Facility for Processing or disposal.

**Commencement Date:** The date Collection service and transfer station operation services pursuant to this Contract commences, or January 1, 2015.

**Commercial Collection Service:** Service provided to Commercial Customers using approved Containers for the collection of Solid Waste, Industrial Waste, or Recyclables.

**Commercial Customer:** The owner, occupant, tenant, or other person having control of the Commercial Unit, with the final responsibility being with the owner.

**Commercial Unit:** Any non-residential building, structure or portions thereof including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile service, hotels, motels and guest houses, restaurants, or shipping and receiving areas.

**Compactor:** Any Container that has a compaction mechanism(s), whether stationary or mobile, all inclusive.

**Compost:** Solid Waste which has undergone biological decomposition of organic matter, and has been disinfected using Composting or similar technologies, and has been stabilized to a degree which is potentially beneficial to plant growth and which is used or sold for use as a soil amendment, artificial top soil, growing medium amendment, or other similar uses.

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**Composting:** The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions, and which stabilizes the organic fraction into a material which can easily and safely be stored, handled, and used in an environmentally acceptable manner.

**Construction and Demolition Debris (C&D Debris):** Materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction demolition project and including rocks, soils, tree remains, and other vegetative matter that normally results from land clearing or land development operations for a construction project.

**Container:** Garbage or Recycling Cart, dumpster, Compactor, roll-off container, or any container approved by the City intended for collection of Solid Waste, Recyclables, Yard Waste, or other materials as specified by this Contract.

**Contract:** This Contract executed by the City of Key West and the Contractor for providing collection of Solid Waste and Recyclables and operation of the City's transfer station as described herein, and the attached Exhibits.

**Contract Year:** The time from the Commencement Date through December 31, 2015 and each twelve (12) month period thereafter during the term of the Contract.

**Contractor:** The person, firm, corporation, organization, or agency with whom the City has executed this Contract for performance of the work or supply of equipment or materials or his/her/its duly authorized representative.

**Contractor-Generated Waste:** Bulk Waste and/or Yard Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

**Customer:** Any and all persons, businesses, or entities from whom the Contractor collects Solid Waste pursuant to this Contract.

**Disposal Vendor:** The vendor contracted by the City to transport Solid Waste from the City Transfer Station and dispose of such waste.

**Effective Date:** The date this Contract has been executed by both the City and Contractor.

**E-Waste:** Refuse created by discarded electronic devices as components, as well as substances involved in their manufacture or use. These items may include, but are not limited to, computers, including desktop, laptop, notebooks, and tablets; computer equipment including keyboards, printers, scanners, and mice; video games; CD, DVD, and VCR players; speakers; LCD and plasma flat screens, and analog TVs and CRT's; digital cameras; navigation devices; other entertainment electronics; mobile phones, power cords and cables; or similar electronic products.

**FDEP:** Florida Department of Environmental Protection.

**Garbage Cart:** A wheeled Container intended for Solid Waste collection between thirty-five (35) and ninety-six (96) gallons' capacity, fitted with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.

**Hazardous Waste:** Any solid waste that is deemed "hazardous" pursuant to Applicable Law.

**Household Hazardous Waste (HHW):** Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

**Industrial Waste:** The waste products of canneries, slaughterhouses or packing plants; condemned food products; agricultural waste products; and other solid waste products generated from industrial processing or manufacturing.

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**Infectious Waste:** Wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms, including wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes, which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

**NAS Key West:** Naval Air Station Key West located on Boca Chica Key, Florida, 33040, as well as Navy residences located on Trumbo Point, Sigsbee Park, and Truman Annex.

**Permit:** Any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of a party's obligations under this Contract.

**Program Recyclables:** Recyclable materials included in the City's recycling program, including all paper products, all plastic containers, rigid mixed plastics, aluminum and steel/bimetal containers, glass containers, and aseptic/gable-top containers. The types of materials included in the definition of Program Recyclables may be modified upon mutual agreement between the City and Contractor. Such modification shall be at no additional cost to the City unless the Contractor can document that the addition of such items substantially impacts the cost of providing service. Program Recyclables include incidental amounts of Rejects and non-designated materials as normally expected as part of municipal recycling collection.

**Prohibited Waste:** Those waste materials that are prohibited at the City Transfer Station, including asbestos, Special Waste, Hazardous Waste, Bio-hazardous Waste, Biological Waste, Infectious Waste, mercury-containing devices, radioactive waste, and Sludge.

**Radio Frequency Identification (RFID):** A data collection technology that uses radio-frequency electromagnetic fields to transfer data from a tag attached to or embedded in an object for the purposes of automatic identification and tracking.

**Recovered Materials:** Recyclable materials that have been processed to market specifications.

**Recycling Bin:** A Container intended for Recyclable Materials collection with a capacity of eighteen (18) gallons, suited to manual collection.

**Recycling Cart:** A wheeled Container intended for Recyclable Materials collection with a capacity of thirty-five (35) to sixty-five (65) gallons, fitted with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles.

**Recycling Container:** Container(s) in which Recyclables are placed for collection pursuant to this Contract.

**Recyclable Materials (Recyclables):** Those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

**Rejects:** Materials other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.

**Required Turn Back Position:** The condition in which the Contractor shall return the City Transfer Station, inclusive of grounds, buildings, and all installed equipment and systems, to the City at the expiration of the Contract.

**Residential Collection Service:** The provision of Collection Services to Residential Units, curbside and non-curbside, including the collection of Solid Waste, Program Recyclables, Yard Waste and Bulk Waste in accordance with the provisions provided herein.

**Residential Unit:** One (1) room, or rooms connected together, constituting a separate independent housekeeping establishment for occupancy, rental, or lease on a weekly, monthly, or longer basis, and physically separated from any other dwelling units, which may be in the same structure, and containing independent cooking and sleeping facilities. Motels, hotels, and guest houses that are rented for shorter durations shall be considered Commercial Units.

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**Residue:** The portion of the Recyclable Materials Stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or Processing inefficiencies.

**Single Stream:** A recycling process that allows for Recyclable Materials to be collected commingled, with containers and paper collected in the same container.

**Sludge:** Includes the accumulated solids, residues, and precipitates generated as a result of wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

**Solid Waste:** For the purposes of this Contract shall be as defined by City Ordinance excluding, Yard Waste, Recyclable Materials, and Recovered Materials.

**Special Service:** Any collection or disposal service, which exceeds the uniform level of service provided under Residential or Commercial Collection Services, and for which a special charge is applied. Special Services include, but are not limited to, on-call services for residential Yard Waste not meeting specifications as required by this Contract and excessive Bulk Waste associated with residential or commercial vacancies and clean-outs.

**Special Waste:** Any solid waste that requires special handling and management; is not accepted at a Landfill or other disposal facility or is accepted at a higher rate than is normally charged for refuse; or, is accepted with special delivery requirements. Special Waste includes, but is not limited to, HHW, E-Waste, asbestos, refrigerant containing White Goods, whole tires, used oil, lead-acid batteries, mercury-containing devices, contaminated soils, and Biological Waste.

**Subcontractor:** Any person, firm, or corporation other than the Contractor supplying labor or materials for work being performed under this Contract.

**Ton:** A unit of weight equal to 2,000 pounds, also referred to as a short Ton.

**White Goods:** Discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic residential and commercial appliances.

**Yard Waste:** All horticultural trimmings and all accumulations of grass, weeds, palm fronds, leaves, flowers, shrubs, vines, tree limbs, and other similar accumulations incidental to yard keeping, not including Contractor-generated Waste.

### ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

#### 3.1 Exclusive Services

3.1.1 The Contractor is herein granted the exclusive right to provide the following collection services:

- a. To collect Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste from Residential Units located within the City limits, except as designated otherwise by this Contract, with delivery of Solid Waste, Program Recyclables and Bulk Waste to the City Transfer Station.
- b. To collect Solid Waste from Commercial Customers within the City limits for delivery to the City Transfer Station.

3.1.2 If requested, the Contractor is required to provide Residential Collection Service to Residential Units located on the U.S. Naval Air Station (NAS) Key West; however, NAS Key West has the right to contract with another entity for this service. Should the Contractor provide Collection Service to NAS Key West, the Contractor shall, at no cost to the City, enroll in and meet the requirements of the NAS Key West RAPIDGate Program in order to gain access to the NAS customers. Should the Contractor provide said service, the Contractor shall, at no additional cost to the City, supply NAS Key West with commercial-style collection of Yard Waste as specified by the City in lieu of weekly curbside collection.

### **3.2 Non-Exclusive Services**

- 3.2.1 The Contractor is not granted the exclusive right to collect the following:
  - a. Yard Waste from Commercial Customers or Contractor-Generated Waste from any Customer.
  - b. C&D Debris. Residential Customers may place small amounts of containerized C&D Debris resulting from minor home improvement projects in their Garbage Carts as part of regular Residential Collection Service.
  - c. Recyclables from Commercial Customers. However, the Contractor shall provide collection of commercial Recyclables from Commercial Customers upon request and as stipulated in Article 6.2 of this Contract, and shall participate in the commercial recycling program as stipulated therein and in Article 13.2.
  - d. The Contractor is not granted the exclusive right to provide Collection Services at special events. However, the Contractor shall provide collection of Solid Waste and Recyclables at special events upon request as stipulated in Article 7.2 of this Contract.
- 3.2.2 Nothing in this Contract shall prohibit competition for the collection of Commercial Yard Waste, Contractor-Generated Waste, and/or C&D Debris. The Contractor may provide these services at competitive rates that shall not be controlled by this Contract.
- 3.2.3 Except as designated by this Contract, the Contractor shall not be required to, nor has the exclusive right to, collect Special Waste, Infectious Waste, Hazardous Waste, Biological Waste, polychlorinated biphenyl (PCB) contaminated waste, or Sludge, but may offer such service within the City, separate from this Contract. The terms of such Contracts shall be as agreed between the Contractor and the customers.

## **ARTICLE 4. TRANSITION OF COLLECTION SERVICES**

### **4.1 Transition Prior to Commencement of Collection Service**

The Contractor shall participate in transition meetings as scheduled and conducted by the City Representative to plan and manage the transition process so that no service interruption occurs. The Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential or Commercial Customers. To accomplish this objective, the Contractor shall submit to the City Representative, no later than thirty (30) days following the Effective Date, a transition plan that provides a detailed description of how the Contractor will plan and prepare for providing Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the City Representative. At a minimum, the Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- 4.1.1 Schedule of transition meetings with City staff leading up to Commencement Date.
- 4.1.2 Schedule and procedure for ensuring transmission of asset management databases, and other associated information.
- 4.1.3 Schedule for onsite training of City staff on the use of web-based asset management and service verification software by appropriately trained professional personnel.
- 4.1.4 Schedule for removal and replacement of all commercial dumpsters and Compactors, and commercial carts with new Contractor-provided and maintained commercial Containers.
- 4.1.5 Schedule for obtaining and providing documentation of all necessary labor, vehicles, equipment, and Containers and ensuring all vehicles are street legal (registered, licensed, and tagged) prior to the Commencement Date. Acceptable documentation pertaining to the acquisition of vehicles, equipment, and Containers includes, but is not limited to, original purchase orders, titles, and receipts of payment.

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- 4.1.6 Schedule for providing a vehicle and equipment list and route summary to the City Representative.
- 4.1.7 Schedule for delivering City-approved information brochure to all Customers prior to the Commencement Date.
- 4.1.8 Schedule for conducting dry-runs of collection routes.

**4.2 Transition Prior to the Expiration of Collection Service and Transfer Station Operation**

Should the City choose not to renew this Contract or should no renewal options remain, the City anticipates awarding a new Contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new Contract has not been awarded within such time frame, the Contractor agrees to provide service to the City for an additional ninety (90) day period beyond the expiration of the Contract at the then established service rates, provided the City requests said services, in writing, at such time. At the expiration of this Contract, the Contractor shall work with the City and the newly selected Contractor to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:

- 4.2.1 Attend coordination meetings with the City and newly selected contractor, as requested.
- 4.2.2 Work with the newly selected contractor to develop a mutually agreeable schedule for removal of Contractor-owned Containers and placement of newly selected contractor's containers. The schedule shall ensure no interruption in Collection Services.
- 4.2.3 Allow the newly selected contractor to purchase, or rent for up to ninety (90) days, Contractor-owned Containers from the Contractor. The purchase price and/or rental shall be negotiated.
- 4.2.4 Facilitate a smooth transmission of asset management and service verification data, including, but not limited to current address lists and databases to the newly selected vendor.
- 4.2.5 The City reserves the right to withhold payment to the Contractor for the final month of service until the Contractor has complied with all requirements of this Article.

**ARTICLE 5. RESIDENTIAL COLLECTION**

**5.1 Service Requests**

- 5.1.1 All residential Customers will initiate or terminate service directly with the City. The City Representative will electronically transmit, in a form developed by the Contractor and approved by the City Representative, routine service requests to the Contractor on a daily basis or as necessary. The Contractor shall start or terminate service on the next scheduled collection following notification by the City Representative. The Contractor shall not initiate or terminate service to a residential Customer without notification from the City Representative.
- 5.1.2 Non-curbside residential Customers will change service type(s), frequency, or Container number or sizes directly with the Contractor. Changes in service shall start or terminate on the next scheduled collection day from the date requested by the residential property owner/manager. The residential property owner/manager and Contractor shall mutually agree upon the service types, Container types, size, number, placement, and days of collection. Where mutual agreement is not reached, the City Representative shall make any final determinations. The City reserves the right, at its sole discretion, to revise the Container type, size, number, placement and/or days of collection.
- 5.1.3 The City shall be responsible for the billing and collection of payments for all Residential Collection Services, inclusive of disposal.

## 5.2 Residential Collection Service

- 5.2.1 The Contractor shall collect unlimited Solid Waste from Residential Units receiving curbside service twice per week in City-provided and Contractor-maintained Garbage Carts equipped with RFID technology. Residents may use additional resident-provided Containers, limited to forty (40) gallons, in size as necessary. Garbage Carts and Containers shall be placed for collection in locations accessible from the pavement or traveled way of the street or on the premises immediately adjacent to the sidewalk on regular schedules and routes.
- 5.2.2 The Contractor shall collect unlimited Single Stream Program Recyclables from all Residential Units receiving curbside service once each week, on one of the same days as Solid Waste collection, in City-provided and Contractor-maintained Recycling Carts equipped with RFID technology. Residents with space limitations may use Contractor provided and maintained Recycling Bins equipped with RFID technology, as approved by the City. Residents may also use additional resident-provided containers as necessary. Recycling Carts, Bins, and resident-provided containers shall be placed for collection in locations accessible from the pavement or traveled way of the street or on the premises immediately adjacent to the sidewalk on regular schedules and routes.
- 5.2.3 The Contractor shall collect Yard Waste, separate from other Solid Waste, from Residential Units receiving curbside service once each week. Yard Waste must be containerized in resident-provided containers. Resident-provided containers are not to exceed forty (40) gallons in size and forty (40) pounds in weight. Yard Waste shall be placed adjacent to the pavement or traveled way of the street. Discarded Christmas trees may be placed adjacent to the pavement or traveled way of the street for pickup following the Christmas holidays. Collection of Yard Waste not meeting these requirements may be provided at the fee specified in Exhibit 1 with a minimum charge of seventy-five dollars (\$75.00), and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Services, which are inclusive of disposal.
- 5.2.4 The Contractor shall collect Bulk Waste as part of regular Residential Collection Service on an on-call basis. The Contractor's employees should note any Bulk Waste not collected on a regularly scheduled collection route. The Contractor shall collect Bulk Waste from a Residential Unit within four (4) calendar days of request by a residential Customer or within four (4) calendar days of when noted by the Contractor's employee during a regularly scheduled collection route. Collection of Bulk Waste exceeding two cubic yards per set out may be provided at the fee specified in Exhibit 1, and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Service, which are inclusive of disposal. Upon disagreement between the Contractor and a Customer regarding assessment of said fees, the City shall have final determination.
- 5.2.5 The Contractor shall provide, at no additional charge, door-side collection of Solid Waste and Recyclables to residents who are disabled, as certified by a doctor and approved by the City. Requests for door-side service shall be handled exclusively by the City. The City Representative will provide notification to the Contractor of residential customers approved for door-side service.
- 5.2.6 The Contractor shall collect Solid Waste from Residential Units receiving commercial-type service at least weekly using Contractor-provided and maintained Containers and Compactors, or customer-provided Compactors.
- 5.2.7 The Contractor shall collect Single Stream Program Recyclables from participating Residential Units receiving commercial-type service in City-provided and Contractor-maintained Recycling Carts, Contractor-provided and maintained Containers, or Customer-provided Compactors. Participation of residential complexes shall be mutually agreed upon by the residential property owner/manager and the Contractor, subject to final approval of the City. The sizes of Containers made available by the Contractor for the collection of Program Recyclables shall be the same as those available for the collection of Solid Waste.

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- 5.2.8 The Contractor shall collect Yard Waste from participating Residential Units receiving commercial-type service in Contractor-provided and maintained Containers. Participation of residential complexes shall be mutually agreed upon by the residential property owner/manager and the Contractor, subject to final approval by the City.
- 5.2.9 For all residential complexes receiving commercial-type service, the City reserves the right, at its sole discretion, to revise the Container type, size, number, placement, and/or days of collection.

**5.3 Hours**

- 5.3.1 All Residential Collection Service shall be provided between the hours of 4:00 a.m. and 4:00 p.m. Monday through Saturday. Any variation must be previously approved by the City Representative.
- 5.3.2 The Contractor shall provide regularly scheduled Collection Services on all holidays.

**ARTICLE 6. COMMERCIAL COLLECTION**

**6.1 Service Requests**

- 6.1.1 All Commercial Customers will initiate, terminate or change service directly with the Contractor. Service shall start, terminate or change on the next scheduled collection day from the date requested by the Commercial Customer.
- 6.1.2 The Commercial Customer and Contractor shall mutually agree upon the Container type, size, number, placement, and days of collection. Where mutual agreement is not reached, the City Representative shall make any final determinations. The City reserves the right, at its sole discretion, to revise the Container type, size, number, placement and/or days of collection.

**6.2 Commercial Collection Service**

- 6.2.1 The Contractor shall collect Solid Waste, placed for collection in accordance with this Contract, from Commercial Customers at least once per week using Contractor-provided and maintained Containers or Customer-provided Compactors.
- 6.2.2 Collection of Recyclables generated by Commercial Customers is not a service provided exclusively by the Contractor; however, the Contractor shall provide collection of Recyclables using Contractor-provided and maintained Containers or Customer-provided Compactors to any Commercial Customer upon request. The types of Recyclable Materials collected from Commercial Customers shall, at a minimum, include the same types of Recyclables collected from residents, and shall be collected in a Single Stream unless otherwise approved by the City. The sizes of Containers made available by the Contractor for the collection of Commercial Recyclables shall be the same as those available for the collection of Solid Waste. For businesses with space limitations, the Contractor shall provide Recycling Bins for collection of Commercial Recyclables upon request.
- 6.2.3 The Contractor acknowledges that a number of businesses may choose to share collection Containers and services. The Contractor shall offer and provide such shared services and will bill Commercial Customers accordingly.

**6.3 Hours**

- 6.3.1 Commercial Collection Services shall be provided between the hours of 2:00 a.m. and 6:00 p.m. on Monday through Sunday except as provided herein.

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- 6.3.2 Commercial Collection Services within the area bordered by and including Whitehead Street, Southard Street, Simonton Street, Caroline Street, Margaret Street, and the waterfront between Margaret Street and Whitehead Street, as well as Truman Avenue between Duval Street and White Street, shall be provided between the hours of 2:00 a.m. and 8:00 a.m. on Monday through Sunday.
- 6.3.3 Materials collected on Sunday shall be tipped at the City Transfer Station Monday during normal operating hours.
- 6.3.4 The Contractor shall provide regularly scheduled Collection Services on all holidays.

**ARTICLE 7. ADDITIONAL COLLECTION SERVICES**

**7.1 City Facilities, Public Streets**

- 7.1.1 The Contractor shall provide, at no cost to the City, collection of Solid Waste and Program Recyclables in Contractor-owned and maintained Containers at City Hall.
- 7.1.2 The Contractor shall provide collection of Solid Waste and Program Recyclables in City-owned and maintained Containers on public streets at the rate specified in Exhibit 1. The Contractor hereby acknowledges the frequency of collection fluctuates seasonally, at times requiring multiple collections daily, which shall not be cause for missed or inadequate service.

**7.2 Special Event Services**

- 7.2.1 The City requires recycling at all special events per Ordinance No.02-29. Upon request, the Contractor shall provide collection of Solid Waste and Recyclables at special events in paired Solid Waste and Recycling Containers provided and maintained by the Contractor. Service at special events shall include delivery of paired Solid Waste and Recycling Containers, collection and processing as needed, Container removal and storage, and washing of Containers after each event.
- 7.2.2 Containers available for collection of Solid Waste and Recyclables at special events shall be the same range of sizes available for Commercial Collection Services. All Containers shall be clearly marked and labeled, subject to approval of the City Representative, and shall comply with specifications of commercial Solid Waste and Recycling Carts as provided in Exhibit 4.
- 7.2.3 Rates for Collection Services at special events shall be negotiated by the event-coordinator or sponsor and the Contractor, and shall not exceed comparable rates for Commercial Collection Services. Any disputes regarding rates shall be resolved by the City.
- 7.2.4 Nothing in this Contract shall prohibit the Contractor from providing pro bono Collection Services at special events.

**7.3 HHW/E-Waste Collection Events**

The Contractor shall provide monthly HHW/E-Waste collection events, at no cost to the City. Events shall be held at Charles "Sonny" McCoy Indigenous Park located at 1801 White Street, Key West, Florida, 33040 on the first Saturday of each month from 8:00 a.m. to 12:00 p.m. Event date, hours, and location are subject to change by the City. The Contractor shall be responsible for providing sufficient qualified and trained staff to accept and properly manage materials delivered. The Contractor shall be responsible for transport, processing, and disposal of all materials collected at HHW/E-waste collection events in accordance with Applicable Law.

## ARTICLE 8. CONTAINERS

### 8.1 Residential Containers

- 8.1.1 The City shall provide each curbside Residential Unit with a Garbage Cart and a Recycling Cart equipped with RFID technology and shall be responsible for the initial assembly and distribution. The City will also provide Recycling Carts to non-curbside residential complexes utilizing cart-based recycling. Thereafter, the City will provide the Contractor with the remaining inventory of City-owned Carts for storage and future use and distribution.
- 8.1.2 Prior to the Commencement Date and in accordance with the transition plan, the Contractor shall provide Recycling Bin(s) equipped with RFID technology to Residential Units with space limitations, as determined by the City.
- 8.1.3 Prior to the Commencement Date and in accordance with the transition plan, the Contractor shall provide new Solid Waste, Recycling, and Yard Waste Containers, as appropriate, based on the services each receives, to residential Customers receiving commercial-type Collection Service.
- 8.1.4 Ownership of all curbside residential Carts, non-curbside Recycling Carts, and Recycling Bins shall rest with the City at all times during this Contract. Ownership of Containers provided by the Contractor and utilized for other Residential Collection Services shall rest with the Contractor.
- 8.1.5 All residential Containers shall meet the specifications in Exhibit 4. Non-curbside Containers are subject to the requirements as specified in Articles 8.3.3 through 8.3.6.
- 8.1.6 Within three (3) work days of request by a Customer or the City Representative, the Contractor shall:
  - a. Exchange a curbside Residential Unit's Garbage Cart or Recycling Container for a different size. The Contractor shall provide one (1) exchange per Container type (Garbage Cart or Recycling Container) per Contract Year per Residential Unit at no additional charge to the Customer or the City. The Contractor may charge a thirty dollar (\$30.00) fee for each additional exchange provided to that Residential Unit during the same Contract Year. The Contractor shall be responsible for the billing and receipt of said fee.
  - b. Supply additional Recycling Containers to Residential Units at no cost to the Customer or City.
  - c. Supply additional Garbage Cart(s) to curbside Residential Units for a one-time fee of eighty-five dollars (\$85.00) per Garbage Cart. Fifty-five dollars (\$55.00) of each fee collected shall be due the City, until such time as the City-provided inventory of Garbage Carts is depleted. Thereafter, the entire fee shall be retained by the Contractor. The Contractor shall be responsible for the billing and receipt of said fee.
  - d. Supply additional, remove, or exchange Solid Waste, Recycling, and Yard Waste Containers for non-curbside residential Customers at no cost to the Customer or City.
- 8.1.7 The Contractor shall produce labels for Customer-provided Yard Waste containers, the design and quality of which are subject to approval by the City Representative. Labels shall be of a high quality, waterproof, weatherproof, and UV resistant, and shall affix to Customer-provided containers via adhesive. The Contractor shall provide labels to Customers upon request, and shall also provide a consistent inventory to the City Representative to be made available at City Hall.
- 8.1.8 The City reserves the right to obtain and implement the use of standard containers for collection of residential Yard Waste, including but not limited to wheel-based, lidded carts similar to those used for the collection of Solid Waste and Program Recyclables. Should the City do so, the Contractor agrees to collect residential Yard Waste from said containers.

## 8.2 Commercial Containers

- 8.2.1 Prior to the Commencement Date, and in accordance with the transition plan, the Contractor shall provide new Solid Waste and Recycling Containers to service Commercial Customers.
- 8.2.2 The Contractor shall provide or exchange Containers to Commercial Customers within three (3) days of notification by the Customer or City Representative.
- 8.2.3 Commercial Carts shall meet the specifications in Exhibit 4.

## 8.3 Container Storage, Maintenance, Repair, and Replacement

- 8.3.1 The Contractor shall maintain an adequate inventory of Containers and parts to provide the services described herein. Carts and Containers shall be stored locally or within a reasonable distance to ensure timely delivery.
- 8.3.2 The Contractor shall provide storage for the initial inventory of City-provided Garbage and Recycling Carts. The Contractor is responsible for replenishing and maintaining an adequate inventory of Carts and Recycling Bins identical in nature to those provided by the City.
- 8.3.3 All dumpsters and Contractor-provided Compactors shall be painted at least annually and have the Contractor's name on at least two opposite sides in clear type not larger than three inches (3") in height.
- 8.3.4 Dumpsters and Contractor-provided Compactors shall be rust-free, have drain plugs installed to retain storm water and prevent leaching, and have lids in proper-safe working condition. Because of the local climate, the Contractor is encouraged to consider the use of Containers that are not susceptible to rust.
- 8.3.5 The Contractor shall maintain Containers so they are free from offensive odors. Upon request, the Contractor shall deodorize, wash-out, or switch-out Containers as needed.
- 8.3.6 The Contractor shall inspect all Carts and Containers on a regular basis and shall maintain them in proper operating condition. Any Container not meeting the specifications as provided in this Article shall be subject to repair or replacement. The Contractor shall repair or replace any Container in need of such repair or replacement within three (3) days of notification by a Customer or the City Representative. Any final determinations regarding repair versus replacement of a Container shall be made by the City Representative.
- 8.3.7 The Contractor shall bear the cost of repairing or replacing all Carts, including RFID technology maintenance, and Containers. The Contractor shall coordinate with the City concerning repair or replacement of City-provided Garbage and Recycling Carts under warranty. The Contractor shall replace residential Carts only upon approval by the City Representative. All final decisions regarding the condition or replacement of Containers will be made by the City Representative.
- 8.3.8 Contractor shall be responsible for reporting and tracking the movement of all residential Garbage and Recycling Carts, and Recycling Bins as specified in Article 12.2.3.
- 8.3.9 Contractor shall report monthly to the City Representative the Cart and Container repair, replacement and exchange services performed and date completed. Such report shall be submitted electronically in a format developed by the Contractor and approved by the City Representative, and shall include at a minimum the information specified in Article 12.2.3.

## ARTICLE 9. GENERAL COLLECTION SERVICE REQUIREMENTS

### 9.1 Designated Facility

- 9.1.1 The Contractor shall deliver the following materials collected pursuant to this Contract to the City Transfer Station:

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- a. All Solid Waste.
- b. Program Recyclables collected from Residential Units, City Hall, and public containers.
- c. All Bulk Waste.

9.1.2 The Contractor may deliver Yard Waste and commercial Recyclables collected pursuant to this Contract to the City Transfer Station. Should the Contractor choose to deliver these materials elsewhere, delivery facilities must be equipped with operational, state-certified scales that are calibrated at least annually. The City reserves the right to request scale calibration and inspection records as necessary.

9.1.3 The Contractor shall pay no tip fee at the City Transfer Station for materials for which the City receives disposal fees through regular service rates.

9.1.4 In the event the City Transfer Station is closed due to an emergency, the Contractor may transport and deliver Solid Waste to a legally permitted facility to receive such materials as directed by the City Representative. In such an event, the City shall be responsible for payment of tipping fees associated with delivery of materials for which the City receives disposal fees through regular service rates.

**9.2 Permits and Licenses**

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. This includes a City of Key West Business License, renewed annually.

**9.3 Service Verification System**

9.3.1 The Contractor shall provide and maintain a service verification system with web-based access. Service verification software must be compatible with RFID technology currently employed by the City, and shall be capable of providing reports online that can be downloaded in PDF and Excel formats. The system shall also be free of any requirements for the City to install and support any back-office software for the collection and delivery of collection data. The Contractor is responsible for all associated software costs and maintenance.

9.3.2 Service verification software shall be capable of providing map-based location visibility of Carts and 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 or Recycling Cart, or Recycling Bin)
- b. Collection event date, time, and latitude/longitude coordinates
- c. Customer ID and address
- d. RFID tag number
- e. Serial number
- f. Route and truck information
- g. Other information as requested by the City Representative

9.3.3 Service verification software shall include an asset management database, through which the Contractor shall be responsible for reporting and tracking the movement of all residential Garbage Carts, Recycling Carts, and Recycling Bins including deliveries, removals, exchanges, repairs, warranty recovery, and other information necessary to manage cart assets, subject to approval of the City Representative. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange, and completion of work order. All software used shall have the ability to generate reports based on container activity including maintenance and inventory reports. Data fields shall include, but are not limited to:

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- a. Work order number, date, and status
- b. Container type (Garbage Cart, Recycling Cart, or Recycling Bin)
- c. Customer ID and address
- d. Container serial numbers, new and old if replacement is required
- e. RFID tag numbers, new and old if replacement is required
- f. Recovery and delivery latitude/longitude coordinates
- g. Route information
- h. Other information as requested by the City Representative.

**9.4 Collection Schedules**

- 9.4.1 At least ninety (90) days prior to the Commencement Date, the Contractor shall submit to the City Representative, collection route schedules that provide each route name/number, the type of collection service provided, scheduled collection days, approximate number of Customers on the route, vehicle/equipment, and number of personnel assigned to the route. The schedule also shall include a legible map depicting the routes.
- 9.4.2 The Contractor shall make changes in collection schedules or route orders only upon prior notification and written approval by the City Representative. The Contractor, at its expense, shall notify all affected Customers, in writing, of any approved schedule change at least ten (10) business days prior to the change. Notifications shall be approved in advance by the City Representative.
- 9.4.3 The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public rights-of-way, inside the City, where it is in the best interest of the general public to do so. The Contractor shall not interrupt the regular schedule or quality of service because of such street closures.
- 9.4.4 The Contractor is aware of the fact that seasonally, the quantity of Yard Waste to be collected is materially increased. The Contractor agrees that this additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.
- 9.4.5 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the City Representative may grant the Contractor a variance from regular routes and schedules. The Contractor shall coordinate with the City to resume regular Collection Service as soon as possible. As soon as practicable after such event, the Contractor shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The Contractor shall inform all residential and Commercial Customers of any change in schedule.
- 9.4.6 In the event of a storm or hurricane emergency, the City reserves the right to assign routes or pick-up priorities as deemed necessary by the City or Federal Emergency Management Agency (FEMA). The Contractor shall, to the best of its ability, coordinate with the City during such events.

**9.5 Manner of Collection**

The Contractor shall provide all Collection Services with as little noise and disturbance as possible and shall leave any Cart or Container at the same point it was collected. Garbage Carts and Recycling Carts shall be handled carefully, shall be thoroughly emptied and returned to the curb, edge of the road or corner of the driveway with the lid closed. No trespassing by Contractor's employees will be permitted. No employee shall remove or tamper with any property not placed for collection. Care shall be taken to prevent damage to property, including but not limited to vehicles, buildings, flowers, shrubs, and other plantings, as well as curbs, gutters, and storm water inlet covers. Contractor's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

#### **9.6 Non-Collection Procedures**

- 9.6.1 In the event Solid Waste, Recyclable Materials, Yard Waste, or Bulk Waste is not placed in accordance with this Contract, the Contractor may choose not to collect such material, and shall affix a non-collection notice to the Container or waste explaining why collection was not made.
- 9.6.2 The design and content of all non-collection notices are subject to approval by the City Representative. The cost of printing and delivery of said notices shall be paid for by the Contractor.
- 9.6.3 If Hazardous or Biological Waste is detected prior to collection, the Contractor shall follow the non-collection procedures as stated in herein.
- 9.6.4 Contractor shall not be required to collect in instances where dangerous animals are present and unrestrained. The Contractor shall immediately notify the City Representative of such condition and of the inability to make collection because of such conditions.
- 9.6.5 The Contractor shall notify the City Representative daily of any non-collection events in an electronic format approved by the City Representative.

#### **9.7 Missed Collection**

- 9.7.1 In the event that a regularly scheduled collection is missed and the complaint is received by either the City or the Contractor before noon, and where no fault can be found on the Customer's part, a special collection of the material will be required of the Contractor prior to the end of that day. Should a complaint be received after noon, where no fault can be found on the Customer's part, a special collection of the material will be required of the Contractor prior to noon the next day.
- 9.7.2 The Contractor shall notify the City Representative daily of any missed collection events in an electronic format approved by the City Representative.

#### **9.8 Spillage and Litter**

- 9.8.1 The Contractor shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste, Yard Waste, or Recyclable Materials during collection. Should spillage and/or littering occur, the Contractor shall be responsible for immediate clean up at its own expense. The Contractor shall transport all materials in such a manner as to prevent the spilling or blowing from the Contractor's vehicle.
- 9.8.2 Equipment oil, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. All spills must be cleaned up and affected areas sanitized to the satisfaction of the City Representative. All cleaning shall be at the Contractor's own expense.

#### **9.9 Mixing of Loads**

- 9.9.1 The Contractor shall collect Solid Waste, Yard Waste, and Recyclables generated in the City separate from any materials generated in another jurisdiction.
- 9.9.2 The Contractor shall collect Solid Waste, Yard Waste, and Recyclables separate from each other and shall not combine loads of different material types.

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9.9.3 The Contractor shall collect Recyclables generated by Commercial Customers separate from that generated by Residential Units, unless otherwise approved by the City Representative. If the Contractor mixes commercial Recyclables with Program Recyclables from Residential Units, the entire load shall be considered residential Program Recyclables, unless otherwise negotiated by the City and the Contractor.

**9.10 Collection Equipment**

9.10.1 The Contractor shall provide and maintain sufficient equipment, in proper operating condition, in order to maintain regular schedules and routes of collection, as defined in the Contract. All collection vehicles and equipment shall be new at the start of this Contract.

9.10.2 The Contractor shall provide and maintain in proper operating condition, RFID readers on all vehicles used for servicing residential Garbage and Recycling Carts. The Contractor shall also maintain sufficient handheld RFID readers in proper operating condition. It is the responsibility of the Contractor to ensure all RFID readers are capable of reading RFID tags in City-provided Garbage and Recycling Carts.

9.10.3 The Contractor shall provide the City Representative with Material Safety Data Sheets for fluids used within the vehicles. These specification sheets will be kept current by the Contractor and on file with the City.

9.10.4 Collection vehicles shall be of a type sufficient to safely and efficiently collect all Solid Waste, Bulk Waste, Yard Waste, and Recyclables covered by this Contract, including from alley ways and other narrow thoroughfares, and from off-shore locations that require transport of collection vehicles by boat including Sunset Key. Collection vehicles must be capable of transporting materials in a manner such that no collected materials can be blown or fall from the vehicle during transport. All frontloading vehicles must be equipped with hopper doors.

9.10.5 The Contractor shall install and maintain in good working condition a communication system in each vehicle utilized in performing the work required by the Contract. The system installed shall be able to contact the City Representative in the event of an emergency.

9.10.6 Vehicles shall be painted uniformly, with the company name, telephone number, and vehicle number printed in letters not less than three inches (3") on each side of the vehicle. Vehicles shall also clearly identify on both sides of the vehicle in type not less than six inches (6") tall the materials type being collected. Contractor may use magnetic placards or other transferable devices, subject to approval by the City. The Contractor shall maintain a record of the vehicle to which each number is assigned, and the materials collected each day. Vehicles shall be maintained in a clean and appealing manner, as determined by the City Representative.

9.10.7 All Collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. To ensure compliance herewith, the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition.

**9.11 Contractor's Office/Call Center**

9.11.1 The Contractor shall provide, at its own expense, an office with call center services and local toll-free phone number within twenty (20) miles of the City limits. The Contractor shall maintain a sufficient number of appropriately trained representatives available to receive calls from 8:00 a.m. to 5:00 p.m., Monday through Friday to service inquiries, requests and complaints in connection with the services to be provided under this Contract. Voicemail shall be available for receipt of calls after 5:00 p.m. The Contractor shall provide for the prompt handling of emergency complaints and all other special or emergency calls.

9.11.2 The Contractor shall provide a local toll-free emergency phone number to be available on a 24-hour basis and shall have local personnel available at all times for the purpose of emergency response.

## ARTICLE 10. COMPLAINTS AND PROPERTY DAMAGE

### 10.1 Customer Complaints

- 10.1.1 The Contractor shall make every effort to minimize the number of legitimate complaints. Each complaint shall be considered legitimate unless satisfactory evidence to the contrary is furnished to the City Representative that the complaint occurred through no fault of the Contractor. If the Contractor and the City Representative cannot agree on a resolution, the dispute will be referred to the City Manager, whose decision will be final.
- 10.1.2 Each dumping of each container constitutes one collection event. For example, Commercial Customers with two Containers emptied once per week represents two (2) collections per week (8.7 collections per month). Complaints include, but are not limited to, incorrect service charges, late service charges, missed service, spilled material, material not collected, property damage, and employee conduct.
- 10.1.3 The Contractor will maintain a record of all complaints including the date and time of call; name, address, and telephone number of person calling; nature of the complaint; resolution; and date of resolution. The Contractor may utilize service verification software to maintain and make available records required herein, subject to approval by the City Representative.
- 10.1.4 All legitimate complaints related to missed service must be resolved in accordance with Section 9.7. All spilled materials complaints must be resolved in a manner acceptable to the City within twenty-four (24) hours of receipt thereof. All other legitimate non-property damage complaints shall be addressed within twenty-four (24) hours of receipt thereof by the Contractor and must be resolved within five business days. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. A complaint unresolved within these timeframes will accumulate as additional complaint counts for each day unresolved.
- 10.1.5 Monthly, the Contractor shall provide the City Representative a summary of all complaints. This report shall include the name, address, and telephone number of the complainant; date of occurrence; nature of occurrence; and the status of the complaint. The Contractor may utilize service verification software to maintain and make available records required herein, subject to approval of the City Representative.

### 10.2 Property Damage

- 10.2.1 The Contractor shall immediately notify the City Representative of any damage to public or private property caused by the Contractor during the provision of Collection Services.
- 10.2.2 The Contractor shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property caused by the Contractor during the provision of Collection Services. The Contractor shall promptly repair any such legitimate damage claim, at its sole expense, within three (3) work days. Upon the request of the Contractor, the City Representative may grant a time extension. Proof of the need for an extension shall be submitted by the Contractor. The Contractor shall notify the City Representative upon resolution regarding any damage to public or private property caused by the Contractor during the provision of Collection Services.
- 10.2.3 Monthly, the Contractor shall e-mail to the City Representative a summary of any complaints involving a claim of damage to public or private property as a result of actions of the Contractor's employees, agents, or subcontractors that are unresolved within the timeframe specified herein. Summary information shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint. The Contractor may utilize service verification software to maintain and make available information required herein, subject to approval of the City Representative.

## ARTICLE 11. PROCESSING SERVICES

### 11.1 Recyclables and White Goods Processing

- 11.1.1 The Contractor shall be responsible for the transport, processing, and marketing of Recyclables and White Goods collected pursuant to this Contract and/or received at the City Transfer Station. All Recyclables shall be processed at a legally permitted/licensed facility to process such materials. All Recyclables, including glass, shall be processed for recycling or beneficial reuse, which shall not include use as landfill cover.
- 11.1.2 The Contractor shall be responsible for removal and disposition of all refrigerants contained in White Goods collected pursuant to this Contract. White Goods shall be collected so as not to leak refrigerant prior to removal. Refrigerants may be removed at the City Transfer Station. All White Goods shall be tagged following removal of refrigerants.
- 11.1.3 The Contractor shall not dispose of or landfill any Recyclables or White Goods or deliver such materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue, which must be disposed at a legally permitted and licensed facility to dispose of such materials.

### 11.2 Yard Waste Processing

- 11.2.1 The Contractor shall be responsible for and bear all costs of transporting, processing, and marketing Yard Waste collected pursuant to this Contract or received at the City Transfer Station. All Yard Waste must be processed for beneficial reuse, including, but not limited to, Composting or mulching, but excluding use as landfill cover or fuel.
- 11.2.2 The Contractor shall not dispose of any Yard Waste or deliver such Yard Waste to another agent that disposes of material other than through beneficial reuse as specified herein.

## ARTICLE 12. RECORD KEEPING AND REPORTING

### 12.1 Record Keeping

The Contractor shall maintain records, documents, and other information directly pertinent to performance of work under this Contract in accordance with generally accepted management principles and practices. The City shall have access to such records, documents, and other evidence for inspection, and copying during normal business hours. The Contractor shall maintain and provide access to records, documents, and other information relating to this Contract for three (3) years following the conclusion or termination of this Contract. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws. The Contractor shall file and keep current with the City, all documents and reports required by this Contract. All information contained in reports shall be as specified in Article 12.2.

### 12.2 Reporting

- 12.2.1 Daily Report: Daily, the Contractor shall electronically notify the City Representative of any of the events listed below, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. If no such events occur, no notification is necessary.
  - a. Non-collection as specified in Article 9.6.
  - b. Incidences of property damage to public or private property by the Contractor as a result of Collection Services as specified by Article 10.2.

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12.2.2 **Monthly Report:** Prior to the fifteenth (15th) of each month during the term of this Contract, the Contractor shall electronically submit a report to the City Representative, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service month:

- a. A summary of service calls, including regular Bulk Waste pick-ups, and Special Services. Information provided shall include the date and time of call; name, address, and telephone number of person calling; type and amount of material collected; and date of collection.
- b. A summary of complaint information as specified in Article 10.
- c. The total number of curbside residential Solid Waste and Recyclables setouts, where setout is defined as the collection of at least one Container of the specified material per Residential Unit during that month.
- d. Residential recycling participation rate defined as the number of Residential Units with at least one Recyclables set out that month divided by the number of Residential Units with at least one Solid Waste set out that month.
- e. List of all Commercial Customers receiving service that month, including the type, number, and size of Container; frequency of service; and service rate charged for all service types, including recycling.
- f. Commercial recycling participation rate defined as the number of Commercial Customers receiving collection of Recyclables in a Single Stream that month, divided by the total number of Commercial Customers receiving Solid Waste Collection Services that month.
- g. Cart and Container repair, replacement, exchange, and asset management reports including information as specified in Article 8.
- h. Tonnage of materials collected pursuant to this Contract not delivered to the City Transfer Station including, but not limited to, HHW and E-Waste collected at monthly collection events as specified in Article 7.3.
- i. All Recycling Revenue information as required in Article 15.2.
- j. In addition to monthly data, the report shall also provide the annual accrual of such data for that Contract Year.

12.2.3 **Annual Reports:** Within thirty (30) days of the end of each Contract Year, the Contractor shall provide the City Representative with a report summarizing the following information for the previous Contract Year:

- a. All information required in reports as specified in Articles 12.2.1 and 12.2.2.
- b. A summary of container repairs and replacements, as specified in Article 8.
- c. Net tonnage of materials diverted from disposal defined as the sum of total tons Recyclables, Yard Waste, White Goods, and E-Waste collected, less any Rejects and Residue disposed.
- d. Copy of the Recyclable Materials report due to the FDEP detailing the types, quantities, and sources of Recyclable Materials processed at any facility that receives materials collected pursuant to this Contract or otherwise employed by the Contractor for the processing of Recyclables, White Goods, or Yard Waste collected, pursuant to this Contract.

12.2.4 Contractor shall provide any additional information or reports as requested by the City Representative to monitor this Contract or the City's solid waste and recycling programs. All reports shall be provided in a format as specified or approved by the City Representative.

## ARTICLE 13. DISTRIBUTION OF INFORMATION, RECYCLING EDUCATION AND TARGETS

### 13.1 Distribution of Information

- 13.1.1 Prior to the Commencement Date and at least annually thereafter, the Contractor shall provide each Residential Unit with an informational brochure and magnet summarizing the obligations of the residents and the Contractor regarding Solid Waste, Recyclables, Yard Waste, and Bulk Waste collection. The brochure shall include setout procedures, days of collection and complaint procedures. The magnet shall include days of collection and Contractor's contact information. The design and content of brochures and magnets are subject to approval by the City Representative prior to production and distribution. The Contractor shall be responsible for all costs of producing and distributing brochures and magnets. The Contractor shall at no time distribute any promotional and/or educational materials to Customers without prior written authorization from the City Representative.
- 13.1.2 Prior to the Commencement Date and at least twice per Contract Year, the Contractor shall provide Commercial Customers with an informational brochure summarizing the obligations of the Commercial Customer and the Contractor regarding Solid Waste and Recyclables, including setout procedures, current service rates, Container availability for both Solid Waste and Recycling collection, and complaint procedures. Brochure design and content are subject to approval by the City Representative prior to production and distribution. The Contractor shall be responsible for all costs of producing and distributing brochures and may do so in conjunction with monthly invoices. The Contractor shall at no time distribute any promotional and/or educational materials to Commercial Customers without prior written authorization from the City Representative.

### 13.2 Commercial Recycling Program and Targets

- 13.2.1 The Contractor shall be an active partner with the City in achieving and maintaining commercial recycling targets as established by the City. Such partnership may include, but not be limited to, assisting with recycling outreach and education to Commercial Customers, conducting commercial waste audits, and assisting Commercial Customers with right-sizing Solid Waste collection services when recycling services are initiated.
- 13.2.2 The Contractor shall meet the following recycling targets by the end of each Contract Year as specified herein. Targets refer to percent of Commercial Customers receiving collection of Single Stream Recyclables by the Contractor compared to the total number of Commercial Customers receiving Collection Services. Should the Contractor fail to meet these goals, the Contractor hereby acknowledges the associated penalties. Penalties assessed for failure to meet established targets shall be used to conduct education and outreach by the City including, but not limited to, commercial waste audits and production of educational materials regarding commercial recycling.

Contract Year	Target	Penalty
3 <sup>rd</sup> Contract Year (by 12/31/2017)	30% of Commercial Customers	\$5,000
4 <sup>th</sup> Contract Year (by 12/31/2018)	35% of Commercial Customers	\$10,000
5 <sup>th</sup> Contract Year (by 12/31/2019)	40% of Commercial Customers	\$15,000
6 <sup>th</sup> Contract Year (by 12/31/2020)	45% of Commercial Customers	\$20,000
7 <sup>th</sup> Contract Year (by 12/31/2021)	50% of Commercial Customers	Ineligible for Contract renewal

- 13.2.3 Targets achieved ahead of schedule must be maintained or re-achieved during the Contract Year specified to avoid penalties.
- 13.2.4 The Contractor shall remit penalties as assessed by the City in the next monthly payment as specified in 15.3.5.

## ARTICLE 14. CITY TRANSFER STATION OPERATIONS

### 14.1 City Responsibilities

- 14.1.1 The City will retain ownership of the land and buildings that make up the City Transfer Station area and all equipment made available to the Contractor. The City shall be named on the City Transfer Station operating permit.
- 14.1.2 The City, through its designated officials or agents, shall have the right to enter the City Transfer Station for purposes of inspection and monitoring at any time so long as such entry does not interfere with or endanger City Transfer Station operations.
- 14.1.3 The City will operate and manage the scale house, including staffing, technology, and document management. The City will be responsible for acquiring scale certification. One office at the City Transfer Station Administration building shall be dedicated for use by City staff. Breakroom and restrooms shall be shared by City and Contractor staff.
- 14.1.4 The City will be responsible for all billing and collection of tipping fees that are not included as part of Collection Service billing.
- 14.1.5 The City will make available loading equipment and machinery owned by the City for use by the Contractor at the City Transfer Station. The City will maintain ownership of said equipment and, should the Contractor choose to utilize City-owned equipment, the Contractor shall be responsible for returning or replacing it at the expiration or termination of the Contract with that of equivalent value and functionality as noted by the Required Turn Back Condition, specified in Article 14.3.1-2.

### 14.2 Contractor Responsibilities

- 14.2.1 The Contractor shall be responsible for and shall bear all costs and expenses associated with operating and maintaining the City Transfer Station and equipment therein in full compliance with the FDEP City Transfer Station Permit, O&M Manual, Applicable Law, and this Contract.
- 14.2.2 The Contractor shall be responsible for and shall bear all costs of maintaining, modifying, and renewing all operational and environmental permits and approvals from any governmental entities required to operate the City Transfer Station, including preparation of a new O&M manual as required by FAC Chapter 62-701.710 if necessary.
- 14.2.3 The Contractor shall adhere to all procedures, requirements, and guidelines as established in the O&M Manual.
- 14.2.4 The Contractor shall perform and pay for any environmental monitoring at the City Transfer Station that is required by the O&M Manual, FDEP, or any regulatory agency with jurisdiction over activities at the City Transfer Station.
- 14.2.5 Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunications, associated with City Transfer Station operations and will timely pay all utility costs and associated taxes and other governmental charges.
- 14.2.6 Should the City receive any Notice of Violation (NOV) pertaining to City Transfer Station operations, the City will forward the NOV to the Contractor within twenty-four (24) hours. The Contractor shall take immediate action to remedy the violation and regain compliance. The Contractor shall provide the City notice upon regaining compliance. The Contractor shall bear any and all costs associated with remedying a violation and regaining compliance.
- 14.2.7 At least annually, the Contractor shall cooperate with a City staff inspection of the operation and maintenance of the City Transfer Station. The inspection may include staff interviews, review of maintenance records, complaint log, monitoring data, and personal observations. Prior notice of an inspection is not required. The inspection may also include, but is not limited to, the following topics:

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- a. Adherence to City Transfer Station permit conditions
- b. Adherence to the Operations Plan including the closing of overhead doors as required by permit.
- c. Noise abatement
- d. Litter and pest control
- e. Facility maintenance
- f. Odor control

**14.3 Transition Prior to Commencement of City Transfer Station Operations**

- 14.3.1 No later than thirty (30) days after the Effective Date of this Contract, the Contractor and City Representative, together with any experts the City Representative may utilize, shall conduct a joint inspection of the City Transfer Station to document and define the existing condition of the facility and equipment, which shall be the condition the Contractor shall meet or exceed when turning the City Transfer Station and equipment back to the City at Contract expiration or termination (Required Turn Back Condition). Details regarding the Required Turn Back Condition shall include who is responsible for making repairs or replacements immediately or in the future, and estimated cost of repairs or replacements, if feasible.
- 14.3.2 As part of documenting the Required Turn Back Condition, the City's experts will evaluate and document the percentage of wear on the tip floor and all loading equipment. The Contractor shall be required to leave the tip floor and all loading equipment in equal or better condition upon the termination or expiration of this Contract. If the Contractor fails to leave the tip floor and loading equipment in equal or better condition than documented in the Required Turn Back Condition report, the Contractor shall reimburse the City one hundred and twenty five percent (125%) of the cost of returning the tip floor and/or loading equipment to its Required Turn Back Condition to cover both the cost of the work and the City's administrative and overhead costs.
- 14.3.3 No later than ten (10) days after the joint inspection of the City Transfer Station as specified above, and in accordance with the O&M Manual, the Contractor shall develop a Preventative Maintenance Program (Program), subject to the approval of the City. The Program shall, at a minimum, include cleaning and preventative maintenance plans for all City Transfer Station buildings, interiors and exteriors, as well as City-provided and Contractor-provided equipment and machinery, with special attention to the tip floor as specified in Article 14.8.2. The Program shall also include procedures as specified by the various equipment manufacturers, including but not limited to all labor and parts (e.g., tires, filters, fluids and hoses). Systems and equipment for inclusion in the Program include, but are not limited to, the fire pump, emergency generator, HVAC equipment, pumps, blowers, leachate and waste water system, dust control system, pest control system, overhead door(s), vents, lift station and tip floor scale. The City reserves the right to re-evaluate and request modifications to the Program as necessary.

**14.4 Transition Prior to the Expiration of City Transfer Station Operations**

- 14.4.1 At least ninety (90) calendar days prior to expiration of the Contract term or any renewal thereof, the Contractor and City Representative, together with any experts the City Representative may utilize, shall jointly inspect the City Transfer Station to identify any repairs or replacements needed to bring the City Transfer Station to the Required Turn Back Condition. The Contractor shall develop a list of any and all necessary repairs or replacements that the Contractor, at its sole cost and expense, must perform and shall establish a schedule for completing all such work. Such list shall be subject to the City Representative's approval.

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- 14.4.2 At the termination or expiration of this Contract, the Contractor shall restore the City Transfer Station to its Required Turn Back Condition. Contractor shall remove any fixed assets installed by the Contractor and restore the area to its pre-existing condition, unless otherwise approved by the City Representative.
- 14.4.3 During any transition period occurring at the end of this Contract, the Contractor shall cooperate with the City and, if applicable, the incoming contractor. Such cooperation includes, but is not limited to, allowing site visits of the City Transfer Station by the City and the incoming contractor and ensuring all facilities are in Required Turn Back Condition. The Contractor shall coordinate and cooperate with the newly selected contractor and the City to minimize any disruptions in the service provided.

**14.5 Materials Acceptance and Loading**

- 14.5.1 Beginning on the Commencement Date, the Contractor shall accept deliveries of Acceptable Waste at the City Transfer Station during the scheduled receiving days and hours in compliance with the standards and procedures specified by the Operations Plan.
- 14.5.2 Contractor shall keep Solid Waste, Yard Waste, Recyclables, and White Goods separate from each other at all times.
- 14.5.3 The Contractor shall keep all doors, including overhead doors closed during normal operating hours unless vehicles are entering or exiting the facility.
- 14.5.4 No materials shall be handled or stored outside at any time. All receptacles and storage containers shall be kept indoors. All Solid Waste equipment is to be kept indoors unless emptied of all waste and properly cleaned.
- 14.5.5 The daily average delivery vehicle turnaround time (time arrival at the City Transfer Station site to exit from the facility site) for self-haul and other non-Contractor delivery vehicles shall not exceed fifteen (15) minutes. Delays caused by equipment failure not due to negligence of the Contractor shall not be included in the turn-around time computation.
- 14.5.6 The Contractor shall load Solid Waste, Yard Waste, Recyclables, and any other materials into the appropriate trailers for transport. The Contractor shall make a good faith effort to fully load transfer trailers without exceeding maximum load limits.
- 14.5.7 The Contractor and Disposal Vendor shall work together to coordinate the movement of empty trailers to the designated loading locations at the City Transfer Station and move trailers away from the loading locations immediately after being filled.

**14.6 Scheduled Receiving Days, Hours of Operations**

- 14.6.1 The Contractor shall operate the City Transfer Station from Monday through Saturday during hours of operations in accordance with the current Operations Plan. Operating hours may be modified, subject to the approval of the City Representative and modification of the Operations Plan, if necessary.
- 14.6.2 The Contractor shall operate the City Transfer Station on any holidays that fall on a day that would otherwise be a normal operating day.
- 14.6.3 The City reserves the right to require the opening and operating of the City Transfer Station outside the regular hours during times of emergency or urgent need as determined by the City including, but not limited to, extended hours and Sunday openings following special events, holidays, and prior to and after extreme weather events. The Contractor shall staff and equip the facility to meet the needs of the City during such emergency openings.

**14.7 Materials Rejection**

- 14.7.1 The Contractor shall not reject any load of Acceptable Waste.

- 14.7.2 If the Contractor determines a load contains Prohibited Waste, the Contractor shall inform the City Representative of the vehicle number, date, time, and estimated quantity and type of Prohibited Waste of such load. Contractor shall remove any Prohibited Waste delivered to the City Transfer Station from the waste Stream and shall properly manage and dispose of such Prohibited Waste.
- 14.7.3 Contractor shall make every effort to ensure that Prohibited Waste is not loaded into the transfer trailers.
- 14.7.4 If any Hazardous Waste is detected within a load delivered of Acceptable Waste, The contractor shall immediately notify the City Representative. If the Contractor can reasonably demonstrate and document the source/generator of the materials, said materials may be returned to the generator, subject to approval by the City Representative. If not, the Contractor will properly isolate and containerize the materials and dispose of them in accordance with Applicable Law, at the City's expense and subject to approval by the City Representative.

#### **14.8 Facility and Equipment**

- 14.8.1 The Contractor shall be pro-active in maintaining and keeping in good condition and repair the City Transfer Station buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations, in accordance with the Preventative Maintenance Program as specified by Article 14.3.3 and the O&M Manual. The buildings shall be maintained to the satisfaction of the City Representative. The Contractor shall ensure janitorial services are provided in heated and/or air conditioned spaces.
- 14.8.2 The Contractor shall establish a written procedure, which must meet the approval of the City Representative, for monitoring the wear on the tipping floor. The Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement.
- 14.8.3 The Contractor shall be proactive in maintaining all of the systems and equipment at the City Transfer Station in safe and good working order, as specified by the Preventative Maintenance Program developed by the Contractor pursuant to Article 14.3.3.
- 14.8.4 The Contractor shall have at least two operational front end loaders on site at all times.
- 14.8.5 The Contractor shall be pro-active in maintaining the City Transfer Station grounds in neat, clean, and litter-free condition. The Contractor shall be responsible for monitoring and collecting litter on a daily basis at a minimum, and more often if needed.
- 14.8.6 The Contractor shall maintain a pest control system, including rodent, insect, and bird control, contracted to a qualified pest control company. All pest control system measures shall be subject to approval by the City Representative.
- 14.8.7 The Contractor shall be responsible for the cost of all improvements to the City Transfer Station that are necessary to operate effectively and efficiently, including all facility modifications, capital improvement, equipment maintenance, repairs, and purchases. Such improvements shall be made only upon prior written consent by the City Representative, which shall not be unreasonably withheld. Detailed documentation shall be submitted to the City with any request for such improvements.
- 14.8.8 At least annually, the Contractor and City Representative shall jointly inspect the City Transfer Station to identify any repairs or replacements needed. The Contractor, at its sole cost and expense, shall be responsible for all cleanings, repairs or replacements as identified on a schedule agreed upon by the City and the Contractor. Completed cleanings, repairs and replacements shall be subject to approval by the City Representative. The City reserves the right to conduct additional inspections and require repairs as necessary.
- 14.8.9 The City's personnel who operate the scale house shall have access to the City Transfer Station as necessary.

#### **14.9 Personnel**

- 14.9.1 Prior to the Commencement Date, the Contractor shall interview each of the City's personnel employed at the City Transfer Station who desire to interview. Should any City employee possess the knowledge, skills, and abilities of an available position and meet the Contractor's experience requirements, the Contractor shall consider offering continued employment to that person.
- 14.9.2 The Contractor shall employ certified operators and spotters, to operate the City Transfer Station and shall ensure all employees maintain certifications for the duration of performance under this Contract. The Contractor shall, wherever possible, employ its personnel from residents of the City.
- 14.9.3 The Contractor shall provide and maintain a minimum of two (2) contact names and phone numbers of the Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by the City Representative.
- 14.9.4 Conditions of employment shall be published and conspicuously posted so all employees may be informed. Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.

#### **14.10 Reporting**

- 14.10.1 Report Format. No later than fifteen (15) calendar days following the Commencement Date of this Contract, the Contractor shall submit to the City Representative the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of this Contract. The Contractor shall create, maintain, and make available records as defined in and required by all Applicable Law, and any reports as are reasonably necessary to document and track information described herein. All records provided to the City shall be in an Excel spreadsheet or other format as approved by the City Representative.

- 14.10.2 The Contract shall provide the following reports:

- a. Complaint Reports: The Contractor shall notify the City within twenty four (24) hours of the Contractor receiving a citizen complaint. The Contractor shall maintain a complaint log and document all corrective actions. The Contractor shall provide the complaint log upon request.
- b. Monthly Reports: By the fifteenth (15th) of each month, the Contractor shall submit to the City Representative an electronic report summarizing any incidents including, but not limited to, shutdown times, maintenance, results of random load checks, accident reports, copies of all correspondence and summaries of discussion with regulatory agencies, customer complaints, operating problems or concerns, changes in operations, and other information that the City and Contractor may require from time to time.
- c. Annual Reports: The Contractor shall file an annual report with the City no later than thirty (30) days following the close of a Contract Year. The annual report shall summarize the previous year's operations including a discussion of operating issues that occurred during the year, anticipated operating system issues during the coming fiscal year, planned capital improvements, and any other information pertinent to the maintenance and stewardship of the City Transfer Station, permits, and any other related aspects of this Contract.

### **ARTICLE 15. COMPENSATION**

#### **15.1 Service Rates**

- 15.1.1 Collection Service rates shall be as provided in Exhibit 1. These rates shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, these rates shall be adjusted as specified in Exhibit 2.

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- 15.1.2 The fees paid the Contractor for non-curbside Residential Collection Service are calculated on a per-unit rate equal to the rate paid for curbside Residential Collection Service.
- 15.1.3 The fees paid the Contractor for collection of commercial Recyclables may not exceed the collection portion of the service rate for a similar level of commercial Solid Waste collection service.
- 15.1.4 The fee paid to the Contractor for transporting and processing Yard Waste shall be as provided in Exhibit 1. This fee shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, this fee shall be adjusted as specified in Exhibit 2.
- 15.1.5 The fee paid to the Contractor for operating the City Transfer Station, inclusive of all related services related to the City Transfer Station as specified in this Contract, shall be as provided in Exhibit 1. This fee shall remain fixed from the Commencement Date through September 30, 2015. Beginning October 1, 2015 and October 1 of each subsequent Contract Year, this fee shall be adjusted as specified in Exhibit 2.
- 15.1.6 Change in Law. The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain sufficient proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within one hundred and twenty (120) calendar days of receipt of the request and all other additional information required by the City, the City Manager shall make a determination regarding the fairness of the request, and shall make a recommendation to the City Commission at a regular meeting. Rates adjusted due to change in law shall become effective the month following approval by the City Commission or when the law in question becomes effective, whichever is later.

**15.2 Recyclables Revenue**

- 15.2.1 The Contractor shall remit payment to the City monthly for each Ton of Program Recyclables collected from Residential Units, City Hall and City-owned public Containers during the previous month. The Tons of Program Recyclables shall be based on the inbound weight as determined by the City Transfer Station scales or the facility to which Program Recyclables are initially delivered if the Contractor decides not to use the City Transfer Station (inbound Program Recyclables). If Program Recyclables are mixed with commercial Recyclables, the Contractor shall make payment to the City for the entire load, unless otherwise agreed upon between the Contractor and the City Representative. The payment per Ton of Program Recyclables shall be calculated as specified in Exhibit 3.
- 15.2.2 The Contractor shall remit payment to the City monthly for all White Goods collected during the previous month. The Tons of White Goods shall be based on the inbound weight at the City Transfer Station or the facility to which White Goods are initially delivered if the Contractor decides not to use the City Transfer Station (inbound White Goods). The payment per Ton of White Goods shall be calculated as specified in Exhibit 3.

**15.3 Billing and Payment**

- 15.3.1 The City will bill and collect payment for Residential Collection Services inclusive of disposal fees, excluding Special Services specified in Articles 5.2.3 and 5.2.4. The Contractor shall bill and collect payment for Commercial Collection Services including disposal, and for Special Services as specified in Article 5.2.3 and 5.2.4.
- 15.3.2 No later than the tenth (10th) calendar day of each month, the City will provide a report to the Contractor of the previous month's inbound tonnages as measured by the City's scale house for the materials listed below:
  - a. Program Recyclables

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- b. White Goods
- c. Yard Waste
- d. Acceptable Waste

15.3.3 No later than the fifteenth (15th) calendar day of each month, the Contractor shall provide the City, in an Excel spreadsheet format approved by the City Representative, with the following information for the service month prior, which may include the use of service verification system reports where appropriate:

- a. List and total number of actual curbside Residential Units served.
- b. List and total number of non-curbside Residential Units/Customers served, including the services provided by service type (Solid Waste, Program Recyclables, Yard Waste), Container type and number, and frequency.
- c. List and total number of actual Commercial Customers as billed, including the address and account number of each Customer receiving service, the size and number of containers, the number of pickups, and the amount billed. The Contractor shall have until the first day of the month following payment to report any errors or discrepancies. The Contractor shall promptly correct such errors or discrepancies.
- d. Disposal fees charged by the Contractor for each Commercial Customer.
- e. All additional or Special Services provided. The number of yards of materials collected for the additional service shall be itemized and explained, including disposal fees due the City.
- f. A summary of deliveries and total tonnages of materials collected during the previous month not delivered to the City Transfer Station, as determined by the receiving facility's scales, including, but not limited to, commercial Recyclables, Yard Waste, HHW, and E-Waste. Delivery information shall include tonnage, location, date and time of delivery, and vehicle number.
- g. Total payment due to the Contractor for Yard Waste processing services.
- h. Total payment due to the Contractor for City Transfer Station operations.
- i. Total recycling revenue due to the City for Program Recyclables and White Goods.
- j. Total commercial and Special Service disposal fees due to the City.

15.3.4 No later than the thirtieth (30th) calendar day of each month, the City will remit payment to the Contractor for the following:

- a. Residential Collection Services performed during the previous month. Payment will be the collection portion of the service fees and will be made based on the City's list of Residential Units.
- b. Yard Waste processing services performed during the previous month. Payment will be made based on the previous month's outbound Tons of Yard Waste as measured by the City's scale house, plus Tons of residential Yard Waste delivered to facilities instead of the City Transfer Station as determined by the receiving facility's scales as reported in Article 15.3.3(f) if applicable.
- c. City Transfer Station operations performed during the previous month. Payment will be made based on the previous month's inbound Tons of Acceptable Waste as measured by the City's scale house.

15.3.5 No later than the fifteenth (15th) calendar day of each month, the Contractor shall remit payment to the City for the following:

- a. Commercial and Special Service disposal fees collected during the previous month. Contractor shall remit the entire disposal fee portion of the service fees collected from Commercial Customers and for Special Services during the previous month.

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- b. Revenue for Program Recyclables and White Goods processed during the previous month. Contractor will remit payment to the City for each Ton of Program Recyclables and White Goods as specified by Article 15.2.
- c. The portion of fees due the City for the provision of additional Garbage Carts as specified in Article 8.1.6.c
- d. Any assessed penalties as stated in Article 13.2.4

## ARTICLE 16. CONTRACTOR PERFORMANCE

### 16.1 Chain of Communication

- 16.1.1 The Contractor shall direct any communications regarding operations pursuant to this Contract to the City Representative first and foremost, including daily and routine communications, reports and plans as specified, and all issues requiring direction, decisions, or input by the City.
- 16.1.2 The Contractor hereby agrees to refrain from communicating with other City staff or elected officials regarding operations pursuant to this Contract prior to discussion with the City Representative.

### 16.2 Local Manager

- 16.2.1 The Contractor shall assign a qualified local manager to be in charge of the operations within the City (Local Manager), as well as a designated alternative personnel when the Local Manager is not available. These personnel shall be responsible to the City Representative and be accessible at reasonable times. The Contractor shall give the names and day and night telephone numbers of these persons to the City Representative. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the City Representative and/or Customers within a reasonable, practicable time after notification of a request for such consultation.
- 16.2.2 The City reserves the right to request the replacement of the Local Manager and/or designated alternate. The Contractor shall honor the City's request.

### 16.3 Disagreements

Disputes between Customers and the Contractor concerning Container number or size, level or service, or day of pick-up may be appealed to the City Manager or his designee, and his determination shall be final.

### 16.4 Liquidated Damages

- 16.4.1 In the event the Contractor fails to perform in accordance with the provisions of this Contract, the City may withhold from any monies due the Contractor, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the following failures:

- a. Failure to submit to the City all plans, reports, or other documents in the time required under the provisions of this Contract, unless approved by the City Representative. \$50 per day late after due date
- b. Failure to deliver Containers within required timeframe. (Article 8) \$20 per Container
- c. Changing collection schedules without proper notification. (Article 9.4) \$50 per incident
- d. Failure to obtain City approval for Customer brochures and Cost of re-production

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	magnets. (Article 13.1)	and distribution
e.	Failure to resolve a legitimate complaint in the timeframe specified. (Article 10)	\$20 per incident per Unit per day
f.	Failure to repair damage to public or public or private property caused by the Contractor or its personnel within the timeframe approved by the City Representative. (Article 10)	\$50 per incident per day
g.	Beginning April 1, 2015: Legitimate residential service complaints in excess of 0.5% of total Residential Collection Services in a month. Total Residential Collection Services shall equal the number of collections per Residential Unit times the number of Residential Units serviced. (Article 10)	\$500 1 <sup>st</sup> month; \$2000 2 <sup>nd</sup> consecutive month and each month thereafter; More than 3 consecutive months shall be grounds for termination
h.	Beginning April 1, 2015: Legitimate commercial service complaints in excess of 0.5% of total Commercial Collection Services in a month. Total Commercial Collection Services shall equal the number of commercial collections per month. (Article 10)	\$500 1 <sup>st</sup> month; \$2000 2 <sup>nd</sup> consecutive month and each month thereafter; More than 3 consecutive months shall be grounds for termination
i.	Failure to keep overhead doors at the City Transfer Station closed unless vehicles are entering or exiting the City Transfer Station. (Article 14.5)	\$200 per Incident
j.	Failure to store all materials at the City Transfer Station indoors. (Article 14.5)	\$1000 per Day
k.	Failure to make repairs or provide replacement of City Transfer Station equipment and machinery as designated by the City within the established schedule. (Article 14.8.8)	City's cost to repair + 10%
16.4.2	The City Representative may assess liquidated damages pursuant to this Article on a monthly basis in connection with this Contract and shall, at the end of each month during the term of this Contract, notify the Contractor in writing of the liquidated damages assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, it may request in writing a meeting with the City Manager to resolve the issue. The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.	

## 16.5 Arbitration

In the event that the City and the Contractor are unable to reach agreement as to any disputes (other than breach) arising under this Contract within thirty (30) days after receipt of notice, hereafter referred to as Arbitration Notice, then those issues shall be submitted to binding arbitration under the following terms, conditions, and procedures:

16.5.1 Unless specifically provided for herein to the contrary, the rules and procedures of the American Arbitration Association, as shall from time to time be amended, shall apply.

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- 16.5.2 There shall be a three member Arbitration Board composed of one member selected by the City and one member selected by the Contractor. Each party shall notify the other of its selection on or before ten (10) days after receipt of the Arbitration Notice. The final member of the three-member Arbitration Board shall be selected by the initial two members within a reasonable time after their appointment.
- 16.5.3 On or before twenty five (25) days after receipt of the Arbitration Notice, each party shall submit to the Arbitration Board its written position on each unresolved issue. Such submission shall include, not only the party's proposed resolution, but also, all supporting data and argument. All exhibits intended for introduction at the hearing and a list of witnesses each party intends to call, shall be submitted as exhibits to the submission.
- 16.5.4 The Arbitration Board may schedule such preheating conferences, as it shall deem advisable.
- 16.5.5 The arbitration hearing shall commence between twenty-six (26) and forty (40) days after receipt of the Arbitration Notice, and the evidentiary phase of such hearing shall be concluded no later than ten (10) working days after its commencement.
- 16.5.6 Within ten (10) days of the conclusion of the evidentiary phase of the arbitration hearing, the Arbitration Board shall announce its order. The order shall be limited to each individual issue, and to either the position of the City or that of the Contractor as set forth by each party's submission. The order shall be final and not subject to appeal.
- 16.5.7 Findings of fact and conclusions of law shall not be required of the Arbitration Board unless specifically requested by either party within five (5) working days of the announcement of the order.
- 16.5.8 The cost of arbitration shall be borne equally by the City and the Contractor, unless the order makes a specific finding of fact that one party has prosecuted its case in frivolity or in bad faith, in which case all costs of arbitration shall be borne by the offending party.

#### **ARTICLE 17. PERFORMANCE BOND**

The Contractor shall furnish a performance bond as security for the performance of the Contract with the City. Said performance bond will be in the greatest of fifty (50%) of the annual cost of the executed Contract. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial rating of a VII or higher for the most current calendar year available. The Surety or Sureties shall be a company or companies satisfactory to the City. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of a Florida resident agent may be waived by the City if evidence satisfactory to the City is if applicable requirements have been met to permit service of process on a State official under state law.

#### **ARTICLE 18. TERMINATION**

##### **18.1 Termination for Convenience**

The City shall have the right to terminate this Contract, for convenience, upon one hundred eighty (180) days written notice to either party. In the event of a termination under this Subsection, the Contractor shall continue to operate in accordance with the provisions of this Contract during the wind-down period. Upon mutual written Contract, the wind-down period may be extended. The City shall not terminate said Contract under this clause for two (2) Contract Years after the Effective Date.

## 18.2 Termination for Material Breach

Either party hereto may terminate this Contract upon a material breach of the terms hereof by the other party, provided that the non-breaching party gives written notice of the breach to the breaching party and allows said breaching party thirty (30) days to cure, or to take all reasonable steps to commence to cure, said breach as provided for in herein. The following events shall be deemed a breach of contract.

- 18.2.1 The Contractor takes the benefits of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consent to the appointment or a receiver, trustee, or liquidator of all or substantially all of its property; or,
- 18.2.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- 18.2.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,
- 18.2.4 The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,
- 18.2.5 Any lien is filed against any premises in the City because of any act or omission of the Contractor and is not removed or the City and landowner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,
- 18.2.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed, or refused to comply with the instructions of the City Representative.

## 18.3 Procedure

- 18.3.1 Within thirty (30) days after receipt of written notice, if the breaching party fails to cure the default or breach, the City Representative shall notify the City Manager and a public hearing shall be set for a date within fifteen (15) days of such notice.
- 18.3.2 The City Representative shall, not less than five (5) days prior to the date of such hearing, notify the Contractor of the date and place of the public hearing at which the Contractor shall be required to show cause why the terms of the Contract have been breached. Should either party fail to appear at the hearing or fail to show cause why it has breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor, and authorize the City Manager to take action with regard to the performance bond if necessary.

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- 18.3.3 Upon such a declaration of breach by the Contractor, all payments due the Contractor shall be retained by the City and applied to the completion of the Contract and to damages suffered and expenses incurred by the City by reason of such breach, unless the surety on the performance bond shall assume the Contract, in which event all payments remaining due to the Contractor at the time of breach, less amount due the City from the Contractor and less all sums due the City for damages suffered and expenses incurred by reason of such delimit, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had said Contractor continued to perform the Contract.
- 18.3.4 If such surety fails to exercise such option to cure, the City may complete the Contract or any part thereof, either by day labor or by re-letting the Contract, and the City shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the Contractor for the performance of the Contract and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto. During such period, the liability of the City to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- 18.3.5 In the event the City completes the Contract at a lesser cost than would have been payable to the Contractor under the Contract if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such cost to the City be greater, the Contractor shall be liable for and pay the amount of such excess cost to the City.

**18.4 Force Majeure**

Unless otherwise stated herein, the Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the reasonable control of Contractor; for the purpose herein, a strike shall be considered within the Contractor's reasonable control.

**ARTICLE 19. INSURANCE REQUIREMENTS**

During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required below. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect in all claims arising out of the operations or work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the City. Except as otherwise stated, the amounts and types of insurance provided by the Contractor shall conform to the following minimum requirements:

**19.1 Worker's Compensation**

The Contractor shall provide and maintain during the life of the Contract, at its own expense, Workers Compensation Insurance coverage that apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than one million dollars (\$1,000,000) each accident; one million dollars (\$1,000,000) disease policy limit; and one million dollars (\$1,000,000) disease each employee.

**19.2 Comprehensive General Liability**

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

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- 19.2.1 Minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and an annual aggregate of ten million dollars (\$10,000,000).
- 19.2.2 The policy must include the contractual liability endorsement: premises and/or operations; independent contractors; and products and/or completed operations.
- 19.2.3 The contractual coverage must specify that it covers the Indemnification Contract which is part of this Contract.

### 19.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- 19.3.1 Minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability.
- 19.3.2 Coverage must include owned vehicles, hired and non-owned vehicles, and employer's non-ownership.
- 19.3.3 The contractual coverage must specify that it covers the Indemnification Contract which is part of this Contract.

## 19.4 Certificates

Certificates of all insurance required from the Contractor shall be subject to the City's approval of adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Contract and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of the Contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, in thirty (30) days prior to expiration, and shall state that such insurance is as required by such paragraphs of this Contract. Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested; this includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation clause in favor of the City of Key West on all policies and shall state that such insurance is as required by sections pursuant to this Contract.

## ARTICLE 20. OTHER TERMS AND CONDITIONS

## 20.1 Notice

All notices and other communications received in connection with this Contract shall be in writing unless otherwise specified. Any notice or other communication required under this Contract shall be deemed delivered to the addressee when delivered in duplicate, in person at the address set forth below, or three business days after the deposit in any main or branch office of the U.S. Post Office, certified or registered mail, return receipt requested, postage pre-paid, properly addressed to the parties, respectively, as follows:

To the City: City of Key West  
3132 Flagler Avenue  
Key West, Florida 33040  
Attn: City Manager

To the Contractor: Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, FL 33073

By notice complying with the foregoing requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices and communications to such parties, though no notice of the change of address shall be effective until actually received.

## 20.2 Subcontractors, Assignments, and Change of Control

This Contract is not transferable or assignable and may not be transferred nor assigned without the prior written consent of the City, which consent may be withheld by City for any reason or no reason in the sole discretion of the City. In the event Contractor assigns, transfers, or subcontracts any interest in this Contract without City's written consent, City shall have the right to terminate this Contract and City's right to damages shall survive. A sale or transfer of a controlling interest in the Contractor's corporate entity by sale of stock or otherwise shall constitute an assignment for purposes of this provision.

### 20.3 Compliance with Laws and Regulations

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for affecting a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the contract, the ordinances shall be the governing factor for performances of the Contract.

## 20.4 Indemnification and Penalties

20.4.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the work. This indemnification shall continue beyond the date of completion of the work.

20.4.2 The Contractor shall be liable for any fines or civil penalties which are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, the Contractor's performance or failure to perform, its duties and obligations under this Contract including, without limitation, acts and omissions of the Contractor's employees, agents, officers, subcontractors and independent contractors.

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20.4.3 The Contractor may contest any such fines or penalties in administrative and/or court proceedings provided, however, that the Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. The Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

**20.5 Employment**

20.5.1 **Independent Contractor.** The relationship of the Contractor is that of an Independent Contractor. The City and the Contractor hereby agree and covenant that at no time during the term of this Contract shall any member of the governing body of the City be employed by, or be a member of the governing body of, the Contractor, or any subsidiary of the Contractor, nor shall any member of the governing body of the Contractor be employed by, or be a member of the governing body of the City. The Contractor or any subsidiary of the Contractor may not employ any administrative official of the City who has the responsibility of administering, enforcing, interpreting, or acting under this Contract within one (1) year of the termination of such person's employment with the City without the prior written consent of the governing body of the City.

20.5.2 **Working Conditions.** The Contractor shall comply with all applicable state and federal laws relating to the employment or protection of employees, now or hereafter in effect. This includes the Fair Labor Standards Act.

20.5.3 **Equal Opportunity.** The Contract is an equal opportunity employer with an affirmative action program. The Contractor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or domestic partner. The Contractor shall comply with applicable Florida statutes pertaining to the selection of labor.

20.5.4 **Responsibility for Safety.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services to be performed pursuant to this Contract. The Contractor shall be responsible for complying with all Applicable Laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall provide operating safety training for all personnel and shall have an active corporate safety program in effect at all times. Each Route Supervisor shall be trained in first aid and CPR, and each vehicle shall be equipped with a first aid kit.

20.5.5 **Conduct of Employees.** The Contractor shall ensure that his/her employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees shall follow the regular walk for pedestrians while on private property. No trespassing by employees will be neither permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants. The Contractor shall also be responsible for complying with the following terms and conditions:

- a. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven.
- b. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets is acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

**20.6 Interpretation**

Except as otherwise provided, any dispute concerning a question of tact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy

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thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the City Manager.

**20.7 Entire Contract, Further Actions**

This Contract, including the exhibits hereto contains the entire Contract between the parties relative to the services to be provided hereunder. Each of the parties hereto agrees, from time to time, to execute and deliver such further instruments, and to take such further action, as may be reasonably necessary in order to fully perform and carry out the terms and intent hereof.

**20.8 Severability**

If any provision of this Contract, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, or shall be rendered invalid, unenforceable, or illegal, by virtue of enactment of statute or promulgation of administrative rule, the remaining provisions of this Contract shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by Applicable Law.

**20.9 Binding Effect**

Each of the covenants, Contracts and provisions contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

**20.10 Waiver**

Unless otherwise specifically provided in this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the parties granting such waiver. In any representation, warranty or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Contract.

**20.11 Captions**

The titles or captions contained in this Contract are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Contract or the intent of any provision hereof.

**20.12 Amendment**

This Contract may not be amended or modified in any respect, except by written Contract expressly referring to this Contract and duly authorized, executed and delivered by authorized representatives of the parties hereto.

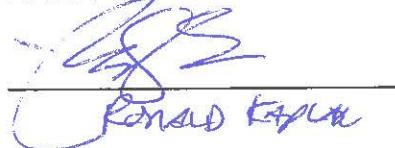
**20.13 Representations of the Contractor**

The Contractor represents that it is a corporation duly organized under the laws of Florida; and this Contract has been duly authorized, executed and delivered by it; and it has the required power and authority to perform this Contract.

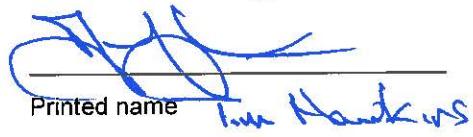
City of Key West  
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IN WITNESS HEREOF, the parties have made their agreement on the date first written above and, except as otherwise provided herein, is effective immediately.

ATTEST:

  
\_\_\_\_\_  
Ronald Taylor

Waste Management, Inc. of Florida

  
\_\_\_\_\_  
Printed name Tim Hawkins

President

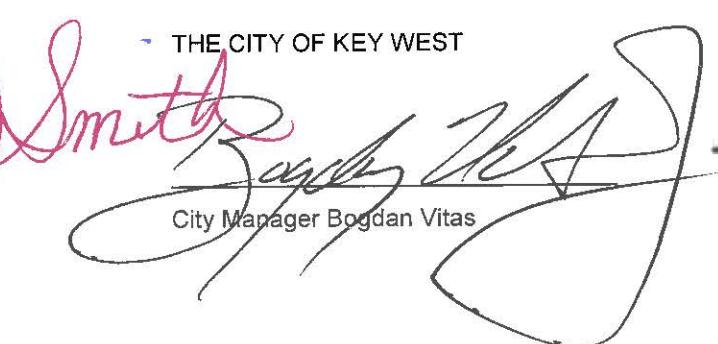
Title

ATTEST:

  
\_\_\_\_\_  
City Clerk

THE CITY OF KEY WEST

City Manager Bogdan Vitas

  
\_\_\_\_\_  
Smith  
Bogdan Vitas

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**EXHIBIT 1 – SERVICE RATES**

**COLLECTION SERVICES**

Option 1.		Option 2.	
Residential Units	\$/Unit/Mo	Residential Units	\$/Unit/Mo
Solid Waste (1 x week)		Solid Waste (2 x week)	\$11.55
Recycling (1 x week)		Recycling (1 x week)	\$2.46
Yard Waste (1 x week)		Yard Waste (1 x week)	\$2.53
Bulk Waste (on-call)	<i>Included in Solid Waste</i>	Bulk Waste (on-call)	<i>Included in Solid Waste</i>
<b>Total</b>		<b>Total</b>	<b>\$16.54</b>

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

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### **Commercial Collection Services – Non Compaction Monthly Rates**

### **Commercial Collection Services – Compaction Monthly Rates**

## Commercial Collection Services – Roll off Rates

#### **ADDITIONAL SERVICES**

Service	Rates	
Collection of Public Containers	\$ 1.26	per container per pickup
Yard Waste Processing	\$ 64.00	per Ton of Yard Waste
City Transfer Station Operation	\$ 16.54	per Ton of Acceptable Waste

## EXHIBIT 2 – RATE ADJUSTMENTS

### Collection Fee Component

Beginning October 1, 2015 and the same date of each subsequent year during the term of the Contract excluding the final Contract year, the collection component of service rates and the Contractor's Fee used in determining Recyclables revenue shall be adjusted as follows.

- a. CPI Adjustment (rounded to the nearest cent): Ninety-five percent (95%) of the rate shall be adjusted based on the seventy five percent (75%) of the change, rounded to the nearest hundredth of a percent, in the Consumer Price Index between the month of February in the previous year and the month of February in the current year. The CPI will be the Consumer Price Index for the All Urban Consumers, U.S. City Average, All Items – not seasonally adjusted (Series ID: CUUR0000SA0).
- b. Fuel Adjustment (rounded to the nearest cent): Five percent (5%) of the rate shall be adjusted based on the percentage change, rounded to the nearest hundredth of a percent, in the Fuel Price between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. The Fuel Index will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (cents per gallon). If the Contractor utilizes CNG collection vehicles, the exhibit will be revised accordingly. In such case, the Fuel Index will be the Henry Hub Gulf Coast Natural Gas Spot Price (dollars per million BTU/7.17 dge), provided by the U.S. Energy Information Administration and accessible at <http://www.eia.gov/dnav/ng/hist/rngwhhdd.htm>
- c. The total adjustment to the collection element of the service rates in any given year shall not exceed two and one half percent (2.5%) of the previous year's rates, rounded to the nearest cent.
- d. If the source of the CPI or Fuel Price is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

### **SAMPLE CALCULATION**

#### Assumptions (for illustrative purposes only):

Current collection fee component (CF) = \$8.00

• CPI in February 2012 (CPI1) = 227.663	• Average monthly Fuel Price Feb-Jan previous year (FP1) = 3.800
CPI in February 2013 (CPI2) = 232.166	Average monthly Fuel Price Feb-Jan most recent year (FP2) = 3.924
75% of % Change in CPI = 1.48%	% Change in Fuel Price = 3.26%

New Collection Fee Component =

Current Collection Fee (CF) + [0.95 x CF x 0.75 x % Change in CPI] + [0.05 x CF x % Change in FP]

$$= \$8.00 + [0.95 \times \$8.00 \times 0.75 \times ((CPI2 - CPI1)/CPI1)] + [0.05 \times \$8.00 \times ((FP2 - FP1)/FP1)]$$

$$= \$8.00 + [\$7.60 \times 0.0148] + [\$0.40 \times 0.0326]$$

$$= \$8.00 + (\$0.11) + (\$0.01)$$

$$= \$8.12$$

Maximum Rate Adjustment = \$8.00 + (\$8.00 x 2.5%) = \$8.20

Therefore the new Collection Fee Component = \$8.12

### Disposal Fee Component

The disposal fee components of Commercial Collection Service rates shall be adjusted as calculated by the City if and when the tipping fee charged at the City Transfer Station changes.

## EXHIBIT 3 – RECYCLABLES REVENUE

### Program Recyclables

A. The Contractor shall remit payment to the City monthly for all Program Recyclables collected from Residential Units, City Hall, and public areas based on the inbound Tons of Program Recyclables as measured by the City Transfer Station scales. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables, unless otherwise approved by the City. Revenue payment per Ton shall be calculated as follows:

1. The Contractor shall calculate the Average Market Value (A.M.V) of the Program Recyclables **each month**, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. **For illustrative purposes, the table calculates the A.M.V based on the commodity prices first posted in December 2013.**

AMV Calculation					
Material	Index Description	Index Value	Market	Material %	Average
Newspaper	PS 8 baled, F.O.B. seller's dock	62.5	\$62.50	19.40%	\$12.13
Corrugated containers	PS 11 baled, F.O.B. seller's dock	110	\$110.00	10.20%	\$11.22
Mixed paper	PS 1 baled, F.O.B. seller's dock	52.5	\$52.50	24.40%	\$12.81
Aseptic Cartons	PS 52 baled, F.O.B. seller's dock	0	\$0.00	0.40%	\$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	67.5	\$1,350.00	2.00%	\$27.00
Steel cans	\$/Ton, sorted, baled and delivered	115	\$115.00	3.00%	\$3.45
PET	Cents/lb., baled and picked up	16.5	\$330.00	5.20%	\$17.16
Natural HDPE	Cents/lb., baled and picked up	36	\$720.00	2.50%	\$18.00
Colored HDPE	Cents/lb., baled and picked up	26	\$520.00	2.60%	\$13.52
Plastics #3-7	Comingled #3-7, cents/lb., baled & pickedup	0.25	\$5.00	2.50%	\$0.13
Bulky Rigid Plastics	Cents/lb., baled and picked up	0.25	\$5.00	1.30%	\$0.07
Glass (3 Mix)	\$/Ton, delivered	-10	(\$10.00)	22.50%	(\$2.25)
Contamination	N/A (market value will remain fixed at 0)		N/A	\$0.00	4.00%
				100.00%	\$113.24

Note: The index values for December 2013 are used for estimation purposes only, and are subject to fluctuation. No market index currently exists for aseptic containers in RecyclingMarkets.net; therefore, the values are set at \$0. When a market index for these materials becomes available on RecyclingMarkets.net, they will be utilized.

2. A Contractor's Fee of eighty dollars (\$80.00) per Ton shall be deducted from the AMV. This fee shall be adjusted annually as specified in exhibit 2.a-d. Contractor shall pay the City 0% of the remaining amount, for each Ton of inbound Program Recyclables collected during that month.
3. If the A.M.V is less than the Contractor's Fee, the Contractor shall make no payment to the City and the City shall make no payment to the Contractor. At no time shall the City make payment to the Contractor for accepting, processing, or marketing Program Recyclables, regardless of the A.M.V.

## SAMPLE CALCULATION

### Assumptions:

- A.M.V = \$113.24
- Contractor's Fee = \$80.00
- Revenue Percentage = 75%

Revenue/Ton = (A.M.V - Recycling Fee) x Revenue Percentage = (\$113.24 - \$80.00) x 75% = \$24.93 per Ton

### B. Contractor accepts and acknowledges the following:

1. The material percentages used for calculating the A.M.V are best estimates of the composition of Program Recyclables as delivered to the City Transfer Station or other facility for transfer (inbound Program Recyclables). Because different processors use different equipment and technologies, they will have varying amounts of processing residue. Therefore, the material percentages do not attempt to estimate or include processing residue. Contractor has utilized its industry knowledge and experience processing materials similar to Program Recyclables as defined herein in evaluating the accuracy of these percentages and developing its bid.
2. The material percentages used for calculating the A.M.V shall be revised only upon completion of a Program Recyclables composition study that meets the requirements specified herein.
  - a. The study entails sampling and manual sorting of inbound Program Recyclables, not processing Program Recyclables through a sorting line that includes mechanized equipment. Inbound Program Recyclables means Program Recyclables as initially delivered to a facility following collection, not Program Recyclables after being transloaded through another facility. The final methodology is subject to written approval by the City.
  - b. The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in the Southeast United States. Selection of such entity is subject to written approval by the City.
  - c. The City reserves the right to have a representative onsite throughout the composition study.
  - d. Study results are subject to final approval by the City. If approved by the City, adjustments to the composition percentages provided in herein shall be made and shall become effective for the following month and the remainder of the Contract, or until further adjusted in a future composition study.
  - e. The composition study shall be paid for by the party requesting such study unless otherwise agreed upon.
3. The market index utilized is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Contractor. Contractor has taken this into consideration when developing its bid.
4. For the purposes of calculating revenue, the market index for contamination in the preceding table shall remain fixed at \$0. Contractor has taken this into consideration when developing its bid.
5. If at any time during the term of the Contract, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
6. The Contractor's Fee defined in the formula is not intended to accurately reflect the Contractor's cost for accepting, processing, marketing, and transporting Program Recyclables. Contractor has taken this into consideration when developing its bid.

City of Key West  
Solid Waste Collection and Processing Services  
Contract

7. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.
8. The revenue formula shall be used for calculating revenue throughout the term of the Contract.

**White Goods**

- A. The Contractor shall remit payment to the City monthly for all White Goods delivered to the City Transfer Station based on the inbound Tons of White Goods as measured by the City Transfer Station scales. Revenue payment per Ton shall be calculated as follows:
  1. The Contractor shall utilize the Market Value of White Goods, defined as the Southeast USA regional average commodity price (U.S. Dollars per Ton) for White Goods, first posted in the month for which payment is being made in RecyclingMarkets.net
  2. Contractor shall pay the City 0% of the remaining amount, for each Ton of White Goods collected during that month.
  3. At no time shall the City make payment to the Contractor for accepting, processing, or marketing White Goods, regardless of the Market Value.

SAMPLE CALCULATION

**Assumptions:**

- December 2013 Market Value = \$125.00
- Revenue Percentage = 50%

Revenue per Ton = (Market Value) x Revenue Percentage = (\$125.00) x 50% = \$75.00/Ton

## EXHIBIT 4 – CONTAINER SPECIFICATIONS

The specifications herein describe the minimum acceptable features and performance requirements for Garbage and Recycling Carts including RFID technology, and Recycling Bins.

GARBAGE AND RECYCLING CARTS	
Body Quality	<ul style="list-style-type: none"> <li>Carts and lids must be made from injection-molding</li> <li>Smooth interior surface, free from crevices, recesses, projections, and obstructions</li> <li>Reinforced rim to add structural strength and stability, and to provide a flat surface for lid closure</li> <li>Wall thickness of 0.175" throughout body, minimum of 0.14"; 0.185" at critical wear points including bottom, handle, and lift mechanism</li> <li>Double drag rail on Cart bottom; reinforced base with molded-in wear strip</li> <li>Lid attachments must be constructed of weather resistant plastic only</li> <li>Wheels shall be snap-on, composed of extra high molecular weight polyethylene; at least 10" in diameter and 1.75" wide with knobby treads</li> </ul>
Construction Material	<ul style="list-style-type: none"> <li>High-density polyethylene (HDPE)</li> <li>Off-spec or wide spec material and dry-blending of material is not acceptable</li> <li>20% Recycled content minimum</li> </ul>
Size (Capacity)	<ul style="list-style-type: none"> <li>95 gallons (+/- 3%)</li> <li>65 gallons (+/- 3%)</li> <li>35 gallons (+/- 3%)</li> </ul>
Dimensions	<ul style="list-style-type: none"> <li>95 gallons 45" height, 33" depth, 28.5" width</li> <li>65 gallons 40.25" height, 28" depth, 26.5" width</li> <li>35 gallons 39" height, 22" depth, 20" width</li> </ul>
Colors	<ul style="list-style-type: none"> <li>Dark Green (Curbside Residential Garbage)</li> <li>Dark Gray (Commercial / Non-curbside Residential / Special Event Garbage)</li> <li>Pepsi Blue (All Recycling)</li> <li>Non-fading; integrated UV stabilizer additive no less 1.5% by weight</li> <li>Painted carts are unacceptable</li> <li>Exact color codes to be approved by the City</li> </ul>
Markings	<ul style="list-style-type: none"> <li>Unique serial numbers permanently marked or barcoded on the front face of the cart body</li> <li>Commercial/ Non-curbside Residential / Special Event Carts: Contractor logo hot stamped on each side, letters not to exceed 1½" in height</li> <li>Curbside Residential Carts: Shall match existing design (City-provided)</li> <li>In-mold labeling; City will provide detail</li> </ul>
Load Rating	<ul style="list-style-type: none"> <li>Minimum of 3.5 lbs per gallon; conforming to ANSI Standard Z245.30</li> </ul>
Warranty	<ul style="list-style-type: none"> <li>Minimum 10 years</li> </ul>
Lift Systems	<ul style="list-style-type: none"> <li>Must be compatible with American semi-automated bar-locking lifters and fully-automated arm lifters</li> <li>Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon Carts</li> <li>Lower bar be galvanized metal 1" in diameter, with length not more than 9 ½" and must come pre-installed</li> <li>Bolted on bars are not acceptable</li> </ul>
Standards	<ul style="list-style-type: none"> <li>ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts</li> </ul>

City of Key West  
 Solid Waste Collection and Processing Services  
 Contract

<b>RECYCLING BINS</b>	
Construction Material	<ul style="list-style-type: none"> <li>• High-density polyethylene</li> <li>• Minimum of 25% post-consumer recycled content</li> </ul>
Size (Capacity)	<ul style="list-style-type: none"> <li>• 18 gallons (+/- 3%)</li> </ul>
Dimensions	<ul style="list-style-type: none"> <li>• 13.5" height, 17" deep, 27" width</li> </ul>
Colors	<ul style="list-style-type: none"> <li>• Pepsi Blue</li> <li>• Non-fading; integrated UV inhibitor</li> <li>• Colors must be impregnated into the plastic</li> <li>• Painted bins are unacceptable</li> <li>• Exact color codes to be approved by City</li> </ul>
Markings	<ul style="list-style-type: none"> <li>• Shall match Curbside Residential Recycling Cart Design</li> </ul>
Body	<ul style="list-style-type: none"> <li>• Each bin is required to have drain holes in the bottom</li> <li>• Each bin shall have carrying handles on two sides</li> </ul>
Warranty	<ul style="list-style-type: none"> <li>• Minimum 10 years</li> </ul>

<b>RFID TECHNOLOGY</b>	
Technical Specifications	<ul style="list-style-type: none"> <li>• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz.</li> <li>• Read range: 6 foot minimum</li> <li>• Protocol: EPC Class 1 Gen 2</li> </ul>
Environmental Specifications	<ul style="list-style-type: none"> <li>• RFID tags must have an optimal operating temperature of -40°F to +149°F</li> <li>• Waterproof</li> <li>• Chemical resistant appropriate for Solid Waste collection application</li> <li>• Mechanical resistant appropriate for Solid Waste collection application</li> </ul>
Mounting Specifications	<ul style="list-style-type: none"> <li>• Encapsulated tag designed for mounting</li> <li>• Mounting surfaces: Metal, plastic, etc.</li> </ul>
Memory Requirement	<ul style="list-style-type: none"> <li>• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer</li> </ul>
Supporting Software	<ul style="list-style-type: none"> <li>• Web-based</li> </ul>

**Entity Name:** WASTE MANAGEMENT INC. OF FLORIDA**Current Principal Place of Business:**

1001 FANNIN  
SUITE 4000  
HOUSTON, TX 77002

**Current Mailing Address:**

1001 FANNIN, SUITE 4000  
ATTN: TAX DEPARTMENT  
HOUSTON, TX 77002

**FEI Number:** 59-1094518**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	P	Title	VP
Name	HAWKINS, TIMOTHY B	Name	MYHAN, DAVID M
Address	1001 FANNIN, SUITE 4000	Address	1001 FANNIN, SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	VP	Title	CFO
Name	CARROLL, THOMAS G	Name	CARPENTER, DON P
Address	1001 FANNIN, SUITE 4000	Address	1001 FANNIN, SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	TREA	Title	VP,A
Name	RANKIN, DEVINA A	Name	LOCKETT, MARK A
Address	1001 FANNIN, SUITE 4000	Address	1001 FANNIN, SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	VP & AS	Title	VP, S & DIRECTOR
Name	LAMBROS , JAMES F.	Name	SMITH , LINDA J.
Address	1001 FANNIN SUITE 4000	Address	1001 FANNIN SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MARK A. LOCKETT

VP &amp; AT

01/15/2014

Electronic Signature of Signing Officer/Director Detail

Date

**Officer/Director Detail Continued :**

Title	VP & ASST GENERAL COUNSEL	Title	VP
Name	TSAI , S. JOHN	Name	WILT , DENNIS M.
Address	1001 FANNIN SUITE 4000	Address	1001 FANNIN SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	AT	Title	AS
Name	BENNETT , JEFF	Name	FOSTER , JANNE C.
Address	1001 FANNIN SUITE 4000	Address	1001 FANNIN SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	AS	Title	AS
Name	KAPLAN , RONALD M.	Name	TIPPY , COURTNEY A.
Address	1001 FANNIN SUITE 4000	Address	1001 FANNIN SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002
Title	VP & AS	Title	VICE PRESIDENT
Name	VAN GESSEL , JOHN T.	Name	DEES , CHARLES D. III
Address	1001 FANNIN SUITE 4000	Address	1001 FANNIN, SUITE 4000
City-State-Zip:	HOUSTON TX 77002	City-State-Zip:	HOUSTON TX 77002



Aon Risk Services Southwest, Inc.  
5555 San Felipe St., Suite 1500  
Houston, TX 77056

June 11, 2014

Greg Sullivan  
WASTE MANAGEMENT INC. OF FLORIDA  
125 Toppino Industrial Road  
Key West, FL, 33040

RE: Bond No. 106077084  
CITY OF KEY WEST

Dear Greg:

Enclosed please find the above referenced bond executed at your request in the amount of \$3,625,000.00, dated June 11, 2014 for CITY OF KEY WEST.

Please forward the original to CITY OF KEY WEST and retain a copy for your files.

If you have any questions or need further assistance, please contact the Financial Assurance department at your Corporate office; contact information is:

- Gineth Mata 713-394-2317
- Laura Sudduth 713-512-6536

Sincerely,

Jennifer Copeland

enclosures  
2434997

**PERFORMANCE BOND**  
Annual Form

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

Bond No. 106077084

**KNOW ALL BY THESE PRESENTS**, That we WASTE MANAGEMENT INC. OF FLORIDA, as Principal, and Travelers Casualty and Surety Company of America, of Hartford, Connecticut, authorized to do business in the State of FL, as Surety, are held and firmly bound unto CITY OF KEY WEST, as Obligee, in the maximum penal sum of Three Million Six Hundred Twenty Five Thousand and 00/100 Dollars (\$ 3,625,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

**WHEREAS**, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Collection of Residential Solid Waste and Recycling and Commercial Solid Waste Collection and Transfer Station Operation, (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

**NOW, THEREFORE**, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of 1/1/2015 to 12/31/2015. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Attn: Bond Claim

5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 11th day of June, 2014.

Florida Countersignature: Resident Agent  
Claudette A. Hunt  
Claudette A. Hunt

WASTE MANAGEMENT INC. OF FLORIDA  
By: Lupe Tyler  
Principal Lupe Tyler, Attorney-in-Fact  
Travelers Casualty and Surety Company of America  
By: Jennifer Copeland  
Attorney-in-Fact Jennifer Copeland



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227961

Certificate No. 005898277

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Herrod, Wendy W. Stuckey, Margaret Buboltz, Lisa A. Ward, Donna L. Williams, Jennifer Copeland, David Wightman, and Stephenie Whittington

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

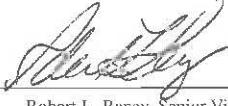
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2014.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



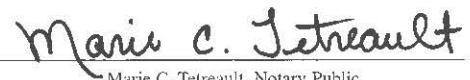
State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 9th day of May, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of June, 2014.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and all Subsidiary and Affiliate Companies (the "Corporation"), has constituted and appointed and does hereby appoint Margaret Buboltz, Jennifer S. Copeland, Vanessa Dominguez, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

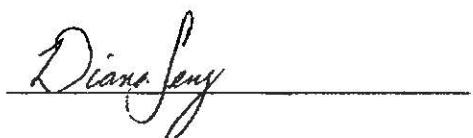
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

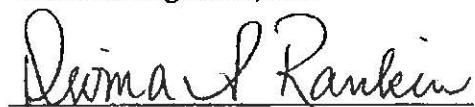
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 14th day of June, 2014.

Witness:



Waste Management, Inc.



Devina A. Rankin  
Vice President and Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)  
6/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 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	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF THE FLORIDA KEYS, INC. 125 TOPPINO INDUSTRIAL DRIVE ROCKLAND KEY FL 33040	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ACE American Insurance Company		22667
		INSURER B: Jndemnity Insurance Co of North America		43575
		INSURER C: ACE Property & Casualty Insurance Co		20699
		INSURER D:		
		INSURER E:		
INSURER F:				

## COVERAGE

CERTIFICATE NUMBER: 12995461

REVISION NUMBER: XXXXXXX

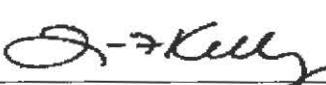
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD 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 <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>(Mandatory in NH)</small> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	Y/N N	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

12995461  CITY OF KEY WEST 3132 FLAGLER AVE KEY WEST FL 33040	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  



THE CITY OF KEY WEST  
Post Office Box 1409 Key West, FL 33041-1409 (305) 294-2700

To: Bogdan Vitas, City Manager  
Cc: David Fernandez, Asst. City Manager  
From: Jay Gewin, Utilities Manager *96*  
Date: June 25, 2014

**Reference: Execution of Waste Management Contract**

I have enclosed three copies of the Solid Waste Collection and Processing Services and Transfer Station Operation contract for your execution. The Contract was approved via City Commission Resolution 14-134, and has been reviewed by the City Attorney's Office.

Please sign the contract where the "Sign Here" sticker has been affixed. Once signed, please contact me and I will have the City Clerk Attest your signature, and distribute the contracts as appropriate.

This contract has been reviewed by the City Attorney's Office.

(Name)

(Date)