

**Solid Waste Franchise Agreement**  
**Between**  
**The City of Coral Gables, Florida**  
**And**  
**Waste Management Inc. of Florida**

**Solid Waste Franchise Agreement for  
The City of Coral Gables**

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## Exhibits

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## **SOLID WASTE FRANCHISE AGREEMENT FOR THE CITY OF CORAL GABLES**

This Agreement is made and entered into this \_\_\_\_ day of December, 2010 ("Effective Date") by and between the City of Coral Gables ("City"), a municipal corporation of the State of Florida, and Waste Management Inc. of Florida ("Contractor"), a Delaware corporation.

### **RECITALS**

WHEREAS, the City wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City Commission finds that granting a franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the City Commission finds that the franchise granted herein properly balances the Commission's desire to provide excellent, environmentally-sound Collection Services to all members of the community and the Commission's desire to minimize the community's costs for such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the City and the Contractor hereby agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

## SECTION 1: DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Section 1 shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the City's Ordinances shall apply. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition herein shall prevail.

**1.1     Administrator** shall mean the City employee designated by the City Manager to be the City's official representative in routine discussions with the Contractor regarding this Agreement.

**1.2     Advertising** shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

**1.3     Agreement** shall mean this Solid Waste Franchise Agreement.

**1.4     Agreement Year** shall mean: (a) the period beginning on the Effective Date and continuing through and including September 30, 2011 (i.e., the First Agreement Year); and (b) after the First Agreement Year, each period of twelve (12) consecutive months, beginning on October 1.

**1.5     Applicable Law** shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement.

**1.6     Back Door Service** shall mean the Collection of Solid Waste and Recyclable Materials on a Residential Customer's property at a location that is not Curbside.

**1.7     Biological Waste** shall mean those wastes that cause or have the capability of causing disease or infection, including but not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. This term does not include human remains that are disposed of by Persons licensed under Chapter 497, Florida Statutes.

**1.8     Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

- (a) used absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood;
- (b) absorbent materials saturated with blood or blood products that have dried; and
- (c) non-absorbent, disposable devices that have been contaminated with blood, or body fluids or secretions or excretions visibly contaminated with blood, if the devices have not been treated by an approved method.

**1.9     Bulk Waste** shall mean a large discarded item that cannot be placed in a Garbage Can or Roll Cart because of its size, volume, shape or weight. Bulk Waste includes, but is not limited to, sofas, tables, sinks, toilets, fixtures, furniture, ladders, and carpet. However, Bulk Waste does not include

automobiles, trucks, boats, boat motors, septic tanks, and other large items that are not found in a residential Dwelling Unit.

**1.10 Central Business District** shall mean the property bordered by LeJeune Road on the west, Douglas Road on the east, Navarre Avenue on the north, and Almeria Avenue on the south.

**1.11 Certificate of Occupancy** shall mean a document issued by the City certifying that a newly constructed building has been constructed in compliance with City specifications and is suitable for use.

**1.12 Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor's or City's performance under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

**1.13 Collection** shall mean the process of picking up, transporting, and dropping off at a Designated Facility of Solid Waste and Recyclable Materials.

**1.14 Collection Container** shall mean Garbage Cans, Roll Carts, Recycling Containers, and Mechanical Containers.

**1.15 Collection Plan** shall mean the Contractor's written plan for providing Collection Services in accordance with the provisions of this Agreement.

**1.16 Collection Service** shall mean each one of the various services provided by the Contractor for the Collection of Solid Waste, including but not limited to Residential Collection Service and Commercial Collection Service.

**1.17 Commencement Date** shall mean January 1, 2011, which is the date when the Contractor shall begin providing Collection Services to the City pursuant to the requirements of this Agreement.

**1.18 Commercial Collection Service** shall mean: (a) the Collection of Commercial Waste from a Commercial Customer; and (b) the Collection of Recyclable Materials from a Commercial Customer, if the Contractor has a contract with the Commercial Customer for such service.

**1.19 Commercial Customer** shall mean any Person that uses the Contractor's Commercial Collection Service.

**1.20 Commercial Lawn Care Company** shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

**1.21 Commercial Real Property** shall mean real property that is located in the Service Area and not classified as Residential Real Property. Commercial Real Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, theaters, service stations, and recreational vehicle parks; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Real Property shall include commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Real Property, shall be deemed Commercial Real Property.

**1.22 Commercial Waste** shall mean Garbage and Rubbish generated by a Commercial Customer on their Commercial Real Property or Industrial Real Property. Commercial Waste includes Recyclable Material generated by a Commercial Customer that has requested the Contractor to collect such material.

1.23 **Commission** shall mean the City Commission of Coral Gables, Florida.

1.24 **Community Events** shall mean events sponsored or co-sponsored by the City.

1.25 **Compactor** shall mean a stationary or mobile mechanism that is used to densify Solid Waste in a Mechanical Container.

1.26 **Consolidated Collection Areas** shall mean the locations in the Central Business District where multiple Customers shall use a single Mechanical Container, subject to the conditions herein.

1.27 **Construction and Demolition Debris** shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project.

1.28 **Consumer Price Index** or "CPI" shall mean the Consumer Price Index for the South Urban Region, not seasonally adjusted, for Urban Wage Earners and Clerical Workers, All Items, less energy (Series ID CWUR0300SA0LE, and CWUS0300SA0LE), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.29 **Contingency Plan** shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable.

1.30 **Contractor** shall mean Waste Management Inc. of Florida, which is the Person identified above that has entered into this Agreement to provide Collection Services for the City.

1.31 **City** shall mean, depending on the context, either (a) the geographical area contained within the City of Coral Gables, or (b) the government of the City of Coral Gables, acting through the Commission or its designee.

1.32 **Curbside** shall mean a location adjacent to the public right-of-way that abuts a Customer's property. If the Customer's property is located adjacent to an alleyway that has public access, Curbside shall mean a point easily accessible and readily noticeable from such alley.

1.33 **Customer** shall mean any Person that uses the Contractor's Collection Service under this Agreement. A Customer shall be a Commercial Customer or a Residential Customer.

1.34 **Customer List** shall mean the City's list of the Customers that are entitled to Collection Service from the Contractor.

1.35 **Day** shall mean a calendar day, except Sundays and Holidays.

1.36 **Designated Disposal Facility** shall mean the facility or facilities designated by the City for the disposal of the Solid Waste collected pursuant to this Agreement.

1.37 **Disaster Debris** shall mean debris that is produced or generated by a natural or manmade disaster and placed Curbside by a Customer. Disaster Debris includes but is not limited to Yard Trash, Construction and Demolition Debris, and Bulk Waste.

**1.38    Disaster Debris Contract** shall mean the City's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

**1.39    District Manager** shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

**1.40    Duplex** shall mean a detached structure that contains two (2) Dwelling Units.

**1.41    Dwelling Unit** shall mean a room or rooms constituting a separate, independent living area with cooking facilities or kitchen, a separate entrance, and bathroom facilities, that are physically separated from any other Dwelling Units in the same structure or in separate structures. A hotel or motel room is not a Dwelling Unit.

**1.42    Effective Date** shall mean the date when this Agreement is signed and duly executed by the Commission or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

**1.43    Electronic Equipment** shall mean electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

**1.44    Exempt Waste** shall mean materials that are exempt from the Contractor's franchise under this Agreement.

**1.45    Extraordinary Waste** shall mean wastes that require extraordinary management, including but not limited to abandoned automobiles, boats, dead animals, agricultural and industrial wastes, Biomedical Waste, Biological Waste, Radioactive Waste, and Hazardous Waste.

**1.46    Fair Market Value** shall mean the price that would be paid to purchase or lease an item in the open market, based on comparable sales or leases of similar items.

**1.47    Field Supervisor** shall mean the Contractor's employee that is responsible for supervising the Contractor's Collection Services in the City.

**1.48    First Agreement Year** shall mean the period beginning on the Effective Date and continuing through and including September 30, 2011.

**1.49    Franchise Fee** shall mean the fee paid by the Contractor for: (a) the use of the streets, alleys, bridges, easements, and other public places in the City; and (b) the exclusive right to provide Collection Services in accordance with this Agreement.

**1.50    Garbage** shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

**1.51    Garbage Can** shall mean a metal or heavy-duty plastic container for Solid Waste that has a tight fitting lid, handles on the sides, a capacity of not more than thirty-two (32) gallons, and a weight not more than fifty (50) pounds when full.

**1.52    Gross Revenues** shall mean all of the fees, charges and costs that are billed by the Contractor to any Person based on, arising from, attributable to, or in any way derived from the services the Contractor provides pursuant to this Agreement. Gross Revenues include but are not limited to the fees that are billed for the Contractor's Collection Services, the use or rental of the Contractor's Mechanical Containers

and equipment, the maintenance of the Contractor's Mechanical Containers and equipment, and Tipping Fees. However, Gross Revenues do not include any sum that is billed by the Contractor to pay Franchise Fees.

**1.53 Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

**1.54 Holiday** shall mean a Day when the Contractor does not need to provide Collection Service to Residential Customers pursuant to this Agreement. The Holidays are Christmas Day and any other day designated by the Manager as a Holiday.

**1.55 Improved Real Property** shall mean any cleared, graded or drained real property upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use. Improved Real Property includes but is not limited to recreational vehicle park lots contained within parks designated as mobile home parks by the Health Department.

**1.56 Industrial Real Property** shall mean real property, not classified as Residential Real Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying a product for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities.

**1.57 Interlocal Agreement** shall mean the "Interlocal Agreement Between Metropolitan Dade County and Contract Cities for City Use of the County Solid Waste Management System" dated October 1, 1995. Interlocal Agreement also shall mean any agreement that is executed by the City and the County in the future and designated by the Administrator as the successor to the Interlocal Agreement dated October 1, 1995.

**1.58 Land Clearing Debris** shall mean the trees, tree trunks and limbs, stumps, bushes, vegetation, and other materials resulting from a land clearing or lot clearing operation.

**1.59 Legitimate Complaint** shall mean any complaint where the Administrator determines that the applicable requirements of this Agreement concerning the Set Out and Collection of Solid Waste were satisfied by the Customer, but were not satisfied by the Contractor.

**1.60 Load** shall mean any Solid Waste or other material that is collected or transported in the Contractor's vehicle.

**1.61 Manager** shall mean the City Manager or the Manager's designee.

**1.62 Mechanical Container** shall mean a dumpster, Roll-Off Container, Compactor, or other similar large container that is placed on and removed from a Customer's Premises with mechanical equipment, and approved by the Administrator for the Collection of Solid Waste or Recyclable Material.

**1.63 Minimum Payment** shall mean the minimum amount of the Franchise Fees that shall be paid by the Contractor to the City in an Agreement Year pursuant to this Agreement.

**1.64 Missed Collection** shall mean any occasion when the Contractor does not provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Agreement.

**1.65 Multi-Family Dwelling** means a building with more than two (2) Dwelling Units located under one roof. A Multi-Family Dwelling includes an apartment building, condominium, mixed use building that contains multiple Dwelling Units, and a commercial trailer park for mobile or modular homes.

**1.66 Multi-Family Mechanical Container Customer** shall mean a Customer at a Multi-Family Dwelling that receives Collection Service with a Mechanical Container.

**1.67 New Customer** shall mean a Person that receives Collection Service for the first time after the Commencement Date.

**1.68 Non-Collection Notice** shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

**1.69 Non-Conforming Material** shall mean any material that is Set Out for Collection in a Recycling Container, but is not a Recyclable Material.

**1.70 Ordinances** shall mean the City's Code of Ordinances.

**1.71 OSHA** shall mean the Occupational Safety and Health Act and all implementing regulations.

**1.72 Oversized Waste** shall mean any item of Bulk Waste or Yard Trash that is too large to be picked-up and removed by a typical Collection vehicle equipped with a grapple (knuckle boom) system--i.e., a crane, clam-shell bucket, and open-top Collection Container.

**1.73 Performance Bond** shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.

**1.74 Person** shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any City or municipality; and any governmental agency of any state or the federal government.

**1.75 Plastic Bag** shall mean a heavy-duty plastic trash bag that has a capacity of thirty-three (33) gallons or less.

**1.76 Premises** shall mean Improved Real Property.

**1.77 Radioactive Waste** shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

**1.78 Rates** shall mean the fees and charges approved by the City for the Contractor's Collection Services.

**1.79    Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Unsorted Construction and Demolition Debris is not a Recovered Material.

**1.80    Recyclable Materials** shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

**1.81    Recyclable Materials Processing Facility** shall mean a properly licensed, registered, and permitted facility engaged in the storage, processing, resale, or reuse of Recyclable Materials.

**1.82    Recycling** shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

**1.83    Recycling Bin** shall mean a rectangular bin that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, and used for the Collection of Recyclable Materials.

**1.84    Recycling Carts** shall mean a container that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Recyclable Materials.

**1.85    Recycling Container** shall mean any container approved by the Administrator for the Collection of Recyclable Materials, including but not limited to Recycling Bins and Recycling Carts.

**1.86    Residential Collection Service** shall mean the Collection of Residential Waste pursuant to this Agreement at a Duplex or Multi-Family Dwelling in the Service Area. Residential Collection Service does not include the Collection of Residential Waste from a single-family Dwelling Unit or Townhouse, except as authorized pursuant to Section 2.3 herein.

**1.87    Residential Customer** shall mean a Person that receives Residential Collection Service at a Duplex, Multi-Family Dwelling, or Townhouse.

**1.88    Residential Real Property** shall mean Improved Real Property that is used for residential purposes, including but not limited to: single family residences; Duplexes; apartment buildings; recreational vehicle lots contained within mobile home parks; recreational vehicles; mobile homes; condominium units; Townhouses; Dwelling Units in mixed use buildings; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not. Property used exclusively as a recreational vehicle park, as defined in Section 513.01(10), Florida Statutes, shall be deemed Commercial Real Property.

**1.89    Residential Waste** shall mean Garbage, Rubbish, Yard Trash, Recyclable Materials, Bulk Waste, White Goods, and Tires generated by a Residential Customer upon the Customer's Residential Real Property.

**1.90    Roll Cart** shall mean a container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, mounted on two wheels, equipped with a tight-fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service for Garbage and Rubbish.

**1.91    Roll-Off Container** shall mean a large metal container that is normally rolled-off of a motor vehicle when the container is placed at a site and then rolled-onto the vehicle when the container is ready to be transported to a disposal facility.

**1.92    Rubbish** shall mean waste materials, other than Garbage, resulting from normal housekeeping activities on Residential Real Property and Commercial Real Property, including discarded materials resulting from the operation of stores, offices, and other businesses. Rubbish includes but is not limited to discarded trash, paper, plastic, bottles, cans, rags, sweepings, wrappers, packaging, and similar materials.

**1.93    Scheduled Collection Day** shall mean the Day when the Contractor is scheduled to provide Collection Service to a Customer for Recyclable Materials or one of the various types of Solid Waste addressed herein.

**1.94    Service Area** shall mean the geographical area in the City.

**1.95    Set Out** shall mean the proper preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Agreement and the Ordinance.

**1.96    Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including 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 disposal appurtenances or any other waste having similar characteristics.

**1.97    Solid Waste** shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes but is not limited to Biological Waste, Biomedical Waste, Bulk Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Waste, Land Clearing Debris, Oversized Waste, Radioactive Waste, Recyclable Materials (until they are recycled), Residential Waste, Rubbish, Special Waste, Tires, White Goods, and Yard Trash.

**1.98    Source Separated Recyclable Materials** shall mean Recyclable Materials that are separated from the Solid Waste at their source of generation and Set-Out for Collection at their source of generation. Source Separated Recyclable Materials include clean Yard Trash, newspapers, telephone books, glass containers, plastic containers, steel cans, aluminum cans, and other materials identified by the Administrator or the County Manager of Miami-Dade County as Source Separated Recyclable Materials pursuant to the Interlocal Agreement.

**1.99    Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to, White Goods, Tires, used oil, lead-acid batteries, Construction and

Demolition Debris, ash residue, Electronic Equipment, Biological Waste, Hazardous Waste, and Biomedical Waste.

**1.100 Tipping Fee** shall mean the fee that must be paid for the disposal of a waste material or Recyclable Material, such as the disposal fees established by Miami-Dade County for the use of its Solid Waste management facilities.

**1.101 Tires** shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

**1.102 Townhouse** shall mean an attached Dwelling Unit with primary access at grade, which is one of a series of Dwelling Units attached in a row and separated from each other by an unpierced wall extending from the foundation to the roof.

**1.103 Transition Period** shall mean the period of time between the Effective Date and the Commencement Date.

**1.104 Transition Plan** shall mean a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's Collection Services under this Agreement on the Commencement Date.

**1.105 White Goods** shall mean large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's Improved Real Property where the White Goods are collected.

**1.106 Yard Trash** shall mean vegetative matter resulting from landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches.

## **SECTION 2: CONTRACTOR'S FRANCHISES**

### **2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL AND COMMERCIAL COLLECTION SERVICE**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service in the Service Area. Except as otherwise provided herein, the Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in this Agreement.

### **2.2 NON-EXCLUSIVE FRANCHISE FOR CERTAIN RECYCLABLE MATERIALS**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted a non-exclusive franchise for the Collection of Recyclable Materials generated on Commercial Real Property. At its option, the Commission may grant to any other Person a non-exclusive franchise for the Collection of Recyclable Materials generated on Commercial Real Property.

## **2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISES**

This Agreement only grants franchises for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchises under this Agreement. This Agreement does not grant an exclusive franchise for the Collection of any Exempt Materials identified in Section 21 of this Agreement; however, this Agreement does not prohibit the Contractor from providing Collection Services for Exempt Materials, subject to all Applicable Laws.

The Contractor's exclusive franchise to provide Residential Collection Service is limited to the Collection of Residential Waste generated in Duplexes and Multi-Family Dwellings. Residential Collection Service, as defined herein, does not include the Collection of Residential Waste from single-family Dwelling Units or Townhouses. The City shall have the exclusive right to collect Residential Waste generated in single-family Dwelling Units and Townhouses in the Service Area. However, at its option, the City may require the Contractor to collect Residential Waste from certain single-family Dwelling Units and Townhouses designated by the City, subject to the payment of the same Rates established herein for Residential Customers receiving the same type of Collection Service. However, if the City designates more than a total of 250 single family Dwelling Units and Townhouses for the Contractor's Collection Service, the Contractor shall have the right to establish a different Rate for its Collection Services to the single family Dwelling Units and Townhouses. In all cases, the City shall determine whether a single-family Dwelling Unit or Townhouse shall receive Collection Service from the City or the Contractor.

## **SECTION 3: TERM OF THIS AGREEMENT**

### **3.1 INITIAL TERM OF FRANCHISE AGREEMENT**

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and it shall continue through and including September 30, 2018, unless this Agreement is terminated earlier.

### **3.2 CITY'S OPTION TO RENEW THE FRANCHISE**

The City may renew this Agreement for one additional term of two (2) years, unless the Contractor gives written notice to the Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least one (1) year before the expiration of the initial term of this Agreement. If the City wishes to renew this Agreement, the City shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the initial term. The renewal term shall begin on October 1, 2018 and shall continue until September 30, 2020.

## **SECTION 4: THE SERVICE AREA**

### **4.1 DESCRIPTION OF THE SERVICE AREA**

The Service Area includes all of the land that is located within the geographical boundaries of the City. A general map of the Service Area is provided in Exhibit 1. A legal description of the Service Area is contained in Exhibit 2 (Ordinance No. 2004-19).

#### **4.2 ADJUSTMENTS TO THE SERVICE AREA**

The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be exclusive to another Person. If the City elects to have the Contractor provide Collection Services for the annexed area, the Contractor shall provide its services in the City and the annexed area at the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the newly annexed area is provided by another Person.

### **SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE**

#### **5.1 CONTRACTOR'S TRANSITION PLAN**

Contractor is responsible for ensuring that there is no disruption in the Collection Service provided to Customers when the Contractor begins to provide its services under this Agreement on the Commencement Date. Contractor shall provide the Administrator with a Transition Plan that contains a detailed description of how the Contractor will plan and prepare for the provision of its Collection Service under this Agreement. The Transition Plan shall describe how and when the Contractor will provide its equipment, Mechanical Containers, Roll Carts, Recycling Bins, and Recycling Carts to the Customers. The Transition Plan is subject to the approval of the Administrator.

#### **5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING**

If the Contractor currently is not providing Commercial Collection Services for the City pursuant to an exclusive franchise agreement, the Contractor shall provide its Transition Plan to the Administrator at least one hundred (100) days before the Commencement Date. At a minimum, the Contractor must address the following specific performance requirements in the Transition Plan and accomplish them no later than the following deadlines:

90 days before the Commencement Date (a) Contractor and City shall meet and discuss the Contractor's Transition Plan.

75 days before the Commencement Date (b) Contractor shall provide the Administrator with a Collection Plan, which shall be subject to the approval of the Administrator. Ten calendar days after receiving the Administrator's comments, the Contractor shall provide the Administrator with a revised Collection Plan, if necessary.

60 days before the

Commencement Date	(c) Contractor shall submit to the Administrator documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to Contractor's equipment yard no later than 30 days before the Commencement Date.
45 days before the Commencement Date	(d) Contractor and City shall meet and discuss the status of the Contractor's Transition Plan and its implementation.
30 days before the Commencement Date	(e) Contractor shall provide the Administrator with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22 herein.
20 days before the Commencement Date	(f) Contractor shall confirm in writing to the Administrator that all of the vehicles and Collection Containers necessary to provide Collection Services have been delivered to the Contractor's equipment yard.
15 days before the Commencement Date	(g) Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Collection Services have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
10 days before the Commencement Date	(h) Contractor shall provide the Administrator with a vehicle and equipment list, which shall identify the make, type, year, license number, and identification number for each Collection vehicle.
10 days before the Commencement Date	(i) Contractor shall deliver notices to all Customers concerning Contractor's Collection Services and Rates. The notices shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 36 of this Agreement.
5 days before the Commencement Date	(j) Contractor shall confirm in writing to the Administrator that the Contractor has delivered the City-approved notices and informational materials to all of the Customers.
5 days before the Commencement Date	(k) Contractor shall confirm in writing to the Administrator that: (a) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; (b) all of the Contractor's drivers have inspected their Collection routes and confirmed their ability to complete their routes on the Scheduled Collection Day; and (c) the Contractor has delivered or

will deliver Mechanical Containers, Roll Carts, Recycling Bins, and Recycling Carts in compliance with the schedule in the approved Collection Plan.

If the Contractor currently is providing Commercial Collection Services for the City pursuant to an exclusive franchise agreement, the Contractor shall provide its Transition Plan to the Administrator at least ten (10) days before the Commencement Date, and the Contractor shall comply with the requirements in paragraphs (a) – (k), above, before the Commencement Date.

## **SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES**

- 6.1** Except as otherwise provided herein, the Contractor shall collect, transport, dispose of or recycle all of the Residential Waste and Commercial Waste generated by each Customer in the Service Area, in compliance with the requirements contained in this Agreement.
- 6.2** The Contractor shall provide Collection Services for the City's offices, Improved Real Property, and other locations (provided such locations are owned by or leased by the City, and managed by the City) designated from time-to-time by the City, in compliance with the requirements contained in this Agreement.
- 6.3** The Contractor shall deliver all of the Solid Waste it collects pursuant to this Agreement to a Designated Disposal Facility, in compliance with the requirements of this Agreement.
- 6.4** The Contractor shall deliver all of the Source Separated Recyclable Materials it collects pursuant to this Agreement to a Recyclable Materials Processing Facility, in compliance with the requirements in this Agreement.

## **SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES**

### **7.1 RESIDENTIAL COLLECTION SERVICE WITH GARBAGE CANS**

The Contractor shall provide the following services to each Customer that receives Residential Collection Service with Garbage Cans:

- 7.1.1** Garbage and Rubbish shall be collected with Back Door Service at least two (2) times each week.
- 7.1.2** Recyclable Materials shall be collected with Back Door Service at least once each week.
- 7.1.3** Yard Trash, Bulk Waste, and Electronic Equipment shall be collected at Curbside at least one (1) time each week.
- 7.1.4** The Contractor shall collect Yard Trash from Duplexes on the same Day that the City collects Yard Trash from adjacent and nearby single family Dwelling Units.
- 7.1.5** Reserved.
- 7.1.6** Reserved.

- 7.1.7 The Contractor shall collect White Goods and Oversized Waste at least one (1) time each week.
- 7.1.8 On the Scheduled Collection Day, the Contractor shall collect all of the Garbage, Rubbish, Recyclable Materials, Yard Trash, and Bulk Waste that are Set Out by each Customer. On the Scheduled Collection Day or when otherwise required herein, the Contractor shall collect the White Goods and Oversized Waste that are Set Out by each Customer.

## **7.2 MULTI-FAMILY MECHANICAL CONTAINER COLLECTION SERVICE**

The Contractor shall provide Collection Service with Mechanical Containers to all Multi-Family Dwellings where such service is requested and can be provided in compliance with this Agreement and the Ordinance. With the City's approval, the same Collection Service also may be provided to Customers residing in Townhouses and mixed use buildings that contain Dwelling Units. The Contractor shall provide the following services to each Residential Customer that receives Multi-Family Mechanical Container Collection Service:

- 7.2.1 Garbage and Rubbish shall be Collected in a Mechanical Container at the Customer's Premises at least two (2) times each week. If Yard Trash, Bulk Waste or Tires are placed in the Mechanical Container, they shall be collected with the Garbage.
- 7.2.2 The Contractor shall collect Recyclable Materials that have been segregated and placed into Recycling Carts or other Recycling Containers by Multi-Family Mechanical Container Customers. Recyclable Materials shall be collected at least once each week.
- 7.2.3 Garbage, Rubbish, and Recyclable Materials shall be collected on Scheduled Collection Days.
- 7.2.4 White Goods and Oversized Waste shall be collected at least once each week, in accordance with the procedure in Section 7.5, for the fee set forth in Exhibit 3 for such materials.

## **7.3 COMMERCIAL COLLECTION SERVICES**

The Contractor shall provide the following Collection Services for any Person occupying Commercial Real Property in the Service Area:

- 7.3.1 The Contractor shall collect all of the Commercial Waste that has been Set Out by each Commercial Customer in the Service Area. This service shall be provided at least once each week for each Commercial Customer, and at least twice each week for each restaurant, grocery store, and other Commercial Customer that generates significant quantities of Garbage, unless the Administrator approves a less frequent or more frequent schedule for Collection.
- 7.3.2 The Contractor may use a Garbage Can or Roll Cart to provide Commercial Collection Service in those cases where a Mechanical Container is too large to use

on the Customer's Premises, or too large for the Customer's needs, or otherwise unsuitable. The use of a Garbage Can or Roll Cart is subject to the Administrator's approval.

7.3.3 Any Commercial Customer using Garbage Cans shall receive Collection Service at least two (2) times each week and shall use at least two (2) Garbage Cans.

7.3.4 Upon request, the Contractor shall provide Collection Service for Recyclable Materials or Construction and Demolition Debris generated on Commercial Real Property in the Service Area, subject to the payment of the Contractor's fees for such services. The fees for these services are not established herein; they shall be determined by the Customer and Contractor.

7.3.5 The Collection of Commercial Waste, Construction and Demolition Debris, or Recyclable Materials shall begin within three (3) Days after the Contractor receives a Customer's request and the Customer signs a service contract.

#### **7.4 COMMERCIAL COLLECTION SERVICES IN CONSOLIDATED COLLECTION AREAS**

Certain areas within the City's Central Business District are included in an Alley Improvement Program where Commercial Customers share the Compactors and Mechanical Containers provided by the Contractor. These areas are known as Consolidated Collection Areas and they are designated on Exhibit 5 to this Agreement. Collection Service shall be provided to each of the Compactors and Mechanical Containers in the Consolidated Collection Areas on a daily basis, unless the City approves a less frequent level of service. The Contractor shall pressure clean all of the Consolidated Collection Areas at least once each week. The Contractor shall pressure clean all of the Compactors and Mechanical Containers on a monthly basis or as needed, whichever is more frequent. The Contractor shall pick up any litter that is spilled by Contractor and any Solid Waste that is placed outside of the Collection Container in the Consolidated Collection Areas. The City shall use its police power to prevent illegal dumping or improper placement of waste outside of Collection Containers in the Consolidated Collection Areas.

#### **7.5 COLLECTION SERVICES FOR WHITE GOODS AND OVERSIZED WASTE**

A Customer shall contact the Contractor and schedule Collection Service before the Customer Sets Out White Goods or Oversized Waste. The Contractor shall respond to a Customer's request for such Collection Service within three (3) Days after the Contractor receives the Customer's request. Upon receiving a Customer's request, the Contractor shall arrange for the Collection of the Customer's White Goods and Oversized Waste on the next Scheduled Collection Day for these types of waste.

If a Customer Sets Out its White Goods or Oversized Waste before the Customer schedules the Collection Service with the Contractor, the Contractor shall collect such materials as expeditiously as possible after the Contractor becomes aware that such materials have been Set Out for Collection. The Contractor's drivers shall promptly notify the Field Supervisor whenever the drivers observe Oversized Waste or White Goods on a Collection route. If the Field Supervisor is notified about such materials, the Field Supervisor shall arrange for the Collection

of such materials within one (1) Day. The Field Supervisor also shall arrange for the Collection of such materials within one (1) Day when requested to do so by the Administrator.

If a Customer receiving Commercial Collection Service or Multi-Family Mechanical Container Collection Service Sets Out White Goods or Oversized Waste, the Contractor may bill the Customer for the Collection of such materials, based on the Rates in Exhibit 3. The Contractor shall not bill for the Collection of White Goods or Oversized Waste if the Customer receives Residential Collection Service with Garbage Cans.

#### **7.6 COLLECTION OF RECYCLABLE MATERIALS**

At a minimum, the Contractor shall collect each of the Source Separated Recyclable Materials that are designated pursuant to the Interlocal Agreement. Exhibit 9 identifies the types of Source Separated Recyclable Materials that shall be collected by the Contractor, if and when such materials are accepted for Recycling at the Recycling facility used by the Contractor when processing the materials collected pursuant to this Agreement.

### **SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES**

- 8.1** The Contractor shall provide Collection Services to Residential Customers every day, except Sunday and Holidays. The Contractor shall offer and, upon request, shall provide its Collection Services to Commercial Customers seven days per week, including Sundays and Holidays, except Christmas.
- 8.2** The Contractor shall not provide Residential Collection Service, including Multi-Family Mechanical Container Collection Service, before 7:30 a.m. or after 6:00 p.m.
- 8.3** The Contractor shall not provide Collection Service for Commercial Customers located within two hundred (200) feet of Residential Real Property prior to 7:30 a.m. or after 6:00 p.m. The Contractor may provide Commercial Collection Service at other locations at any reasonable time.
- 8.4** If the City receives complaints about the noise or disturbance caused by the Contractor's Collection Service at a particular location, the Administrator may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.
- 8.5** Notwithstanding anything else contained herein, the hours and days of Collection may be extended or modified when (a) such change is requested by the Contractor and approved in advance by the Administrator or (b) when the Administrator determines that such change is necessary.

### **SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE**

#### **9.1 SCHEDULES AND ROUTES**

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. However, to the

extent practicable, the Contractor shall attempt to ensure that the Collection Plan minimizes the changes and disruptions in the City's existing Collection schedules and routes. The Contractor shall submit its proposed Collection routes and schedules to the Administrator as part of the Contractor's Collection Plan. The proposed Collection routes and schedules shall be subject to the Administrator's approval. After approval is granted, the Contractor shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan.

#### **9.2 SCHEDULES FOR TWICE WEEKLY SERVICE**

Whenever the Contractor is required to provide any Collection Service two (2) times per week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Administrator approves a different schedule.

#### **9.3 CHRISTMAS SCHEDULES**

When a Customer's Scheduled Collection Day for Garbage is Christmas, the Contractor shall collect that Customer's Garbage on the Customer's next Scheduled Collection Day for Garbage following Christmas, unless an alternate schedule has been approved in advance in writing by the Administrator. The same approach shall be used for the Collection of other materials.

#### **9.4 FLUCTUATIONS IN SOLID WASTE QUANTITIES**

The quantity of Solid Waste generated in the City may fluctuate during each Agreement Year and from year-to-year. These fluctuations will not justify a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste that is Set Out on the scheduled routes on the Scheduled Collection Days.

### **SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES**

- 10.1** After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service until the Contractor receives the Administrator's written approval. The Contractor shall submit to the Administrator a description of all proposed route, schedule, and operational changes at least thirty (30) calendar days prior to implementation of such changes, unless a shorter timetable is approved by the Administrator.
- 10.2** If the Administrator approves a change in the Contractor's schedules and/or routes, the Contractor shall provide all affected Customers with a written notice of the change and shall comply with the requirements in Section 36, below. The notice shall be delivered at least two (2) weeks prior to such change, unless a different schedule is authorized herein or by the Administrator.
- 10.3** The Contractor shall inform the Administrator of any event that will cause delays in the daily Collection Schedule (e.g., disabled trucks, accidents, or shortage of staff) within two (2) hours of the event.

### **SECTION 11: CHANGES TO COLLECTION SERVICE**

- 11.1** If a Customer will receive Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used.

The Contractor and Customer also shall determine the frequency of such Collection Service. However, Collection Service shall be provided at least once per week for all Customers and at least twice per week for all restaurants, grocery stores, Multi-Family Dwellings, and other Customers that generate significant quantities of Garbage, unless the Administrator approves less frequent Collection Service. The Contractor may provide less frequent Collection Service for Construction and Demolition Debris.

- 11.2 For each Customer receiving Collection Service with a Mechanical Container on the Commencement Date, the Contractor shall provide a Mechanical Container that is at least as large as the Mechanical Container used by the Customer before the Commencement Date, unless the Contractor receives the Administrator's prior approval to use a smaller size.
- 11.3 The City reserves its right to increase or decrease the frequency of Collection Service, and the size and number of the Collection Containers, used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not overfilled and Solid Waste is not placed outside the Collection Container between the Scheduled Collection Days. If the Contractor and the Customer cannot agree about the size of the Collection Container or the frequency of Collection Service, the Contractor or the Customer may notify the Administrator about their dispute. In such cases, the Administrator shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service accordingly. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

## **SECTION 12: THE CUSTOMER LIST**

- 12.1 The Contractor shall prepare a Customer List, which identifies each Person entitled to receive Residential Collection Service or Commercial Collection Service from the Contractor pursuant to this Agreement. No later than thirty (30) calendar days after the Commencement Date, the Contractor shall provide its Customer List to the City.
- 12.2 The Contractor shall work with the City to ensure that the Customer List is accurate at all times. The parties shall notify each other on a monthly basis if they identify any Customer that should be added to or deleted from the Customer List.
- 12.3 The City shall notify the Contractor promptly after a new Certificate of Occupancy is issued by the City for Improved Real Property in the Service Area, if the City believes the Contractor should provide Collection Service to the Person receiving the Certificate of Occupancy. After receiving this notification, the Contractor shall provide Collection Service to the new Customer on the next Scheduled Collection Day, except as otherwise provided herein.
- 12.4 The Contractor shall terminate its Collection Service to a Customer immediately after the City provides the Contractor with the name and address of a Person that should be deleted from the Customer List.

## **SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR**

- 13.1 Contractor shall thoroughly empty Collection Containers and return them in an upright position to the location where they were placed by the Customer; however, Garbage Cans, Roll Carts, and

Recycling Containers shall be returned to the Customer's side yard or back yard when the Contractor provides Collection Service to Duplexes or other locations where the Collection Container is to be stored in the Customer's side yard or back yard pursuant to the Ordinances. After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely. This requirement applies to the lids on all Garbage Cans, Roll Carts, Recycling Carts, and Mechanical Containers.

- 13.2 Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, lids, Roll Carts, and Recycling Containers shall not be tossed or thrown by the Contractor.
- 13.3 The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- 13.4 The Contractor shall be responsible for the proper handling of any White Goods or Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from the White Goods.
- 13.5 The Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects.

## **SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS**

- 14.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.
- 14.2 During the Collection process, each one of the following materials shall be handled separately by the Contractor, and shall not be combined with any other type of material, without the Administrator's prior approval: Source Separated Recyclable Materials, Electronic Equipment, Yard Trash, and White Goods. If necessary, the Administrator may designate other materials that shall be handled separately under this Agreement. However, the Contractor shall have no obligation to separate any of these materials if the Customer placed them in a Collection Container or in a pile with Garbage or other types of Solid Waste.
- 14.3 The Contractor shall not combine Solid Waste or other materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area, unless such action is approved in advance by the Administrator.
- 14.4 Notwithstanding the foregoing restrictions in this Section 14, the Manager may allow the Contractor to combine different types of Solid Waste or Recyclable Materials if the Manager determines that this practice will be in the public interest. In such cases, the Contractor shall file a petition with the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Manager may grant or deny the petition, in its sole discretion.

## **SECTION 15: NON-COLLECTION PROCEDURES**

- 15.1 Except as otherwise provided herein, the Contractor is not required to collect Residential Waste, Commercial Waste, or other materials that have not been Set Out for Collection in accordance with the provisions of this Agreement. If the Contractor elects to not collect such materials, Contractor shall immediately place a Non-Collection Notice on the container or the Non-

Conforming Materials. If the Contractor does not place a Non-Collection Notice on the container or material, the Administrator may require the Contractor to return promptly and collect the materials. If the Administrator notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of the Day. If the Administrator notifies the Contractor after noon, the Collection shall be completed before noon on the next Day.

- 15.2 Contractor is responsible for visually inspecting each Customer's Recycling Containers to determine whether they contain Non-Conforming Material or excessively contaminated Recyclable Materials. Contractor shall leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, and shall immediately place a Non-Collection Notice on the container explaining why the material was not collected.
- 15.3 The Contractor shall empty all of the Collection Containers located in the Consolidated Collection Areas identified in Exhibit 5, even if the Collection Containers are overfilled. In the event a Mechanical Container at another location is overfilled, the Contractor may place a Non-Collection Notice on the container, notify the Customer, and reschedule the Collection Service or, with the Customer's approval, the Contractor may empty the container and charge the Customer for the extra Collection Service. The Contractor also shall notify the Customer and/or Administrator if the Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container.
- 15.4 The Contractor shall refuse to collect Residential Waste or Commercial Waste from a Customer if the Contractor believes that the Residential Waste or Commercial Waste contains Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the container, take photographs of the improper waste (if possible), and immediately notify the Administrator. If the generator of such waste is unknown, the Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.
- 15.5 If a Mechanical Container is temporarily inaccessible, or if materials Set Out at Curbside are temporarily inaccessible, the Contractor shall promptly (i.e., within two hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Day, whenever feasible. If it is not feasible, the Contractor shall provide service on the next Day.
- 15.6 The design and content of the Non-Collection Notices shall be developed by the Contractor and subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any further questions for the Contractor.

## **SECTION 16: PROCEDURES FOR MISSED COLLECTIONS**

If the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste or Commercial Waste that has been Set Out for Collection. If the Contractor is notified before 12 p.m. (noon), the Collection shall be completed before the end of that Day. If the Contractor is notified after noon, the Collection shall be completed before noon on the next Day.

## **SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY**

- 17.1** The Contractor's employees shall not trespass on private property for any reason, except and only to the extent necessary to provide Collection Service in compliance with this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 17.2** The Contractor 's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3** The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Trash or other materials.
- 17.4** The Contractor shall promptly restore the soil and grade at any location where the Collection of Yard Trash or other material creates a depression that is six (6) inches or more below the surrounding grade. The Contractor shall fill such depressions and restore the grade to match the surrounding area.
- 17.5** The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Administrator and Customer before the end of that Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Administrator and Customer before noon on the next Day. The Contractor shall promptly repair any damage within three (3) Days, unless the Contractor requests and the Administrator grants approval of an extension of time. The City's approval shall not be unreasonably withheld. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred.

## **SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

- 18.1** Except as otherwise provided herein, the Contractor shall have the right to use the public roadways in the City.
- 18.2** The Contractor shall use suitable vehicles and equipment, as necessary, to provide Collection Service on narrow and dead-end streets.

- 18.3 The Contractor's vehicles shall not enter or drive upon any private driveways or Improved Real Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4 Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left standing on streets and alleys unattended.
- 18.5 The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges and roadways when the City determines it is in the public's best interest. The City shall provide the Contractor with reasonable notice of such denial so that the City's action does not unduly interfere with the Contractor's normal operations.
- 18.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 18.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's Waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle, or other location specified by the Administrator.
- 18.8 If the Contractor encounters a Customer or situation (e.g., fences; dogs) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator for resolution.

## **SECTION 19: THE CITY'S DESIGNATED FACILITIES**

- 19.1 The Contractor shall deliver all of the Residential Waste and Commercial Waste collected pursuant to this Agreement to a Designated Disposal Facility. The Designated Disposal Facilities for Residential Waste and Commercial Waste are the solid waste management facilities designated for these wastes pursuant to the Interlocal Agreement, including but not limited to the Medley Landfill.
- 19.2 With regard to other types of Solid Waste collected pursuant to this Agreement, the Designated Disposal Facility shall be any facility that is fully licensed and permitted to accept and manage such Solid Waste.
- 19.3 All of the Source Separated Recyclable Materials collected pursuant to this Agreement shall be delivered by the Contractor to a fully licensed and permitted Recyclable Materials Processing Facility where such materials will be Recycled. Contractor may use the Reuter Recycling Facility in Pembroke Pines, Florida for Source Separated Recyclable Materials.
- 19.4 The City shall have the right, but not the obligation, to review and approve or deny the use of any facility selected by the Contractor for the disposal or Recycling of the materials collected pursuant to this Agreement. At least thirty (30) days before the Contractor delivers any such material to a disposal or Recycling facility, the Contractor shall deliver written notification to the City. The Contractor's notification shall include: (a) the name and address of the proposed

facility; and (b) the Contractor's verification that, based on the Contractor's diligent investigation, the operations at the proposed facility are in substantial compliance with all of the applicable environmental laws and regulations, to the best of the Contractor's knowledge. The City shall have the right to rely on the Contractor's representations concerning the proposed disposal or Recycling facility. The City also shall have the right to require the Contractor to use a different facility if the City reasonably concludes that the continued use of the proposed facility exposes the City to unacceptable risks of liability.

**19.5** The City shall have the right to select a new Designated Disposal Facility and designate a Recycling facility for any or all of the materials collected pursuant to this Agreement. If the City selects a new Designated Facility for the disposal of Solid Waste collected pursuant to this Agreement, the Contractor shall continue to be paid the Rates approved herein, without any increase to the fuel component of the Rates, unless the Designated Facility is located more than 20 miles (measured in a straight line) from City Hall, which is located at 405 Biltmore Way, Coral Gables, Florida. If the Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste more than 20 miles to the new Designated Facility (e.g., if the Designated Facility is located 30 miles from the City's Transfer Station, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional ten miles). If the disposal costs at the new Designated Facility are different than the disposal cost at the other facility, the disposal component of the Rates shall be adjusted pursuant to Section 39.4, below.

## **SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR**

**20.1** Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.

**20.2** Contractor shall immediately pick up any spillage from Collection Containers that is caused by the Contractor.

**20.3** When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.

**20.4** Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law, Section 403.413, Florida Statutes, or the Ordinance. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.

**20.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any associated damage.

**20.6** If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean-up the liquid or material before the end of the Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean-up the liquid or material before noon on the next Day.

## SECTION 21: EXEMPT WASTES

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected and taken to a licensed disposal site or Recycling facility by the owner or occupant of the Improved Real Property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- 21.1 Land Clearing Debris.
- 21.2 Trash and debris associated with farming operations.
- 21.3 Extraordinary, Hazardous, Biomedical, and Radioactive Waste.
- 21.4 Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, Tires (except as otherwise provided herein), and lead-acid batteries.
- 21.5 Recyclable Materials generated and separated from the Solid Waste by a Commercial Customer.
- 21.6 Recovered Materials generated and separated from the Solid Waste by a Commercial Customer.
- 21.7 Any Recyclable Material that a Residential Customer generates and separates from their Solid Waste for Recycling if that type of Recyclable Material is not recycled at the Recycling facility used by the Contractor.
- 21.8 Solid Waste and by-products resulting from an industrial process.
- 21.9 Sludge.
- 21.10 Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- 21.11 Yard Trash collected by a Commercial Lawn Care Company.
- 21.12 Disaster Debris.
- 21.13 Construction and Demolition Debris.
- 21.14 Oversized Waste
- 21.15 Materials and wastes similar to those listed above, when designated by the Administrator.

## SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM

- 22.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and similar Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Administrator for informational purposes. The City's receipt of the safety plan

shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

- 22.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 22.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.
- 22.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner.
- 22.6 A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

### **SECTION 23: THE CONTRACTOR'S COLLECTION PLAN**

- 23.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Services in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, identifying the Days when Collection Service will be provided, the starting and ending points for the route, and the type of Collection Service that will be provided on the route on each Scheduled Collection Day.
- 23.2 The Collection Plan shall identify each facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 23.3 The Collection Plan shall include the manufacturer's specification sheets for the Mechanical Containers, Roll Carts, Recycling Bins, and Recycling Carts provided by the Contractor under this Agreement.
- 23.4 An updated Collection Plan shall be submitted to the Administrator whenever the Contractor proposes changes to the Collection Plan.
- 23.5 The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval.

### **SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

Solid Waste and Recyclable Materials shall be the sole property of the Person generating such waste and materials until they are collected by the Contractor. Upon Collection, the Contractor shall be solely responsible and liable for the proper handling and management of such wastes and materials.

## **SECTION 25: RESERVED**

## **SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS**

### **26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS**

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer. The requirements in the City's Ordinances, including but not limited to Sections 54-149 and 54-153, shall supplement the requirements contained herein.

- 26.1.1 Garbage shall be placed in Plastic Bags before it is Set Out or placed in a Collection Container. Garbage and putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.
- 26.1.2 Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 26.1.3 Large pieces of cardboard shall be flattened, cut to a maximum size of 3 feet by 3 feet, and placed in or beside a Collection Container. Newspapers shall be Set Out in a Recycling Bin or Recycling Cart, or placed in paper bags and Set Out next to a Recycling Bin or Recycling Cart. Cardboard and newspaper that have been properly Set Out shall be collected by the Contractor, even if they have become wet due to local weather conditions.
- 26.1.4 Customers shall not overfill a Collection Container. The lid on a Collection Container shall be closed securely.
- 26.1.5 All Mechanical Containers and Roll Carts shall be placed in locations that are readily accessible to the Customer and the Contractor's vehicles.
- 26.1.6 Each Mechanical Container shall be placed on a paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.
- 26.1.7 If the Customer and Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall mediate the dispute and designate the point of Collection.
- 26.1.8 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container off of the Customer's Premises. However, public rights-of-way may be used only in circumstances where the placement of the Collection Container will not interfere with or obstruct the primary purpose of the right-of-way.
- 26.1.9 A Person shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do so or they are authorized by the City

to use one of the Collection Containers in the Consolidated Collection Areas identified in Exhibit 5.

- 26.1.10 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
- 26.1.11 A Customer's Solid Waste shall be Set Out for Collection on or adjacent to the Premises where the Solid Waste was generated.
- 26.1.12 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless: (a) the Customer has received the prior approval of the owner or occupant of such property; (b) the Customer is authorized by the City to use a Collection Container located in one of the Consolidated Collection Areas identified in Exhibit 5; or (c) the Customer is authorized to use a trash pile located adjacent to the Customer's property pursuant to Section 54-153 of the Ordinance.

## **26.2 PROCEDURES FOR RESIDENTIAL CUSTOMERS USING GARBAGE CANS**

- 26.2.1 Except for those Residential Customers using a Mechanical Container, a Residential Customer shall use Garbage Cans or Roll Carts to Set Out Garbage and Rubbish for Collection. A Garbage Can or Roll Cart shall not exceed fifty (50) pounds in weight when filled.
- 26.2.2 Each Garbage Can and Roll Cart shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the container's contents.
- 26.2.3 A Residential Customer is not required to tie Yard Trash in a bundle or place Yard Trash in a Plastic Bag, but the Customer may do so, at the Customer's option.
- 26.2.4 Yard Trash that is Set Out for Collection at Curbside shall not include any Oversized Waste.
- 26.2.5 Recyclable Materials shall be Set Out for Collection in a Recycling Bin. Cardboard shall be flattened, cut to a maximum size of 3 feet x 3 feet, and placed in or next to a Recycling Bin.
- 26.2.6 Each Residential Customer shall place their Yard Trash, Bulk Waste, and Electronic Equipment at the Curbside prior to 7:00 a.m. on the Scheduled Collection Day. However, Bulk Waste and Electronic Equipment shall not be placed at Curbside prior to 6 p.m. on the day before the Scheduled Collection Day.
- 26.2.7 Reserved.
- 26.2.8 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound.

26.2.9 A Residential Customer shall call the Contractor and schedule a time for the Collection of White Goods and Oversized Waste. The Customer shall not Set Out any White Goods or Oversized Waste at Curbside until the day when such materials are to be collected by the Contractor.

### **26.3 PROCEDURES FOR MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS**

- 26.3.1 Each Multi-Family Mechanical Container Customer shall comply with the following Set Out Procedures: (a) Garbage, Rubbish, and Yard Trash shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.
- 26.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer and serviced by the Contractor. These locations are subject to the Administrator's approval.
- 26.3.3 A Multi-Family Mechanical Container Customer shall call the Contractor and schedule a time for the Collection of White Goods and Oversized Waste. The Customer shall not Set Out any White Goods or Oversized Waste until the day when such materials are to be collected by the Contractor.

### **26.4 PROCEDURES FOR COMMERCIAL CUSTOMERS**

- 26.4.1 Each Commercial Customer shall place their Garbage, Rubbish, and Yard Trash in their Mechanical Container. The Administrator may authorize a Commercial Customer to Set Out these wastes in a Roll Cart or other Collection Container where efficiency or other circumstances justify.
- 26.4.2 Commercial Customers shall not place or commingle Construction and Demolition Debris with any other type of Solid Waste in a Collection Container.

## **SECTION 27: COLLECTION CONTAINERS**

### **27.1 PROVISION AND OWNERSHIP OF CONTAINERS**

- 27.1.1 Garbage Cans – Each Residential Customer shall provide their own Garbage Cans and Plastic Bags. Garbage Cans shall remain the property of the Residential Customer.
- 27.1.2 Recycling Bins –
  - 27.1.2.1 Recycling Bins previously were purchased and distributed to the Residential Customers residing in Duplexes in the Service Area. These Recycling Bins are and shall remain the sole property of the City.
  - 27.1.2.3 The Contractor shall be responsible for the purchase of all Recycling Bins that the Contractor is required to provide under this Agreement. The Contractor shall provide new Recycling Bins to: (a) new

Customers living in Duplexes and Townhouses; (b) new Customers receiving Collection Service with Garbage Cans, if such Customers are not using Recycling Carts; (c) any Customer that needs to replace damaged or stolen Recycling Bins; and (d) Customers that generate more Source Separated Recyclable Materials than they can hold in their current Recycling Bins. Recycling Bins purchased by the Contractor shall be the property of the Contractor until this Agreement terminates. Upon termination, the Recycling Bins shall become the property of the City.

27.1.3 **Roll Carts and Recycling Carts** –The Contractor shall be responsible for the purchase and assembly of all Roll Carts and Recycling Carts that the Contractor provides under this Agreement (e.g., for Multi-Family Mechanical Container Customers and Commercial Customers). Roll Carts and Recycling Carts purchased by the Contractor shall be the property of the Contractor until this Agreement is terminated. Upon termination, the Roll Carts and Recycling Carts shall become the property of the City.

27.1.4 **Mechanical Containers** – The Contractor shall provide Compactors and Mechanical Containers to any Customer that wishes to use them, and has a location where such equipment can be used in compliance with this Agreement and the Ordinance. The Contractor shall be responsible for the purchase of all Mechanical Containers and Compactors that the Contractor is required to provide under this Agreement. Mechanical Containers and Compactors purchased by the Contractor shall remain the property of the Contractor, unless sold.

A Customer may own its Compactor and attached Roll-Off Container, or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer.

## **27.2 MAINTENANCE AND REPAIR OF CONTAINERS**

27.2.1 **Garbage Cans** – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can, if any. Garbage Cans shall be maintained in good working order, and shall be free from sharp edges or other hindrances to efficient Collection Services.

27.2.2 **Recycling Bins** – Each Customer shall be responsible for cleaning their Recycling Bins and maintaining them in a sanitary condition.

27.2.3 **Roll Carts and Recycling Carts** – Each Roll Cart and Recycling Cart shall be cleaned and kept in a sanitary condition by the Customer using the cart. The Contractor shall maintain each Roll Cart and Recycling Cart in good working order and appearance at all times to ensure continuous and efficient Collection Service. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Roll Carts and Recycling Carts used in the Service Area. The Contractor shall repair or replace a Roll Cart or Recycling Cart within three (3) Days of receiving notice from the Administrator of the need for repairs.

27.2.4 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container so that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, or broken lids. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint) at all times so they do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall replace, repair, paint, clean, wash, and otherwise maintain any Mechanical Container within three (3) Days of being requested to do so by the Administrator.

The Customer shall be responsible for cleaning, maintaining, and repairing any Compactor or Mechanical Container that is owned by the Customer.

Any Compactor or Mechanical Container damaged by the Contractor shall be repaired or replaced by the Contractor, at the Contractor's expense, within five (5) Days.

## **27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS**

27.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans, if any.

27.3.2 Recycling Bins – The Contractor shall be responsible for the distribution and delivery of Recycling Bins to each new Residential Customer that is entitled to receive a Recycling Bin pursuant to Section 27.1.2.3, above. The Contractor shall deliver two (2) new Recycling Bins to the new Residential Customer within two (2) Days after the Administrator notifies the Contractor that the Customer has been added to the Customer List. The Contractor also shall provide a new Recycling Bin to a Residential Customer whenever the Customer's Recycling Bin has been stolen or damaged beyond repair. The Contractor shall keep Recycling Bins in its local office and shall deliver them to Customers, upon request, when necessary to replace stolen or damaged Recycling Bins. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Recycling Bins for distribution. Upon request, the Contractor shall provide Recycling Bins to the Administrator for distribution from the City's office.

27.3.3 Roll Carts and Recycling Carts – The Contractor shall be responsible for the distribution and assembly of Roll Carts and Recycling Carts to those Customers that are authorized by the Administrator to use them (e.g., Multi-Family Mechanical Container Customers and Commercial Customers). For such Customers, the Contractor shall distribute new Roll Carts or Recycling Carts, as needed, within two (2) Days after the Administrator or Customer notifies the Contractor that (a) a Customer has been added to the Customer List, (b) a Customer's Roll Cart or Recycling Cart has been stolen or damaged beyond repair, or (c) additional carts are required to ensure that all of a Customer's Solid Waste and Recyclable Materials are properly containerized, without overfilling the cart. The Contractor shall be

responsible for procuring, maintaining at all times, and storing an adequate supply of Roll Carts and Recycling Carts for distribution.

27.3.4 Mechanical Containers – The Contractor shall be responsible for the distribution of its Mechanical Containers and Compactors. The Contractor shall provide a Mechanical Container or Compactor to a Customer within two (2) Days after receiving a request from the Administrator or Customer.

## 27.4 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.4.1 Recycling Bins – Recycling Bins provided by the Contractor under this Agreement shall be of equivalent or better quality than those previously distributed by the City. The size, color, and technical specifications for the Recycling Bins shall be subject to the approval of the Administrator.

27.4.2 Recycling Carts – Recycling Carts supplied by the Contractor pursuant to this Agreement shall be of equivalent or better quality than those previously distributed by the City's contractor. The size, color, and technical specifications for the Recycling Carts shall be subject to the approval of the Administrator. In general, Recycling Carts shall: (a) have a nominal rated capacity of sixty-four (64) or ninety-six (96) gallons; (b) be made of heavy duty plastic; (c) be hot-stamped or labeled in accordance with the specifications provided by the Administrator; (d) be mounted on two wheels; (e) have attached, hinged lids; and (f) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each Recycling Cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Recycling Carts shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling. A Recycling Cart shall be constructed: to prevent the intrusion of water and animals, and the expulsion of its contents; with covers that are free from sharp edges; and without any inside structures that prevent the discharge of its contents.

27.4.3 Roll Carts – Roll Carts supplied by the Contractor pursuant to this Agreement shall comply with the requirements in Section 27.4.2 for Recycling Carts.

27.4.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be of equivalent or better quality than those currently in use in the City, and shall be subject to the approval of the Administrator. Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of a Customer or the Administrator.

27.4.5 Upon the Administrator's request, the Contractor shall provide the Administrator with the manufacturer's specification sheets for new Recycling Bins, Recycling Carts, Roll Carts, and Mechanical Containers before the Contractor orders the new Collection Containers from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric Capacity
- Nestability
- Identification and Marking
- Manufacturer's warranty

27.4.6 Each Recycling Bin, Recycling Cart, and Roll Cart shall be protected by a manufacturer's warranty of at least eight (8) years duration.

27.4.7 The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Administrator's approval.

## **SECTION 28: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

### **28.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

28.1.1 The Contractor shall purchase and/or lease, and maintain and repair, all of the vehicles and equipment necessary to maintain its approved Collection schedules, and to promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized.

28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original.

28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load, except for vehicles and open-top containers used to collect White Goods, Bulk Waste, or Electronic Equipment. A Collection vehicle used for the Collection of Garbage, Rubbish, Yard Trash, or Recyclable Materials shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working

condition and shall be free from tears and holes. The cover shall be used to fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

- 28.1.5 All Collection vehicles shall be painted a uniform color.
- 28.1.6 Advertising shall not be allowed on the vehicles, Collection Containers, or equipment used to provide Collection Service in the City.

## **28.2 RESERVED**

## **28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES**

The dedicated fleet of Collection vehicles used by the Contractor under this Agreement shall not exceed an average age of five (5) years and no vehicle shall exceed a maximum age of eight (8) years, unless it is used as a reserve vehicle only. Reserve vehicles shall not exceed a maximum age of ten (10) years.

## **28.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES**

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; and (e) an audible back-up warning device. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.
- 28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager. The proposed communications system is subject to approval by the Administrator.
- 28.4.3 If the Contractor's Collection vehicles are equipped with Global Positioning Systems ("GPS") that allow the Contractor to track the vehicles' movements at the same time the vehicles are providing Collection Services pursuant to this Agreement, the GPS and tracking software used by the Contractor shall be configured by the Contractor to allow the Administrator to obtain current information about the location of each Collection vehicle while the Administrator monitors the Collection vehicles from the City's offices. Upon request, the Contractor shall promptly provide its GPS logs and records to the Administrator.

## **28.5 RESERVE VEHICLES AND EQUIPMENT**

- 28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front line vehicles and equipment are out of service, or

when delays will prevent front line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.

28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

## **28.6 MAINTENANCE AND CLEANING**

28.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage or similar putrescible waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Administrator approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

28.6.2 The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.

28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

## **28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT**

28.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on both side doors of the Contractor's Collection vehicles. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all Collection vehicles.

28.7.2 All Collection vehicles shall display information approved by the Administrator concerning the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on both sides of the vehicle body, in letters at least four (4) inches high. The information displayed on the Contractor's vehicles shall be subject to Contractor's approval, which shall not be unreasonably withheld.

28.7.3 Contractor shall label its Mechanical Containers with letters and/or numbers at least four (4) inches high. The labels shall be placed on at least one (1) side of each Mechanical Container. The label shall be readily visible when the Mechanical Container is placed at a Customer's site. The labels shall provide the Contractor's name, telephone number, and identification number for the Mechanical Container.

## **28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES**

- 28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- 28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
- 28.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

## **28.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT**

- 28.9.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time. The City reserves the right to inspect each Collection vehicle, each day, prior to its use in the City.
- 28.9.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or Recyclable Materials. The Administrator also may require any Collection vehicle, Collection Container, or other equipment to be cleaned, washed, painted, repaired, or maintained immediately. In such cases, the Contractor shall comply with the Administrator's request within one (1) Day or take the vehicle, container, or equipment out of service until the requested work can be completed.

## **28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES**

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The storage yard, garage, and maintenance facility shall be located in Miami-Dade County. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

## **28.11 TRANSPONDERS FOR COLLECTION VEHICLES**

The Contractor shall purchase and install a transponder in each of its Collection vehicles if requested to do so by Miami-Dade County to enable the County to provide automated service at the scale house for the County's facilities. The transponder on each Collection vehicle shall be provided by the Contractor at no cost to the City or its Customers.

# **SECTION 29: CONTRACTOR'S PERSONNEL**

## **29.1 GENERAL REQUIREMENTS**

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City. The Contractor shall not use temporary labor to perform any of its services under this Agreement,

unless the Contractor receives the Administrator's prior written approval for the use of such labor.

## **29.2 DISTRICT MANAGER**

Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the primary point of official contact on behalf of the Contractor for all technical and administrative matters pertaining to this Agreement. The District Manager must have at least five (5) years of prior managerial experience with programs of this nature and size. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under this Agreement. The District Manager shall have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the Administrator shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

## **29.3 FIELD SUPERVISOR**

The Contractor shall designate one or more Field Supervisors, who shall oversee the provision of the Collection Services under this Agreement. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day except Holidays. At all times during the term of this Agreement, the Administrator shall have immediate access to a Field Supervisor by telephone and electronic mail.

## **29.4 EMPLOYEE CONDUCT**

All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language at all times during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

## **29.5 EMPLOYEE IDENTIFICATION**

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Administrator has the right to approve the identifiers or identification furnished by the Contractor.

## **29.6 ATTIRE FOR EMPLOYEES**

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the City under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

## **29.7 REMOVAL OF EMPLOYEES**

The Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the City harmless from and against legal actions by any employees so removed.

## **29.8 EMPLOYEE TRAINING AND LICENSES**

- 29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.
- 29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.
- 29.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

## **29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

## **29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES**

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

# **SECTION 30: CONTRACTOR'S LOCAL OFFICE**

- 30.1 The Contractor shall maintain a customer service/dispatch office in Miami-Dade County. The Contractor's office shall be open for business from 8:00 a.m. to 6:00 p.m., Monday through Friday, and Saturday from 8:00 a.m. to 12:00 p.m., except New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 30.2 The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement.
- 30.3 The Contractor shall have a toll-free telephone number for calls from Customers in the City. All calls concerning complaints shall be answered by a Person located in the Contractor's office in

Miami-Dade County. The Contractor's name and telephone number shall be listed in the Contractor's webpage and the two largest telephone directories in Miami-Dade County. Contractor shall use an answering machine or answering service to record messages when the office is closed. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.

- 30.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Administrator's approval.
- 30.5 The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.
- 30.6 Recycling Bins shall be stored at the Contractor's local office and made available to Customers, pursuant to Section 27.3.2.

## **SECTION 31: CUSTOMER RELATIONS**

### **31.1 HANDLING CUSTOMER COMPLAINTS**

- 31.1.1 The Contractor shall be responsible for receiving and responding to all complaints from Customers. Any complaint received by the Contractor shall be addressed within one (1) hour after it is received.
- 31.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is any dispute or uncertainty, the Administrator shall make the final determination of whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:
  - Missed Collections;
  - Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
  - Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
  - Failure to maintain vehicles, Collection Containers, or equipment;
  - Damage to public or private property;
  - Failure to pick up litter;
  - Failure to obey traffic regulations; and
  - Discourteous treatment of Customers.
- 31.1.3 The Contractor shall take whatever steps are necessary to remedy the cause of a Legitimate Complaint within six (6) hours after receiving notice from the Customer or the Administrator. The Contractor may request and the Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within six (6) hours.

31.1.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system at the time the Contractor receives the complaint. The Contractor shall configure the system in a manner that allows the Administrator to (a) access the system and monitor the complaints from the City's computers, (b) identify the locations of the Customer complaints in real time on a street map, and (c) compare current and historical complaints, by type of complaint and by location. The format of the information collected in the electronic tracking system shall be subject to the Administrator's approval. With the Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 35.2.6, below.

## **31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS**

31.2.1 The Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinance. The Contractor shall immediately notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Days after receiving the Customer's complaint. The Administrator shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters.

31.2.2 The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.

31.2.3 The Contractor and Customer shall have three (3) Days to comply with the Administrator's decision or, in the alternative, provide the Administrator with a written request for a hearing before the Manager.

31.2.4 If a request is filed, the Manager shall act upon such request within twenty (20) Days. The Manager shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The Manager shall notify the Customer, the Contractor, and the Administrator in writing concerning the Manager's decision. The Manager may: confirm, in whole or in part, the Administrator's findings; grant relief to the Customer or the Contractor; or take whatever other action the Manager deems necessary and appropriate. The Manager's decision shall be final and non-appealable.

## **SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE CITY**

### **32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE**

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The City shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph.

### **32.2 CITY'S REVIEW OF CONTRACTOR'S PERFORMANCE**

The Administrator is hereby designated as the public official responsible for the administration of this Agreement by the City. Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

### **32.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS**

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

## **SECTION 33: COMMERCIAL COLLECTION SERVICE**

### **33.1 CONTRACT FOR COMMERCIAL COLLECTION SERVICE**

The Contractor shall use its best efforts to enter into a contract with each New Customer before the Contractor provides Collection Service to that Customer. The Contractor also shall use its best efforts to enter into contracts with all Customers within the First Agreement Year. The Contractor shall prepare a standard form that the Contractor shall use as its contract with Customers. The proposed form shall be provided to the Administrator for approval at least thirty (30) calendar days before the Commencement Date, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement. The Administrator shall have the authority to approve the Contractor's contract, or require additions, deletions, or changes to the language therein, including changes to the language provided below. The Contractor's contract shall identify the service(s) that will be provided, the size and type(s) of Collection Container(s) that will be used, the frequency of Collection, the Scheduled Collection Day(s), and the Rates for the services that will be provided to the Customer. The contract also shall contain the following information, unless alternate language is approved by the Administrator.

#### **"REGULATION BY CORAL GABLES"**

This contract for the collection of Solid Waste is regulated by the City of Coral Gables. If you have questions that you cannot resolve with the Contractor regarding the terms and conditions in this contract, you may call the City at (305) 460-5130.

#### **"COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS"**

Commercial Customers may provide their own Compactor and attached Roll-Off Container for the solid waste that they generate on their property if their Compactor and attached Roll-Off Container is one that can be serviced by the Contractor's collection equipment. In the alternative, a Commercial Customer may obtain a Compactor and attached Roll-Off Container from the Contractor. In either case, the Compactor and attached Roll-Off Container must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor and Roll-Off Container.

## "RATES FOR SERVICES"

The City has approved standard rates for the collection of Solid Waste, Recyclable Materials, and other services. Under this contract, you will pay the following fees for the Contractor's services. You may call the City if you have questions about any of the Contractor's rates.

### **33.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE**

The Contractor's contract shall identify all of the services that the Contractor will provide to the Customer and all of the associated Rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Customers (i.e., Customers already receiving Collection Service on the Commencement Date) that receive Collection Service during the First Agreement Year, the Contractor shall be deemed to have disclosed its Rates if the Contractor provided notice in compliance with Section 36 prior to commencing its Collection Service.

### **33.3 ADVANCE PAYMENTS FOR NEW COMMERCIAL CUSTOMERS**

The Contractor may inform a New Customer that Commercial Collection Service cannot be provided to the Customer until the Contractor receives an advance payment equal to the value of the Commercial Collection Service that will be provided to the Customer for two (2) months. The Contractor is not required to provide Collection Service to a New Customer until the Contractor receives an appropriate advance payment from the Customer.

### **33.4 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER**

The Contractor shall not terminate service to a Customer solely based on the Customer's failure to pay the Contractor's bills for Collection Service, unless the Contractor receives the Administrator's prior written approval to terminate service. Only if the Contractor receives such approval, and only if Contractor complies with the procedures and conditions set forth in this Agreement, may the Contractor terminate Collection Service to a Customer when the Customer fails to pay for service.

The Contractor shall notify the Administrator within one (1) Day after service is terminated. Upon being notified, the City shall take whatever action it deems appropriate to enforce compliance with the City's Ordinances.

If Collection Service is terminated with the City's approval, the Contractor may remove from the Customer's Premises any Collection Containers or other equipment belonging to the Contractor.

Contractor may charge interest on delinquent accounts with Commercial Customers and may charge a fee for the resumption of service, subject to the Administrator's approval and all Applicable Laws.

## **SECTION 34: COLLECTION SERVICE FOR DUPLEXES AND MULTI-FAMILY DWELLINGS**

- 34.1 A Customer occupying a single-family Dwelling Unit, Duplex, or Townhouse shall receive Collection Service with Garbage Cans, unless the Customer receives the City's approval to use Roll Carts or another type of Collection Container for the Collection of Garbage and Rubbish.
- 34.2 With the City's approval, a Customer occupying a Multi-Family Dwelling may receive Collection Service with Garbage Cans, Roll Carts, or Mechanical Containers. Customers using Garbage Cans or Roll Carts may switch to Mechanical Containers, at their convenience, subject to the City's approval. However, Customers using Mechanical Containers shall not switch to Garbage Cans or Roll Carts
- 34.3 A Customer receiving Residential Collection Service with Garbage Cans or Roll Carts shall pay the applicable Rates for such service. A Customer paying the Rates for Residential Collection Service with Garbage Cans or Roll Carts shall receive the same level of service, and shall be subject to the same requirements, as any other Customer receiving the same type of Residential Collection Service.
- 34.4 A Customer receiving Multi-Family Mechanical Container Service shall receive the same level of service, and pay the same Rates, as any Customer receiving Commercial Collection Service with Mechanical Containers.
- 34.5 The requirements of Section 33, above, also shall apply to and govern the Contractor's work for each Residential Customer. Among other things, the Contractor: (a) shall enter into a contract with each New Customer pursuant to Section 33.1; (b) shall disclose its fees in compliance with Section 33.2; (c) may collect advance payments from New Customers pursuant to Section 33.3; and (d) shall not terminate its Collection Service to a Residential Customer, unless the Contractor complies with the requirements in Section 33.4, above.

## **SECTION 35: RECORD KEEPING AND REPORTING**

### **35.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS**

- 35.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's office or storage facility in Miami-Dade County for at least three (3) years following the termination of this Agreement.
- 35.1.2 All of the Contractor's reports to the City shall be submitted in a hard copy and in an electronic format that is compatible with the City's software. The format and content of the Contractor's reports are subject to the Administrator's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.
- 35.1.3 The Contractor shall prepare the logs identified in Sections 35.2.1 and 35.2.6 of this Agreement. The Contractor is encouraged to maintain the other logs identified in Section 35.2, but the Contractor shall not be required to do so, unless the Administrator concludes that one or more of these reporting requirements must be

enforced to ensure the Contractor's compliance with the other provisions in this Agreement.

35.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the City's software systems. The database shall be available for inspection by the City at any time during normal business hours. The information in the logs shall be provided to the Administrator, upon request, within one (1) Day. The general format and content of the Contractor's logs shall be subject to the Administrator's approval.

## 35.2 SPECIFIC RECORD KEEPING REQUIREMENTS

35.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to the City and each Customer in the Service Area. The records shall be sufficient to determine the fees that should be billed to each Customer for Collection Service each month. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Collection Containers used by the Customer; and the additional Collection Services, if any, received by the Customer. The Contractor's records shall include a copy of the Contractor's written contract for service with each Customer receiving Collection Service. The Contractor shall summarize the records in a log, which shall identify the services received by each Customer and the amounts that should be paid for those services.

35.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Day. These records shall be summarized in a log.

35.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials collected in the Service Area. The records shall identify the amounts of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Day. These records shall be summarized in a log.

35.2.4 Vehicle Maintenance Log – The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

35.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; the Customer

type (i.e., Residential or Commercial); and the reason for each Non-Collection Notice.

35.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; the Customer type; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

35.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

### **35.3 MONTHLY REPORT**

35.3.1 The Contractor shall submit a Monthly Report to the Administrator no later than the fifteenth (15th) calendar day of each month.

35.3.2 Reserved.

35.3.3 Other Collection Services – At a minimum, the Contractor shall submit a monthly report containing the following information for the previous month: (a) the total quantity of Solid Waste delivered to a Designated Disposal Facility; (b) the total quantity of Source Separated Recyclable Material delivered to Recycling facilities; (c) the amount of Solid Waste and Recyclable Material, respectively, delivered to other facilities; (d) the number of Non-Collection Notices issued to Customers during the month; (e) the number of Missed Collections; (f) a summary of each accident involving personal injuries or property damage; (g) a summary of all Customer complaints, unresolved Customer complaints, and the total number of Legitimate Complaints; (h) the monthly and total amount of Roll-Off Collection Service provided to the City to date during the Agreement Year; and (i) the Gross Revenues billed by the Contractor.

35.3.4 If requested by the Administrator, the Monthly Report also shall provide the following information for each Customer receiving Commercial Collection Service: (a) the owner of the Collection Container used by the Customer; (b) the size and frequency of Collection Service for each Collection Container used by the Customer; and (c) any additional Collection Services received by the Customer.

35.3.5 If requested by the Administrator, the Contractor shall provide sufficient information in the Monthly Report to demonstrate that: (a) the Contractor has deposited all advance payments in an escrow fund; and (b) the Contractor has sufficient funds in escrow to reimburse all of its Customers, if necessary, in compliance with this Agreement.

#### **35.4 ANNUAL REPORT**

Contractor shall submit an Annual Report to the Administrator no later than forty-five (45) calendar days after the end of each Agreement Year. At a minimum, the Annual Report shall include the following information: (a) annualized information for all items required in the Monthly Reports; (b) an updated list of all vehicles and equipment used to provide Collection Services under this Agreement, including make, type, year, license number, and ID number for each; (c) an updated Collection Plan, including current route maps and schedules for all Collection Services provided under this Agreement; (d) a description and inventory, indicating quantities and condition, of the equipment, facilities, manpower, and other resources available for emergency conditions; (e) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (f) a corrective action plan for systemic and chronic problems, if any; (g) an updated Contingency Plan; (h) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (i) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 28.3 herein. The Annual Report shall provide sufficient information to enable the City to independently determine whether the Contractor has complied with the requirements concerning the payment of Franchise Fees pursuant to this Agreement. The financial information in the Annual Report shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP).

#### **35.5 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS**

- 35.5.1 Updates to Safety Plan – Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated plan to the Administrator as an attachment to the Annual Report.
- 35.5.2 Accidents and Property Damage – Contractor shall notify the Administrator of any accidents involving the Contractor's staff, vehicles, or equipment that require notification to OSHA or any other regulatory agency under Applicable Laws. Contractor also shall notify the Administrator of accidents involving personal injuries or damage to public or private property. In all such cases, verbal notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Administrator within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Days following the ultimate disposition of the case.

#### **35.6 CITY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS**

Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information, in addition to that required explicitly by this Agreement, that the Administrator or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection during normal business hours at the Contractor's office in Miami-Dade County.

## **SECTION 36: PUBLIC NOTICES AND EDUCATIONAL SERVICES**

The Contractor shall provide the following notices and educational services to help educate the public about the City's Solid Waste management system. The design and content of the notices shall be subject to prior approval by the Administrator. The Contractor shall be responsible for all expenses associated with the notices and educational services required herein.

### **36.1 NOTICE FOR COMMENCEMENT OF SERVICE**

Prior to the Commencement Date, the Contractor shall design, print, and mail or deliver a notice concerning the Contractor's Collection Services and schedules. At a minimum, the notice shall identify the Scheduled Collection Days for the Customer receiving the notice. The notice also shall summarize the applicable Set Out requirements and provide other relevant information concerning the Contractor's services. The notices shall include a copy of the applicable Rates for Contractor's Collection Services (Exhibit 3).

### **36.2 ANNUAL NOTICE TO CUSTOMERS**

The Contractor shall design, print, and mail or deliver an annual notice to all Residential Customers and Commercial Customers within the Service Area. The notice shall include a copy of the current Rates for the Collection Services (Exhibit 3) provided to the Customer. The notice also shall include the information provided for the commencement of service. The Contractor is not required to provide the annual notice during the First Agreement Year, but the Contractor shall provide the annual notice in October of each subsequent Agreement Year.

### **36.3 NOTICES FOR NEW CUSTOMERS**

The Contractor shall design, print, and mail or deliver appropriate informational materials for each new Customer. At a minimum, the notice shall include the information contained in the annual notice.

### **36.4 NOTICES CONCERNING CHANGES IN COLLECTION SERVICES**

The Contractor also shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. The notices shall be delivered to the Customers at least one week before the Contractor changes its Scheduled Collection Days.

### **36.5 NOTICE FOR CHRISTMAS**

The Contractor shall provide notice to each Customer that will be affected by a change in the Scheduled Collection Days because of the Christmas Holiday. The notice shall be delivered to the affected Customers at least one week before Christmas. The notice may be provided with the Contractor's invoice for the billing period prior to Christmas Day or the notice may be provided in a separate mailing or delivery.

## SECTION 37: CONTRACTOR'S COLLECTION SERVICES FOR THE CITY

### 37.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide the following Collection Services for the benefit of the City, beginning on the Commencement Date and continuing throughout the term of this Agreement. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, and using Collection Containers. The City shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; and (c) the location where the Collection Container will be placed by Contractor. The City shall be responsible for placing its Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection Containers.

### 37.2 ROUTINE COLLECTION SERVICE

37.2.1 Solid Waste and Source Separated Recyclable Materials -- The Contractor shall provide for the Collection of Solid Waste and Source Separated Recyclable Materials from any property that is owned, occupied, or controlled by the City, including any such property that is acquired during the term of this Agreement. Exhibit 6 identifies the City properties that shall receive Collection Service, as of the Effective Date. The Contractor's obligation under this paragraph includes the Collection of Solid Waste and Source Separated Recyclable Materials that are collected by the City at other locations as a result of City operations and then transported to the City properties identified in Exhibit 6, but such other locations shall not include single family Dwelling Units or Townhouses that receive Collection Service from the City. At a minimum, the Contractor's Collection Services for the City's property shall be provided in compliance with the requirements contained herein for the Collection of Commercial Waste. Solid Waste shall be collected at least two times each week and Source Separated Recyclable Materials shall be collected at least once each week. Mechanical Containers used for the Collection of Yard Trash and/or Construction and Demolition Debris shall be emptied by the Contractor whenever the Mechanical Containers are full. The Contractor shall provide at least one Recycling Bin or Recycling Cart at a central location on each floor of each City building.

37.2.2 Centralized Collection of Source Separated Recyclable Materials -- If requested by the Administrator, the Contractor shall provide Collection Service for Source Separated Recyclable Materials at two (2) locations in the Service Area, which shall be used as public drop-off sites. The Contractor shall collect Source Separated Recyclable Materials at these locations at least once per week.

37.2.3 Collection Service for Community Events -- The Contractor shall provide Collection Service for Community Events (e.g., community clean-ups, parades, and other special events) when such Collection Service is requested by the Administrator. Under the requirements of this paragraph, the Contractor shall provide free Collection Service for up to twelve (12) Community Events per Agreement Year. The Contractor shall provide up to four (4) Roll-Off Containers (40 cubic yards

each) per Community Event, or the Contractor shall provide other types of Collection Containers with an equivalent capacity. The type(s) of Collection Containers to be used for a Community Event shall be determined by the Administrator.

Upon request, the Contractor shall provide additional Collection Service for Community Events. The Contractor may charge the City for this additional Collection Service, provided that the Contractor notified the Administrator that the specific service requested would require the payment of additional fees and the Administrator gave prior written approval for the service and the fees. In such cases, the Contractor may charge the Rates provided in Exhibit 3 for the additional Collection Service.

37.2.4 Reserved.

37.2.5 Collection Service in Central Business District – Unless the City elects to provide the following Collection Services pursuant to Section 41.6, below, the Contractor shall provide Collection Service for all of the Garbage and Rubbish discarded in the public trash receptacles that are located in the Central Business District and other areas designated by the City in Exhibit 11. The City shall have the right to add up to forty (40) trash receptacles to the list in Exhibit 11. At least three (3) times each week (Monday, Wednesday, and Friday), the Contractor shall remove all of the Garbage and Rubbish that has been placed in the designated trash receptacles. The Contractor also shall replace the Plastic Bag in each trash receptacle and pick up all of the litter within ten (10) feet of the trash receptacle each time the receptacle is emptied.

37.2.6 Litter Collection. – Unless the City elects to provide the following Collection Services pursuant to Section 41.7, below, the Contractor shall provide Collection Services for the removal of litter in the public areas identified in Exhibit 12. The Contractor shall collect and remove all of the litter from the designated areas, once each day, seven (7) days per week, before 10 A.M. each day.

When the designated area is a street, alley, or paseo, the litter shall be removed from the entire right of way of the street, alley or paseo, including the areas used for median strips, planters, sidewalks, curbs, gutters, and road surface. At all locations, the designated area shall be inspected thoroughly to ensure that all litter is removed, without damaging any landscaping or public property. The Contractor shall remove the litter from the designated areas and shall not place the litter in the City's trash receptacles.

At each area designated in Exhibit 12, the Contractor shall pick-up and remove all undesirable discarded materials, including but not limited to paper, cardboard, plastic, styrofoam, metal, palm fronds, yard trash, food wastes, animal feces, and all other types of Solid Waste.

The City shall have the right to modify the list of areas designated in Exhibit 12, but the cumulative linear footage of the collection areas shall not be increased as a result of such modification. The City also shall have the right to substitute one block for another, provided that all of the designated areas are in relatively close proximity to one another after such substitution.

The Contractor shall prepare and maintain records concerning the quantity of litter and other material collected each day. The total quantities collected each month shall be reported in the Contractor's monthly reports pursuant to Section 35.3 herein.

### **37.3 INCREASED LEVEL OF SERVICE FOR CITY**

If the Administrator notifies the Contractor before 12 p.m. (noon) that a Collection Container used by the City is full, the Contractor shall empty the Collection Container on the same Day. If the Administrator notifies the Contractor after noon, the Contractor shall empty the Collection Container before noon on the next Day. In addition, the Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Administrator determines the current level of service is inadequate.

## **SECTION 38: CONTRACTOR'S EMERGENCY SERVICES**

### **38.1 COLLECTION OF GARBAGE AFTER A DISASTER**

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Administrator. The Contractor shall use its best efforts to resume its Collection Services on the Scheduled Collection Days as soon as possible after the disaster.

### **38.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES**

In the event of a hurricane, tornado, or other natural or manmade disaster, the Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules. The Contractor shall provide the Administrator with any requested information so that the Administrator and Contractor can evaluate and respond to the disaster.

### **38.3 COLLECTION OF DISASTER DEBRIS**

This Agreement does not give the Contractor the right to collect Disaster Debris. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the City to utilize the services of Contractor, or prevent the City from hiring another Person, to collect Disaster Debris. Among other things, the City may utilize the City's Disaster Debris Contract in accordance with the City's emergency management plan, or the City may utilize City personnel and equipment, for the Collection of Disaster Debris.

### **38.4 CONTRACTOR'S CONTINGENCY PLAN**

Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service. The Contingency Plan shall be submitted to the Administrator by January 1, 2011. Thereafter, the Contingency Plan shall be updated and resubmitted to the Administrator with the Contractor's annual report, and also within two (2) Days whenever the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Administrator's approval.

### **38.5 CITY'S EMERGENCY MANAGEMENT MEETINGS**

Contractor shall attend the City's emergency management/disaster preparedness meetings, and shall provide the City with any materials that may be useful to the City's efforts, including but not limited to Collection schedules and routes, and security codes to private community gates. The Administrator shall notify the Contractor of the date, time and location of the meetings, and any necessary materials to be provided by the Contractor.

## **SECTION 39: RATES FOR CONTRACTOR'S SERVICES**

### **39.1 UNIFORM RATES FOR ALL COLLECTION SERVICES**

The Rates in Exhibit 3 are the maximum amounts that shall be charged for any Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the City after the Effective Date. Contractor shall only utilize the Rates in Exhibit 3 of this Agreement when billing its Customers. The Rates include the Franchise Fees applicable to each Collection Service.

### **39.2 RATES FOR SPECIFIC COLLECTION SERVICES**

The Rates for Residential Collection Service are set forth in Exhibit 3A. The Rates for Commercial Collection Services are set forth in Exhibit 3B. The Rates in Exhibit 3C shall be paid by the City when the Contractor accepts and processes Yard Trash that has been delivered by the City to the Contractor's Yard Trash processing facility.

### **39.3 ANNUAL ADJUSTMENT TO COLLECTION COMPONENT OF RATES**

On October 1, 2011 and annually thereafter, the Collection component of the Rates for Residential Customers and Commercial Customers shall be adjusted upward or downward to reflect any changes in the cost of Collection during the previous Agreement Year due to inflation or deflation. The adjustment to the Collection portion of the Rates in Exhibit 3 shall be based on the changes in the Consumer Price Index during the previous Agreement Year. The adjustments shall reflect the percentage change in the CPI, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur, except that the adjustment on October 1, 2011 shall be established on a pro rata basis because the First Agreement Year shall not include twelve (12) calendar months.

Notwithstanding anything else contained herein, the total adjustment to the Collection component of the Rates shall not exceed five percent (5%) in any Agreement Year. If the CPI 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.

#### **39.4 ADJUSTMENTS TO DISPOSAL COMPONENT OF RATES**

The disposal component of the Rates shall be based on the weight of the Load and the Tipping Fee at the Designated Disposal Facility. The disposal component of the Rates shall be adjusted to reflect any changes in the Tipping Fee for Garbage at the Designated Disposal Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee. The advance notice shall be provided in a manner that is acceptable to the Administrator. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later.

The City shall calculate the amount of the Rate adjustment by using the following formula:

$$DCc \times (TFn/TFc) = DCn$$

“DCc” is the current amount of the disposal component of the Rates (i.e., the disposal component before the Tipping Fee is increased).

“TFn” is the new Tipping Fee.

“TFc” is the current Tipping Fee.

“DCn” is the new disposal component of the Rates (i.e., the disposal component after the Tipping Fee is increased).

For example, if it is assumed hypothetically that (a) the current disposal component of the Rates is \$15, (b) the current Tipping Fee is \$59.77, and (c) the new Tipping Fee will be \$60.30, then the new disposal component of the Rates will be \$15.13, as shown by the following calculation:

$$\$15 \times (\$60.30/\$59.77) = \$15.13$$

In addition to the adjustments described above, the Rates in Exhibit 3C for the disposal of Yard Trash shall be adjusted on October 1, 2011 and annually thereafter, based on the changes in the CPI during the previous Agreement Year. The adjustments to these Rates shall be determined in accordance with the provisions of Section 39.3 and shall not exceed five (5) percent in any Agreement Year.

#### **39.5 ANNUAL ADJUSTMENTS TO FUEL COMPONENT OF RATES**

On October 1, 2011 and annually thereafter, the fuel component of the Rates shall be adjusted upward or downward to reflect the change in the price of diesel fuel during the previous year. The adjustment in the fuel component of the Rates shall be equal to the percentage change in the price of No. 2 diesel fuel, which shall be determined by comparing the price on April 1<sup>st</sup> in the previous calendar year with the price

on April 1<sup>st</sup> in the calendar year in which the adjustment will occur. The price of diesel fuel will be determined by using the prices reported by the U.S. Department of Energy, Energy Information Administration, for Lower Atlantic (PADD 1C) No. 2 Diesel Low Sulfur Commercial Price by All Sellers.

Notwithstanding anything else contained herein, the total increase in the Rates in any Agreement Year shall not exceed five percent (5%) as a result of combining the annual adjustment to the Collection component of the Rates and the annual adjustment to the fuel component of the Rates.

### **39.6 RATE ADJUSTMENTS FOR CHANGES IN LAW**

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Administrator to fairly evaluate the proposed Rate increase. The Administrator shall request and the Contractor shall provide additional information as necessary. After receiving the requested information, the Administrator shall present the Contractor's request and the Administrator's recommendations to the Commission. The Commission shall fairly evaluate the Contractor's request in a timely manner. If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Any adjustments to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

### **39.7 EXTRAORDINARY RATE ADJUSTMENTS**

- 39.7.1 Once each Agreement Year, before April 1, the Contractor may petition the Commission for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant, licensed in the State of Florida, that is not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Administrator may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition.
- 39.7.2 The Commission shall approve or deny the request, at its sole discretion, within sixty (60) calendar days after the Administrator receives all of the information needed to evaluate the Contractor's proposal. The Commission's decision shall be final and non-appealable.
- 39.7.3 If the Contractor's request is granted, the Commission shall have the right to reduce the Contractor's Rates if the Contractor's costs are reduced. Every twelve (12) months after a request is granted, the Administrator shall have the right to request,

and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Commission may reduce the Contractor's Rates if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

### **39.8 RATE REDUCTIONS**

The Commission shall have the right to reduce the Rates, after providing at least thirty (30) calendar days' advance notice to the Contractor and an opportunity for a public hearing. The Commission may exercise this right when the Commission determines that a Change in Law, a significant reduction in Collection costs, or extraordinary event warrants a reduction in the Rates. The Administrator may request and the Contractor shall provide all of the information that is reasonably necessary for the Commission to determine whether a Rate reduction is appropriate. The Contractor shall have the right to attend the public hearing and present evidence and testimony in opposition to the Rate reduction. The Contractor shall have the right to appeal the Commission's decision in accordance with Applicable Law.

### **39.9 RATES FOR DISASTER DEBRIS**

If the Administrator wishes to have the Contractor collect Disaster Debris, the City and the Contractor shall enter into a separate contract and the City shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the City and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

### **39.10 ADJUSTMENTS TO FRANCHISE FEE**

Whenever any Rate is adjusted, the Franchise Fee shall be recalculated and then paid based on the adjusted Rate. The adjusted Rate shall include the Franchise Fee. When the adjusted Rate (including the Franchise Fee) takes effect, the Contractor may bill and collect the adjusted Rate from its Customers.

### **39.11 RATES FOR CONSOLIDATED COLLECTION AREAS**

The Contractor's Rates for Customers using a Collection Container in a Consolidated Collection Area shall be subject to the restrictions herein. The Contractor shall not charge or collect a rental fee for the Compactors and Mechanical Containers it provides to the Consolidated Collection Areas. The Contractor shall pay for the electrical service provided to the Compactors in such areas. The Contractor also shall pay any cost associated with the preparation and construction of the slab and associated improvements to the sites where the Compactors are located. The Contractor shall collect cardboard from the Consolidated Collection Areas at no charge.

All Customers in the Consolidated Collection Areas shall receive an appropriate level of service based on the amount of waste they generate, and they shall pay the applicable Rates for the Commercial Collection Service they receive. New Commercial Customers shall be charged the Rate applicable to the type of business they operate and the amount of Solid Waste they generate. The minimum level of service for a New Customer shall be based on the use of four (4) Garbage Cans that are collected two (2) times each week. This level of service is appropriate for a small office or other small business that generates little waste. If it is difficult to estimate the amount of Solid Waste that will be generated by a New Customer, the Contractor and the Customer

initially shall determine the level of service that will be needed and then the level of service and Rates will be adjusted at a later date, if necessary.

#### **39.12 ADVANCE PAYMENTS**

Pursuant to Sections 33.3 and 34.5 herein, the Contractor may collect an advance payment prior to initiating service to a New Customer, but the advance payment shall not be greater than the amount of the Contractor's Rates for providing two (2) months of Collection Service to the Customer. If an advance payment is collected by the Contractor, the advance payment shall be held as a deposit in an interest-bearing escrow account. If a Customer pays all of the Contractor's bills on time and in full for eighteen (18) consecutive months, the Contractor shall return one-half of the Customer's advance payment (plus interest) to the Customer, within thirty (30) days after being requested to do so by the Customer or the Administrator. If the Customer fails to pay the Contractor's Rates when due, the advance payment may be used to reduce the amount of the Customer's delinquent account. The remainder of the advance payment (plus interest), if any, shall be returned to the Customer within ninety (90) calendar days after the Contractor's Collection Services for the Customer under this Agreement are terminated.

The Contractor may charge interest on any delinquent account for a Commercial Customer, subject to Applicable Laws. The Contractor's rights under this Agreement concerning advance payments, interest payments, and related matters are subject to all Applicable Laws.

### **SECTION 40: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES**

#### **40.1 GENERAL BILLING AND PAYMENT PROVISIONS**

The City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and the fee is identified in Exhibit 3. The Rates for Collection Services in Exhibit 3 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

#### **40.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTORS**

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within two (2) Days after the money is received by the Contractor.

#### **40.3 CONTRACTOR'S RESPONSIBILITY FOR BILLING AND COLLECTIONS**

The Contractor shall be solely responsible for billing its Customers and collecting all Rates, fees, and other charges from its Customers for the Collection Services it provides under this

Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with its services.

#### **40.4 PROCEDURE FOR PAYMENT FOR RESIDENTIAL COLLECTION SERVICE**

The Contractor shall charge discounted Rates to those Residential Customers that use Garbage Cans and prepay for Collection Service in compliance with the requirements in this paragraph. If the Customer prepays for one (1) year of Collection Service, the Contractor shall reduce the normal Rate by ten (10) percent, as shown in Exhibit 3. The Contractor shall reduce the normal Rate by five (5) percent if the Customer prepays on a semiannual basis, as shown in Exhibit 3.

No later than October 1 of each calendar year, the Contractor shall offer its prepayment discount to those Residential Customers that use Garbage Cans. To accept the Contractor's offer for the discounted Rate, the Customer must deliver its prepayment to the Contractor by November 9 of the same calendar year.

If a Customer does not prepay for discounted Collection Service, the Contractor shall bill in advance for the services it provides to the Customer. The Contractor's bill shall be due and payable thirty (30) calendar days after mailing.

#### **40.5 PROCEDURE FOR PAYMENT FOR COMMERCIAL COLLECTION SERVICE**

The Contractor shall bill its Commercial Customers in arrears for the services it has provided to the Customers. The Contractor's bill shall be due and payable thirty (30) days after mailing.

#### **40.6 OVERPAYMENTS**

If a Customer pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Customer and rectify the mistake. The Contractor shall make appropriate adjustments to the Customer's payments under this Agreement to offset any overpayments resulting from any error.

#### **40.7 CITY'S OPTION TO BILL AND COLLECT**

The City, at its sole option, may elect to take over the billing and collection of some or all of the fees for Residential Collection Service and Commercial Collection Service. If the City elects to do so, the Contractor shall provide the City with a comprehensive list of its Residential and Commercial Customers. The list shall identify the location, size and number of containers, and frequency of Collection, for each Customer, in an electronic format approved by the City. If the City elects to exercise its rights under this paragraph, the City and Contractor shall mutually negotiate appropriate revisions to the Rates.

#### **40.8 RESERVED**

#### **40.9 CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION**

The Contractor shall provide all necessary billing information to the City in an electronic format (e.g., Excel or similar software) and otherwise advise the City about the amount charged to each

Customer each month for all of the Collection Services provided by the Contractor in the Service Area. With the Administrator's approval, the billing information required pursuant to this section may be used by the Contractor to satisfy some of the requirements in Section 35, above, for the Contractor's reports to the City. The Contractor and Administrator shall attempt to minimize any duplicative reporting. Upon request by the Contractor, the Administrator may waive one or more of the requirements in this Section 40.9.

#### **40.10 CITY PAYMENTS AND LIENS FOR DELINQUENT ACCOUNTS**

If the Contractor has not been paid after providing its Collection Service to a Customer for sixty (60) calendar days, the Contractor shall notify the City concerning the Customer's delinquent account. The City may, at its option, attempt to assist the Contractor with the collection of the overdue payments.

If a Customer fails to pay the Contractor for Collection Service that has been provided in compliance with this Agreement, the Contractor may request the City to pay the Contractor's bill for the Collection Service. Upon request, the City shall pay eighty-five percent (85%) of such bill, beginning ninety-one (91) calendar days after the Contractor's bill became delinquent. If the City pays the Contractor's bill in this fashion, the Contractor's rights concerning the delinquent bill shall be transferred and assigned by the Contractor to the City. For the purposes of this paragraph, the Contractor's bill shall be deemed to include the unpaid debt for the Contractor's Collection Service, plus any Franchise Fees that were paid to the City by the Contractor but not collected from the Customer.

The Contractor shall be paid on a quarterly basis for all delinquent accounts, subject to the other provisions contained herein.

The City's payment of any delinquent account shall be and is hereby declared to be a debt due and owing to the City. Among other things, this debt shall (a) accrue interest at the maximum rate allowed by law from the date such debt became due and owing to the City; (b) constitute a lien against the Customer's Premises to the same extent and character as a lien for special assessments imposed pursuant to the City's Ordinances; and (c) be subject to the same penalties and rights of collection, foreclosure, sale and forfeiture as provided for special assessment liens.

Each month the Contractor shall provide the City with a list of all delinquent accounts, which shall be identified by name, address, and parcel number (folio number). The Contractor's list shall identify the amount of the advance payment (if any) held by the Contractor for each Customer with a delinquent account. The Contractor shall mail a delinquency notice each month to each Customer that has a delinquent account, using a letter or form approved by the City.

#### **40.11 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY**

The City shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to its Customers, except as provided in Section 40.10, above. The Contractor shall have no right to any revenues or funds obtained by the City from any other sources, including but not limited to funds distributed to the City by the Florida Department of Environmental Protection or any other Person.

## SECTION 41: PAYMENTS TO THE CITY

### 41.1 FRANCHISE FEES

The Contractor shall pay a Franchise Fee, which shall be equal to twenty-two percent (22%) of the Gross Revenues billed each month by the Contractor for all of the Collection Services provided by the Contractor pursuant to this Agreement. The amount of the Franchise Fee may be changed by resolution of the Commission, but any such change shall warrant a corresponding change in any Rates that include the Franchise Fee. The Franchise Fee shall be paid to the City in full no later than the twenty-fifth (25th) calendar day of each month, based on the Gross Revenues billed by the Contractor during the previous month. The Contractor's payment to the City shall be accompanied by a form that shows how the amount of the Franchise Fee was calculated. The format and content of the form shall be subject to the City's approval. The form shall be accompanied by a detailed report which includes, but is not limited to, the name of each Customer, the service address of each Customer, the account number of each Customer, the exact services rendered to the Customer, and the amounts billed to each Customer.

The Franchise Fees paid by the Contractor during an Agreement Year shall not be less than the Minimum Payment. The Minimum Payment shall be equal to the total amount of the Franchise Fees paid by the Contractor to the City during the City's 2009-2010 fiscal year (i.e., \$1,238,000), adjusted for inflation pursuant to Section 41.9 herein. If the Franchise Fees paid by the Contractor in an Agreement Year are less than the Minimum Payment, the Contractor shall pay the deficiency (i.e., the difference between the Minimum Payment and the amount actually paid) to the City within thirty (30) calendar days after the end of the Agreement Year.

When calculating the amount of the Franchise Fees paid by the Contractor during the City's 2009-2010 fiscal year, the City included all Franchise Fees paid by the Contractor for the Collection of Residential Waste and Commercial Waste pursuant to the Contractor's Solid Waste and Recycling Services Collection Franchise Contract, but the City did not include Franchise Fees paid by the Contractor for the Collection of Construction and Demolition Debris. When calculating the amount of the Franchise Fees paid by the Contractor in an Agreement Year, the City shall include the Franchise Fees paid by the Contractor pursuant to this Agreement, but shall not include Franchise Fees paid by the Contractor for the Collection of Construction and Demolition Debris. When calculating the amount of the Franchise Fees paid by the Contractor during the First Agreement Year, the City shall include the Franchise Fees paid by the Contractor between October 1, 2010 and the Commencement Date pursuant to the Contractor's Solid Waste and Recycling Services Collection Franchise Contract, but the City shall not include Franchise Fees paid by the Contractor for the Collection of Construction and Demolition Debris.

Immediately following each Agreement Year, the City may hire an independent, third party accountant to conduct an audit of the Contractor's records concerning the Franchise Fees paid to the City during the prior Agreement Year. The Contractor shall pay the costs of the audit within thirty (30) calendar days after receiving the City's request for payment of the auditor's bill. However, the Contractor's obligation to pay under this paragraph shall not exceed Twenty-Five Thousand Dollars (\$25,000) per Agreement Year, unless the audit reveals that the Contractor failed to pay all of the Franchise Fees that were due and owing to the City. In such cases, the Contractor shall pay the entire cost of the audit and any expenses the City incurs in its efforts to recover the unpaid Franchise Fees.

#### **41.2 ADMINISTRATIVE COSTS**

The Contractor shall pay an administrative fee to the City each month of each Agreement Year. The administrative fee is intended to reimburse the City for the administrative services provided by the City in connection with this Agreement. Each monthly payment shall be in the amount of Thirty-Five Thousand Dollars (\$35,000). The first monthly payment shall be delivered to the City no later than January 15, 2011. Each subsequent payment shall be delivered to the City no later than the 15th day of the month.

#### **41.3 EXPENSES FOR PREPARATION OF AGREEMENT**

The City has expended substantial amounts of staff time and will incur significant out-of-pocket costs related to the preparation and negotiation of this Agreement. Since the City's procurement process resulted in a direct economic benefit to the Contractor (i.e., the award of this Agreement), the Contractor shall reimburse the City for its costs and efforts. Accordingly, the Contractor shall pay One Hundred Sixty Thousand Dollars (\$160,000) in eight (8) equal and consecutive monthly installments of Twenty Thousand Dollars (\$20,000) each. The first monthly payment shall be delivered to the City no later than February 15, 2011. Each subsequent payment shall be delivered to the City no later than the 15th day of the month.

#### **41.4 PUBLIC NOTICES AND EDUCATIONAL SERVICES**

The Contractor shall pay Twenty-Five Thousand Dollars (\$25,000) per Agreement Year for (a) the City's public notices concerning the City's Solid Waste management system, (b) educational programs concerning Solid Waste management issues, and (c) other public purposes designated by the Administrator. This payment shall be delivered to the City no later than the 15th day of November in each Agreement Year. However, no payment to the City shall be required pursuant to this paragraph during the First Agreement Year.

#### **41.5 STREET SWEEPING PROGRAM**

The City will incur costs each Agreement Year when the City sweeps its streets and otherwise attempts to clean up the litter associated with the Contractor's activities in the City. These costs are approximately Two Hundred Thousand Dollars (\$200,000) per year. Accordingly, the Contractor shall pay a street sweeping fee to the City each month of each Agreement Year to help offset these costs.

The Contractor shall pay Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$16,667) each month of each Agreement Year. The first monthly payment shall be delivered to the City no later than January 15, 2011. Each subsequent payment shall be delivered to the City no later than the fifteenth day of the month.

#### **41.6 COLLECTION SERVICE IN CENTRAL BUSINESS DISTRICT**

At its option, the City may elect to provide the Collection Service in the Central Business District that is required pursuant to Section 37.2.5, above. If the City elects to provide this Collection Service, the Contractor shall pay Six Thousand Two Hundred Fifty Dollars (\$6,250) per month to

the City during each month of the Agreement Year that such Collection Service is provided by the City. The Contractor's payments shall be delivered to the City no later than the fifteenth day of each month when such Collection Service is provided by the City. The first payment shall be delivered to the City no later than January 15, 2011.

If the City decides that the Contractor should provide the Collection Service required pursuant to Section 37.2.5, the City shall provide written notice to the Contractor at least ninety (90) calendar days before the City requires the Contractor to provide such Collection Service.

#### **41.7 LITTER COLLECTION**

At its option, the City may elect to provide the Collection Service that is required pursuant to Section 37.2.6, above. If the City elects to provide this Collection Service, the Contractor shall pay Fourteen Thousand Five Hundred Eighty-Four Dollars (\$14,584) per month to the City during each month of the Agreement Year that such Collection Service is provided by the City. The Contractor's payments shall be delivered to the City no later than the fifteenth day of each month when such Collection Service is provided by the City. The first payment shall be delivered to the City no later than January 15, 2011.

If the City decides that the Contractor should provide the Collection Service required pursuant to Section 37.2.6, the City shall provide written notice to the Contractor at least ninety (90) calendar days before the City requires the Contractor to provide such Collection Service.

#### **41.8 OTHER PAYMENTS**

The City shall submit invoices to the Contractor for any fee or charge that is due and owing to the City from the Contractor, except for the payments otherwise addressed in this Section 41. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

#### **41.9 ANNUAL CPI ADJUSTMENTS FOR PAYMENTS**

On October 1, 2011 and each anniversary thereafter, the amount of certain payments from the Contractor to the City shall be adjusted to reflect one hundred percent (100%) of any increase in the CPI, measured from April 1<sup>st</sup> in the previous calendar year to March 31<sup>st</sup> in the calendar year in which the adjustment will occur. However, the increase in the Contractor's payments shall not exceed five (5) percent in any Agreement Year. For the purposes of this Section 41.9, the CPI shall mean the Consumer Price Index for All Urban Consumers (Series ID CUURA320SA0 and CUUSA320SA0) for Miami-Ft. Lauderdale, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

The CPI adjustments described in this Section 41.9 shall apply to the Minimum Payments made pursuant to Section 41.1 (Franchise Fees), and the monthly payments made pursuant to Section 41.3 (Administrative Costs), Section 41.4 (Public Notices and Educational Services), Section 41.5 (Street Sweeping Program), Section 41.6 (Collection Service in Central Business District), and Section 41.7 (Litter Collection).

## **SECTION 42: RECYCLING REVENUES**

The Contractor shall receive all of the revenues derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor pursuant to this Agreement.

## **SECTION 43: PAYMENT OF TIPPING FEES**

Except as otherwise set forth herein, the Contractor shall be solely responsible for the payment of all Tipping Fees owed to any facility used for the disposal, Recycling, or processing of any Solid Waste or other material collected by the Contractor under this Agreement. Among other things, the Contractor shall pay the cost to process or dispose of any Solid Waste or Recyclable Material that is collected from a Customer and delivered to a Designated Facility. Contractor shall be solely responsible for billing and collecting appropriate fees from its Customers to pay the Tipping Fees and other costs at the Designated Facility.

## **SECTION 44: VERIFICATION OF PAYMENT AMOUNTS**

- 44.1 The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.
- 44.2 At any time within the applicable statute of limitations, the City may recalculate and collect any amounts that are payable to the City under this Agreement, plus interest at the maximum rate allowed by law (not to exceed 18% per year), and all costs of collection.
- 44.3 Whenever the Contractor submits a monthly report to the City pursuant to Section 35 herein, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the monthly report is accurate in all respects. The District Manager or their designee also shall verify each month that all of the Solid Waste and Recyclable Material collected by the Contractor in the Service Area has been delivered to a Designated Facility, and the Contractor's monthly report accurately accounts for all such deliveries.
- 44.4 At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor that are relevant to the calculation of the amounts that are due and payable under this Agreement.

## **SECTION 45: ADMINISTRATIVE CHARGES**

### **45.1 BASIS FOR ADMINISTRATIVE CHARGES**

The City and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 45 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have negotiated the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The Contractor and City also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute administrative charges, not penalties, for the Contractor's breach of this Agreement.

## **45.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES**

- 45.2.1 The Administrator shall conduct a preliminary evaluation of the relevant facts before the Administrator decides whether administrative charges should be assessed against the Contractor. At a minimum, the Administrator shall provide written notice to the Contractor, and thereby offer to discuss the relevant facts with the Contractor within five (5) days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) day period, whichever occurs first, the Administrator shall determine whether administrative charges should be assessed. However, the City shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.
- 45.2.2 Prior to assessing administrative charges, the Administrator shall provide written notice to the Contractor, indicating the City's intent to assess administrative charges and the basis for the City's position.
- 45.2.3 After receiving the Administrator's letter, Contractor shall have ten (10) Days to file a written letter of protest with the Administrator.
- 45.2.4 If a protest is timely filed, the matter shall be referred to the Manager for resolution. The Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The Manager's decision shall be final and non-appealable, except as provided in Section 45.2.6.
- 45.2.5 If a protest or petition is not timely filed by the Contractor, or if the Manager concludes that administrative charges should be assessed, the Contractor shall deliver its payment of Administrative charges to the Administrator within fifteen (15) Days of receiving the written decision of the Administrator or Manager, as applicable.
- 45.2.6 The procedures in this Section 45 shall be used in lieu of the procedures in Section 50 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Fifteen Thousand Dollars (\$15,000).

## **45.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE**

If the Contractor currently is not providing Commercial Collection Services for the City pursuant to an exclusive franchise agreement, the Administrator may impose administrative charges for Contractor's actions during the Transition Period in the amounts set forth in Sections 45.3.1 through 45.3.4, below:

- 45.3.1 Failure to hire the Contractor's District Manager at least sixty (60) days before the Commencement Date. For each calendar day of delay, Two Thousand Dollars (\$2,000) shall be assessed against the Contractor.
- 45.3.2 Failure to provide purchase orders or other documentation to the City by at least sixty (60) days before the Commencement Date, confirming that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and

will be delivered to the Contractor's equipment yard at least thirty (30) days before the Commencement Date. For each calendar day of delay, Two Thousand Dollars (\$2,000) shall be assessed against the Contractor.

- 45.3.3 Failure to deliver the City-approved brochures and informational materials to Customers at least ten (10) days before the Commencement Date. For each calendar day of delay, Two Thousand Dollars (\$2,000) shall be assessed against the Contractor.
- 45.3.4 Failure to have the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, and tagged) at least fifteen (15) days before the Commencement Date. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

If the Contractor currently is providing Commercial Collection Services for the City pursuant to an exclusive franchise agreement, the Administrator may impose administrative charges in the amount set forth in Section 45.3.5, below:

- 45.3.5 Failure to have the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, and tagged) at least ten (10) days before the Commencement Date. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

#### **45.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT**

During the term of the Agreement, the Administrator may assess administrative charges as follows:

- 45.4.1 Failure to clean up spilled liquids or material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after notification by the Administrator or a Customer. Each failure shall result in the imposition of a \$250 assessment per event.
- 45.4.2 Failure to collect any type of Solid Waste or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after notification by the City or Customer. This provision also applies to a failure to collect Solid Waste or Source Separated Recyclable Materials from a Collection Container used by the City. Each failure shall result in the imposition of a \$100 assessment. If the Contractor fails to meet the deadlines contained in this Agreement, each additional Day of delay after the initial violation shall result in the imposition of an additional \$250 assessment.
- 45.4.3 Failure to complete each street on a route (including missing two or more Customers on a street) on the Scheduled Collection Day, within the deadlines set forth herein, shall result in the imposition of a \$500/street/Day assessment.

- 45.4.4 Mixing Source Separated Recyclable Materials, Solid Waste, or any other materials that are required to be collected separately, shall result in the imposition of a \$1,000 assessment per occurrence.
- 45.4.5 Reserved.
- 45.4.6 Reserved.
- 45.4.7 Reserved.
- 45.4.8 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner shall result in the imposition of an assessment of \$100 per incident per Day.
- 45.4.9 Failure to respond to a Legitimate Complaint within the specified time frame shall result in a \$100 assessment per incident per Day.
- 45.4.10 Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) Days of notification shall result in the imposition of a \$250 per Day assessment for each occurrence until such complaint is resolved to the satisfaction of the City.
- 45.4.11 Failure to timely file any report or document required herein shall result in the imposition of a \$100 assessment for each Day that each report or document is late.
- 45.4.12 Failure to dispose of any Residential Waste, Commercial Waste, or Construction and Demolition Debris collected in the Service Area at a Designated Disposal Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Disposal Facility, plus twenty-five percent (25%), for the amount disposed at the non-Designated Facility.
- 45.4.13 Failure to correct chronic problems shall result in the imposition of a \$250 assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each Legitimate Complaint thereafter. If the Contractor has more than five (5) Customers with chronic problems within one Agreement Year, there shall be an additional \$500 assessment.
- 45.4.14 Failure to correct chronic equipment problems shall result in the imposition of a \$250 assessment. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments may be imposed for each problem thereafter.
- 45.4.15 Failure to properly and legibly label a Collection Container within five (5) Days after receiving notice from the Administrator shall result in the imposition of a \$100 assessment for each container not properly labeled.
- 45.4.16 If the Contractor fails to comply with any provision of this Agreement for which administrative charges have not been specified, the City may impose a \$200 assessment per occurrence per Day.

- 45.4.17 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a \$100 assessment per occurrence per Day.
- 45.4.18 Failure to maintain office hours in the manner specified in this Agreement shall result in a \$100 assessment per occurrence per Day.
- 45.4.19 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, as specified in this Agreement shall result in a \$50 assessment per incident per Day.
- 45.4.20 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a \$200 assessment per incident.
- 45.4.21 Collections outside of the hours specified in this Agreement, without prior approval of the Administrator, shall result in a \$100 assessment per incident per calendar day.
- 45.4.22 Failure of Contractor's personnel to treat Customer(s) or their property in a professional manner shall result in a \$50 assessment per incident.
- 45.4.23 Leaving Collection Containers where they block driveways shall result in the imposition of a \$250 assessment per incident per Day.
- 45.4.24 Failure to provide timely notices and educational materials shall result in the imposition of a \$1,000 assessment per event.
- 45.4.25 Damage to roadways, including but not limited to spills of oil and hydraulic fluids, shall result in the imposition of a \$250 assessment per occurrence.
- 45.4.26 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notification by the Customer or Administrator, shall result in the imposition of an assessment of \$250 per incident.
- 45.4.27 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a \$500 assessment per incident.
- 45.4.28 Failure to respond to the Administrator by 5:00 p.m. on the first Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of \$100, which shall be increased by another \$100 for each additional Day of delay.
- 45.4.29 Failure to maintain or provide documents in the manner required herein shall result in the imposition of an assessment of \$100 per document per Day.
- 45.4.30 Failure to comply with the deadlines and requirements in Section 51 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Day per failure.

- 45.4.31 Failure to establish a storage yard, garage, and maintenance facility in Miami-Dade County before the Commencement Date shall result in the imposition of an assessment of \$500 per calendar day.
- 45.4.32 Failure to provide accurate information concerning Gross Receipts in a monthly or annual report shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 45.4.33 Failure to return a Customer's advance payment on time and in full, in the manner required herein, shall result in the imposition of an assessment equal to ten percent (10%) of the advance deposit, or Five Hundred Dollars (\$500), whichever is greater, per occurrence.

## **SECTION 46: PAYMENTS WITHHELD FROM CONTRACTOR**

In addition to the remedies provided elsewhere in this Agreement, the City may withhold part or all of any payment otherwise due the Contractor from the City if the Administrator concludes that the Contractor's actions or inactions have resulted in the following:

- (1) Unsatisfactory work not caused by conditions beyond the Contractor's control;
- (2) Defective work that has not been corrected;
- (3) The Contractor's failure to carry out instructions or orders of the City;
- (4) Failure of the Contractor to make payments to any subcontractor for materials or labor, which results in a claim against the City;
- (5) Unsafe working conditions allowed to persist by the Contractor;
- (6) Failure of the Contractor to provide routes, schedules, data, or reports requested by the City; or
- (7) Failure of the Contractor to pay any deficiency in the Minimum Payment within thirty (30) calendar days after the end of the Agreement Year, as required pursuant to Section 41.1 herein.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for interest on any delayed payment. The Administrator shall not exercise the City's right to withhold payments under this section unless the Administrator concludes that such action is reasonable and necessary in light of the Contractor's problems or failure of performance.

## **SECTION 47: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS**

- 47.1 Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which

compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.

**47.2** The Contractor shall not be entitled to compensation from the Customer or City for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once the work has been completed. In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond within one (1) week of such action and engage another Person to provide necessary services.

**47.3** An event of “force majeure” shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligation) under this Agreement:

- (a) An Act of God, tornado, hurricane, flood, fire, explosion (except those caused by negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and excessively inclement weather;
- (b) Acts of public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities;
- (c) Suspension, termination or interruption of utilities necessary to the Contractor's operation or duties under this Agreement;
- (d) An injunction, or a legal or equitable proceeding brought against the City or Contractor, or a Change in Law; and
- (e) Any act, event, or condition, which is determined by mutual agreement of the City and the Contractor to be of the same general type as the events of force majeure identified in the preceding paragraphs.

Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.

**47.4** To be entitled to the benefit of this Section 47, a party claiming an event of force majeure shall give prompt written notice to the other party, specifying in detail the event of force majeure, and shall diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Section 47, time is of the essence.

## **SECTION 48: BREACH AND TERMINATION OF AGREEMENT**

### **48.1 FAILURE TO FULFILL OBLIGATIONS OF AGREEMENT**

**48.1.1** The Commission may terminate this Agreement for Contractor's failure to fulfill a material obligation of the Agreement, including but not limited to:

48.1.1.1 Refusal to comply with any lawful order of the Manager.

48.1.1.2 Failing to begin work within the time specified in this Agreement.

- 48.1.1.3 Failing to properly and timely perform work as instructed by the Administrator or as provided in this Agreement.
- 48.1.1.4 Willful delay in filing reports and audits or providing information requested by the Administrator.
- 48.1.1.5 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.
- 48.1.1.6 Discontinuing operations without prior authorization from the Administrator.
- 48.1.1.7 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Days, after being notified to do so.
- 48.1.1.8 Failing to obey any Applicable Law.
- 48.1.1.9 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 48.1.1.10 Willfully circumventing Rates, charges or fees due for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area.
- 48.1.1.11 Failing to deliver Residential Waste or Commercial Waste collected in the Service Area to a Designated Disposal Facility.
- 48.1.1.12 Otherwise failing to perform or abide by the terms of this Agreement.

48.1.2 When any of the above reasons exist, the Commission may terminate this Agreement, without prejudice to any other rights or remedies of the City, after giving the Contractor and the Contractor's surety, if any, written notice that the Contractor has seven (7) Days to cure the default. Contractor may be granted an extension of time to cure the default if it is not reasonably possible to comply within seven (7) Days.

48.1.3 If the Contractor fails to cure the default within seven (7) Days and the Agreement is terminated by the Commission, the Contractor shall be entitled to receive compensation for all reasonable and allocable services that were satisfactorily performed by the Contractor up to the date of termination. If the City terminates this Agreement because of the Contractor's default, the Contractor shall be liable for all excess costs that the City is required to expend to complete the work covered by this Agreement.

48.1.4 If the City terminates this Agreement because of a default by the Contractor, the City may take over the work or any portion thereof or hire another Person to take over part or all of the work required under this Agreement.

- 48.1.5 If the City terminates this Agreement because of a default by the Contractor, the Contractor shall be liable to the City for all actual damages incurred by the City as a result of the Contractor's default. The foregoing shall apply without regard to the amount of the Performance Bond. The City may apply the Performance Bond toward any damages incurred.
- 48.1.6 If the Contractor has abandoned performance under this Agreement, then the City may terminate this Agreement three (3) calendar days after providing written notice to the Contractor of its intention to do so. The notice shall state the evidence indicating the Contractor's abandonment. For purposes of this paragraph, abandonment constitutes ceased operations for a period of time that results in failure to perform the terms of this Agreement.
- 48.1.7 Notwithstanding any other provision contained herein, if the Commission decides to terminate this Agreement because of the Contractor's default, the Commission shall have the exclusive authority to designate the time and date when the termination shall take effect. The Contractor shall provide Collection Services in compliance with the requirements of this Agreement until the time and date designated by the Commission for termination.

## **48.2 INSOLVENCY OF CONTRACTOR**

Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act, shall constitute a breach of this Agreement by Contractor. In such cases, the City may terminate this Agreement three (3) Days after giving notice to the Contractor of its intent.

## **48.3 REPEAT VIOLATIONS OF AGREEMENT**

If the Contractor's record of performance shows that the Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants, conditions, or requirements contained in this Agreement, and regardless of whether the Contractor has corrected each individual condition of default or paid administrative charges, the Contractor shall be deemed a "habitual violator" and shall forfeit the right to any further notice or grace period to correct, and all of the prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Under such circumstances, the Commission shall issue the Contractor a final warning, citing the grounds therefore, and any single default by Contractor of whatever nature, subsequent to the issuance of the Commission's notice, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, the City may terminate this Agreement upon giving written notice to the Contractor, and termination shall be effective when the notice is delivered. All fees due to the Contractor under this Agreement shall be payable to the date of termination, and the Contractor shall have no further rights hereunder. Immediately upon receipt of the Commission's final notice, the Contractor shall cease any further performance under this Agreement.

## **SECTION 49: OPERATIONS DURING DISPUTE**

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

## SECTION 50: DISPUTE RESOLUTION PROCESS

50.1 The City and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the parties, the parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

50.2 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding, at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.

50.3 The Contractor and City agree to participate fully in the mediation process and conscientiously attempt to resolve their dispute. Except as provided below, each party shall bear its own expenses in connection with the mediation. Both parties shall pay equally for the services of the mediator. The mediation shall take place in Miami-Dade County, Florida.

50.4 Notwithstanding the foregoing, if either party terminates this Agreement for cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to the mediation.

50.5 The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.

50.6 The City and the Contractor hereby knowingly, voluntarily, and permanently waive any right they may have to a jury trial concerning the performance, interpretation, application or enforcement of this Agreement.

50.7 In any litigation concerning this Agreement, the prevailing party shall recover its costs and reasonable attorney's fees from the non-prevailing party, including the fees and costs incurred in any trial, appeal, and mediation, if any, concerning the issue(s) in dispute.

50.8 When a dispute between the City and the Contractor is pending or threatened, the Contractor shall attempt to resolve the dispute with the Administrator. If this attempt is unsuccessful, either party may initiate a non-binding mediation process, in accordance with the provisions of Section 50.2, above. In addition, at anytime during the dispute resolution process, the Contractor may request the Manager to consider the disputed issue. The Contractor's written request shall be delivered to the Administrator and it shall describe the Contractor's proposed solution for resolving the dispute. The Administrator and the Manager may request, and the Contractor shall timely provide, any additional information that is reasonably necessary to evaluate the disputed issue and the Contractor's proposal. The Manager shall fully and fairly consider the Contractor's proposal in a timely manner. Upon request, the Manager shall meet with the Contractor and discuss its proposal. If the Manager rejects the Contractor's proposal in whole or in part, the Contractor may submit a written request to the Manager for an opportunity to present its

proposed solution to the Commission. Thereafter, the Contractor shall be allowed to present its proposal to the Commission at a duly noticed public meeting. The Commission may accept or reject the Contractor's proposal, or take other action that the Commission deems appropriate, in the Commission's sole discretion.

## **SECTION 51: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT**

### **51.1 CONTINUATION OF CONTRACTOR'S SERVICE**

If the City does not exercise its right to renew this Agreement or if there are no renewal options remaining, the City will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection Services to the City for an additional ninety (90) calendar days after the expiration of this Agreement, at the then established Rates, if the City requests this service.

### **51.2 SALE OR LEASE OF CONTRACTOR'S COLLECTION CONTAINERS**

Upon request, Contractor shall enter into good faith negotiations to allow the City or the City's newly selected franchise hauler to purchase, or rent for up to ninety (90) days, the Collection Containers used by the Contractor in the Service Area. The purchase price and rental fee shall be negotiated, but shall not be greater than the Fair Market Value.

### **51.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE**

Prior to the termination of this Agreement, Contractor shall work with the City to ensure that there is no interruption or reduction of service when the Contractor ends its services to the City. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Administrator and the selected franchise hauler a Collection Container inventory, in a format acceptable to the City, that includes each container's location (street address), capacity, identification number, Collection frequency, Customer name, Customer contact information, and whether the container is owned by the Customer or the Contractor. Thereafter, the Contractor shall not replace or exchange any Contractor-owned containers listed in the Collection Container inventory, without the Administrator's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the City. At or before the coordination meeting, the Contractor shall provide the City with a list of Contractor-owned containers that may be purchased by the City or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.
30 calendar days	The Contractor shall begin to implement the schedule in cooperation with the

prior to expiration of Agreement	selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.
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#### **51.4 CITY'S RIGHT TO PROCURE NEW SERVICES**

At any time, the Commission may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the Commission to obtain the services of a Person who will collect Solid Waste for the City after this Agreement expires or is terminated.

### **SECTION 52: INDEMNIFICATION AND HOLD HARMLESS**

The Contractor hereby covenants and agrees to defend fully, protect, indemnify and hold harmless the City from and against each and every claim, demand or cause of action and any and all liability, cost, expense (including but not limited to reasonable attorneys' fees, costs, expenses, and liabilities incurred in defense of the City, even if incident to appellate, post-judgment or bankruptcy proceedings), damage or loss arising out of, or alleged to have arisen out of, or in any way incidental to or in connection with the Contractor's negligent acts, omissions, defaults, or misconduct under this Agreement. The Contractor's obligation to defend and hold harmless includes but is not limited to claims by third parties based on or arising out of the City's decision to enter into this Agreement with the Contractor. At the election of the City, the Contractor shall contest and defend the City against any such claims. Such obligation to hold harmless and indemnify shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all reasonable and related costs, expenses, and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the adjustment and investigation thereof and the defense of any action or proceeding by defense counsel satisfactory to the City Attorney and any order, judgment, imposition or decree which may be entered in any action or proceeding as a result thereof. This indemnification shall also include, without limitation, any claim or liability arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to property, due to a release, alleged release, or improper handling by Contractor of Solid Waste, Hazardous Waste, Biomedical Waste, Biological Waste, infectious waste or Sludge, regardless of the merits of the claim. Only those matters which are determined by a final, nonappealable judgment to be the result of the negligence of the City shall be excluded from the Contractor's duty to indemnify the City. For the purpose of this Section 52, the "City" shall be deemed to include the City Commissioners and the City's officers, agents, employees and affiliates, and the "Contractor" shall be deemed to include the Contractor's subcontractors, sub-subcontractors of any tier, and their respective officers, agents, employees, and affiliates. For purposes of this indemnification, "claims" shall mean and include all obligations, actual damages, and out-of-pocket costs reasonably incurred in the defense of any claim against the City, including but not limited to reasonable fees for accountants, attorneys, attorney assistants and expert witnesses, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. The City shall have the right to defend any such claim against it in such manner as the City deems appropriate or desirable in its sole discretion without relieving Contractor of any obligation hereunder. Contractor acknowledges that twenty five dollars (\$25) paid by the City from the moneys payable to Contractor is separate and distinct consideration for the giving of this indemnity and hold harmless, and the Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor, and that the City's entering into this Agreement, in addition to the foregoing, shall constitute good and sufficient consideration. Nothing in this Agreement shall be construed in any way to affect the City's rights, privileges, and immunities as set forth in Florida Statutes Section 768.28, as amended from time to time. This indemnity and hold harmless obligation

requirement does not limit any additional compensation available from insurance, bonding, or equitable and legal remedies available under this Agreement. This indemnity and hold harmless obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## **SECTION 53: CONTRACTOR'S INSURANCE**

Contractor shall maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement is terminated, the following insurance coverages, with the limits and endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

### **53.1 COMMERCIAL GENERAL LIABILITY**

Contractor shall maintain Commercial General Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 General Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and (8) Explosion, Collapse, and Underground Coverage (X/C/U).

### **53.2 BUSINESS AUTOMOBILE LIABILITY**

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$5,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

### **53.3 POLLUTION LIABILITY**

Contractor shall maintain Pollution Liability at a minimum limit not less than \$2,000,000 Each Occurrence / \$4,000,000 Aggregate.

### **53.4 EXCESS LIABILITY**

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

### **53.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY**

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employer Liability

Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

### **53.6 ADDITIONAL INSURED ENDORSEMENTS**

Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "City of Coral Gables" for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the City. A copy of any endorsement issued to extend coverage to the City of Coral Gables must be provided when evidencing insurance to the City.

### **53.7 WAIVER OF SUBROGATION**

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the City of Coral Gables must be provided when evidencing insurance to the City.

### **53.8 CERTIFICATE(S) OF INSURANCE**

At least ten (10) Days prior to the Commencement Date, Contractor shall provide City a Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) calendar day duty to notify due to cancellation, material change in coverage, or non-renewal of coverage. The Certificate Holders should read:

Original to:

City of Coral Gables  
City Attorney  
City Attorney's Office  
405 Biltmore Way  
Coral Gables, FL 33134

Copy to: City of Coral Gables  
Insurance Compliance  
PO Box 12010 -CE  
Hemet, CA 92546-8010  
[cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

Copy to: City of Coral Gables  
Risk Management  
2801 Salzedo Street  
Second Floor  
Coral Gables, FL 33134

### **53.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE**

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds \$25,000 for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

### **53.10 RIGHT TO REVISE OR REJECT**

The City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage, deductibles, self-insured retentions or endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable laws.

### **53.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES**

Insurance companies selected by the Contractor are subject to the approval of the City. All of the insurance provided pursuant to this Agreement must be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a Financial Stability Rating of A- to A++ based on the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be VI or greater.

### **53.12 OTHER INSURANCE REQUIREMENTS**

At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the Risk Management Division of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the Risk Management Division.

The City may require the Contractor to increase or decrease its policy limits or to change a policy to reflect changing liability limits. Within sixty (60) days after receipt of a notice to increase its policy limits, the Contractor shall provide the City with proof that it has obtained increased coverage.

The Contractor shall immediately advise the City of actual or potential litigation that will reduce the coverage provided to the City.

An insurer shall have no right of recovery against the City. The required insurance policies shall protect the Contractor and the City, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the City for payment of premiums or assessments in any form for such insurance.

## **SECTION 54: PERFORMANCE BOND**

The Contractor shall furnish to the City an irrevocable Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Two Million Dollars (\$2,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 8, and shall be subject to the approval of the City. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any applicable provisions required by Section 255.05, Florida Statutes; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the City. The Contractor shall furnish the Performance Bond to the City at least ten (10) calendar days before the Commencement Date.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any additional or other remedies available to the City against the Contractor for breach, default or damages.

The City reserves the right to require the Contractor to increase the amount of the Performance Bond in the event of a change in a Designated Disposal Facility, other changed circumstances, or upon the renewal of this Agreement. If the City exercises this right, the Contractor shall pay the cost of the increased Performance Bond, without any increase in the Rates.

## **SECTION 55: PARENT CORPORATION GUARANTEE**

The Contractor shall provide a corporate guaranty from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty in Exhibit 7 and shall be subject to the City's approval.

## **SECTION 56: ASSIGNMENT OF AGREEMENT**

- 56.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Commission. The Commission shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Commission shall be null and void and shall be grounds for the City to declare a default of this Agreement. In such cases, the Commission may terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of the City under this Agreement to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the City shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of this Agreement.
- 56.2** In the event that the Commission's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 56.3** If any assignment is approved by the Commission, the assignee shall fully assume all of the liabilities of the Contractor.
- 56.4** The requirements of this Section 56 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.
- 56.5** Notwithstanding the other provisions of this Section 56, the City consents and authorizes Contractor to use a subcontractor for the Collection of Bulk Waste and Oversized Waste with "clam shell" trucks and specialized equipment. However, this consent shall not relieve Contractor from any of its obligation in this Agreement. Further, Contractor shall remain liable to the City for the actions and performance of the subcontractor selected by Contractor to collect Bulk Waste and Oversized Waste.

## **SECTION 57: TRANSFER OF AGREEMENT**

The transfer of this Agreement, by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Contractor, shall be effective only after approval by the Commission. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the City's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same information that was necessary for the granting of this franchise. The proposed transferee shall verify in writing that (a) it will comply with all of the requirements in this Agreement and (b) it has the financial resources, expertise, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of One

Hundred Thousand Dollars (\$100,000.00). The Commission may grant or deny the application for transfer, or may grant the application subject to conditions.

## **SECTION 58: SUBSEQUENT CITY ORDINANCES**

Nothing contained in any City ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the City and this Agreement is amended accordingly.

## **SECTION 59: AMENDMENTS TO THE AGREEMENT**

### **59.1 GENERAL REQUIREMENTS**

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

### **59.2 CITY POWER TO AMEND AGREEMENT**

The Commission shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the Commission deems it necessary and desirable for the public welfare. The Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The City and Contractor agree to enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor.

### **59.3 AMENDMENTS DUE TO CHANGES IN LAW**

The City and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law.

## **SECTION 60: WAIVER OF RIGHTS**

No delay or failure to exercise a right under this Agreement 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 deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same. Nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

## **SECTION 61: WAIVER OF FLOW CONTROL CLAIMS**

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Disposal Facility for the disposal or processing of Solid Waste collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste “flow control”, regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

## **SECTION 62: GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal actions necessary to enforce this Agreement shall be held and maintained solely in Miami-Dade County, Florida.

## **SECTION 63: COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors.

## **SECTION 64: PERMITS AND LICENSES**

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

## **SECTION 65: EQUAL OPPORTUNITY EMPLOYMENT**

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the City with a copy of its Affirmative Action Policy, upon request.

## **SECTION 66: AGREEMENT DOCUMENTS**

This Agreement and the following documents comprise the entire Agreement between the City and Contractor. The following documents are attached to this Agreement and they are incorporated in this Agreement by this reference:

Exhibit 1 through Exhibit 12

After the Effective Date, the Agreement shall be supplemented with the following:

Performance Bond and Insurance Certificates

Any amendments to this Agreement that are approved by the Commission and Contractor

There are no Agreement documents other than those listed above. In the event of conflict between the Agreement and the provisions of any exhibit, the provisions of this Agreement shall control.

## **SECTION 67: ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement shall supersede all prior agreements between the parties regarding the matters addressed herein. Among other things, this Agreement shall supersede the parties' Solid Waste and Recycling Services Collection Franchise Contract (dated September 20, 2000), which was executed by the City pursuant to Resolution No. 29954 and subsequently amended and extended. The parties agree that the Solid Waste and Recycling Services Collection Franchise Contract shall be deemed to be terminated on the Commencement Date and it shall have no force or effect thereafter. On and after the Commencement Date, this Agreement shall govern the parties' conduct.

## **SECTION 68: HEADINGS**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

## **SECTION 69: CONSTRUCTION OF AGREEMENT**

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

## **SECTION 70: SURVIVABILITY**

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

## **SECTION 71: SEVERABILITY**

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the

City, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

## **SECTION 72: FAIR DEALING**

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commission member, City officer, or City employee, directly or indirectly owns more than 1% of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than 1% from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

## **SECTION 73: SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

## **SECTION 74: REMEDIES NOT EXCLUSIVE**

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **SECTION 75: NOTICES TO PARTIES**

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by telecopy. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as

shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134  
Telephone: 305/460-5201  
Facsimile: 305/460-5350

Copy to:

City Attorney  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134  
Telephone: 305/460-5218  
Facsimile: 305/460-5264

As to Contractor:

Regional Manager  
Waste Management Inc. of Florida  
2125 NW 10<sup>th</sup> Court  
Miami, Florida 33127  
Telephone: (305) 547-6024  
Facsimile: (305) 545-4848

Copy to:

General Counsel  
Waste Management Inc. of Florida  
2700 NW 48<sup>th</sup> Street  
Pompano Beach, Florida 33073  
Telephone: (954) 984-2021  
Facsimile: (954) 984-2057

Both parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other party of such change.

## **SECTION 76: CONFLICTING RESOLUTIONS**

All prior City resolutions or parts of resolutions in conflict with the provisions of this Agreement are hereby repealed to the extent of such conflict. In the event of a conflict between the terms and requirements of this Agreement and any City resolution, the terms and requirements herein shall prevail when construing this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

CITY OF CORAL GABLES, through its City Manager

Attest:

\_\_\_\_\_  
Walter Foeman, City Clerk

By: \_\_\_\_\_  
Patrick G. Salerno, City Manager

\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Michael Sparber, Risk Management Administrator

\_\_\_\_\_  
Daniel Keys, Public Service Director

Approved as to Procurement by  
Chief Procurement Officer

\_\_\_\_\_  
Michael Pounds, Chief Procurement Officer

Approved as to form and legal sufficiency by  
Office of the City Attorney

By: \_\_\_\_\_  
Elizabeth M. Hernandez, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2010

(CITY SEAL)

CONTRACTOR

WITNESSES:

Christa Johnson

Signature

Christa Johnson

Printed Name and Title

9<sup>th</sup> day of DECEMBER, 2010

Rosalina Vega

Signature

Rosalina Vega

Printed Name and Title

9<sup>th</sup> day of December, 2010

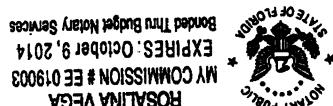
ATTEST:

Asst. Secretary

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Timothy B. Hawkins as Vice President, of Waste Management, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of Waste Management for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and City aforesaid on this 9<sup>th</sup> day of December, 2010.

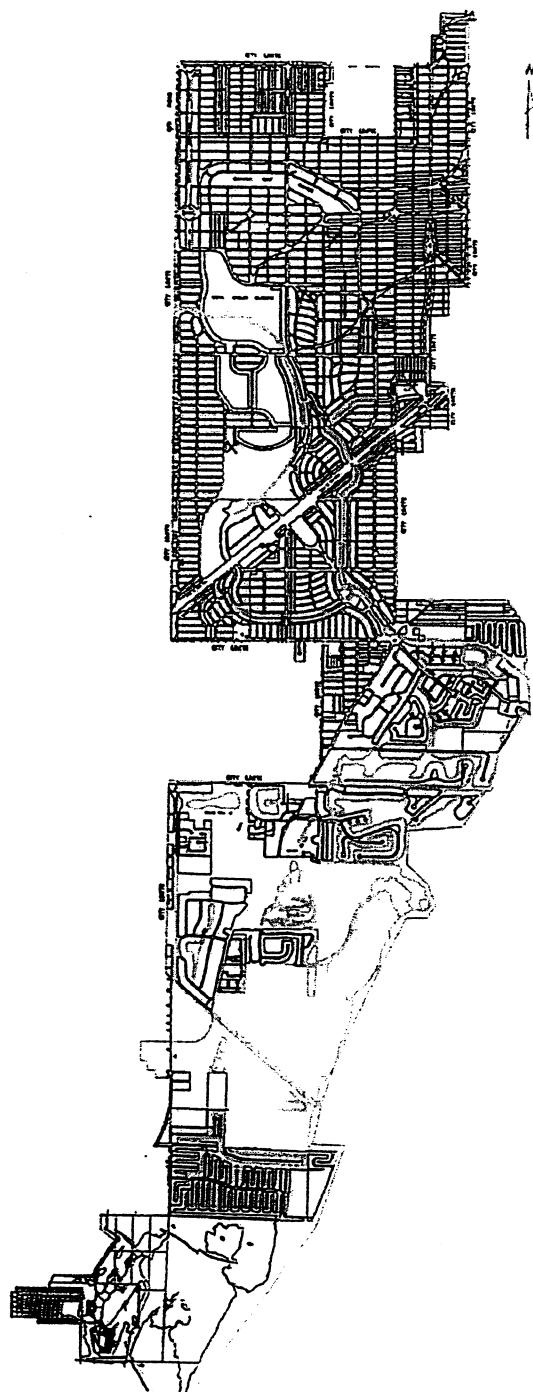


My Commission Expires:



**EXHIBIT 1**

**General Map of Service Area**



## EXHIBIT 2

### Legal Description of Service Area

(as set forth in Ordinance No. 2004-19)

#### CITY OF CORAL GABLES, FLORIDA

#### ORDINANCE NO. 2004-19

AN ORDINANCE AMENDING SEC. 5 OF CITY CHARTER ENTITLED "BOUNDARIES - METES AND BOUNDS" TO INCLUDE SURVEY/LEGAL DESCRIPTION OF RECENTLY ANNEXED AREAS, COMMONLY REFERRED TO AS "CORAL WATERWAY", "KINGS BAY", AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, the Charter of the City of Coral Gables was adopted through various Special Acts of the Florida Legislature, including Chapter 13972, Special Acts, 1929 and Chapter 21160, Special Acts 1941, as well as subsequent Charter amendments and revisions; and

WHEREAS, on December 19, 1995, the City Commission appointed a Charter Review Committee to review the status of the City Charter and advise the City Commission on the status of prior Charter provisions and to make recommendations as to whether and how the City should adopt or readopt provisions of the City Charter, adopt or readopt provisions as ordinances, repeal or delete provisions as inconsistent with or preempted by state law, or recognize the repeal or obsolescence of a Charter provision by official action; and

WHEREAS, in 1973, the Florida Legislature enacted the Municipal Home Rule Powers Act, Public Law 73-129, Laws of Florida, codified at Section 166.01, Florida Statutes et seq., the purpose of which was to allow municipalities to exercise the broadest possible powers not inconsistent with the Florida Constitution and general laws; and

WHEREAS, consistent with such purpose the Municipal Home Rule Powers Act, in Section 166.021 (4), preserved existing Charter provisions or special laws addressing certain limited municipal powers, and expressly nullified and repealed municipal Charter provisions enacted prior to July 1, 1973, which imposed "any other limitation" on municipalities' powers. Further, Section 166.021 (5) Florida Statutes, provided that all existing special acts pertaining exclusively to the power or jurisdiction of a particular municipality except as otherwise provided in Section 166.021 (4), Florida Statutes, shall become an ordinance of the municipality subject to modification or repeal as other ordinances; and

WHEREAS, since the adoption of the Municipal Home Rule Powers Act in 1973, the City of Coral Gables has taken numerous official acts and it is the intent of this Commission to ratify and confirm and readopt all such prior acts so as not to call into question any resolution, ordinance, designation, decision, contract, or other action taken by this or any previously assembled City Commission;

WHEREAS, The area commonly known as Coral Waterway and Kings Bay, forms part of the annexed boundaries of the City of Coral Gables, as more particularly described as follows:

**Section 1.** The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

**Section 2.** That Section 5 of the City Charter is hereby amended to include the metes and bounds descriptions of the newly annexed areas commonly known as "Coral Waterway", and "Kings Bay", as in hereinafter set forth.

**Section 3. Boundaries—Metes and Bounds.**

The boundaries of the City of Coral Gables hereby established and organized shall be as follows:

Beginning at the Northwest corner of Section 7, Township 54 South, Range 41 East; the same being the center lines intersection of Tamiami Trail (SW 8<sup>th</sup> Street) with Red Road (SW 57<sup>th</sup> Avenue);

Thence South along the Range Line between Ranges 40 and 41 East, this line also being the center line of Red Road (SW 57<sup>th</sup> Avenue), to the Southwest corner of Section 30, Township 54 South, Range 41 East;

Thence East along the South line of said Section 30, this line also being the center line of Sunset Road (SW 72<sup>nd</sup> Street), to the Southwest corner of the East One Half (E½), of the Southeast Quarter (SE¼), of the Southwest Quarter (SW¼), of said Section 30;

Thence North along the West line of the East Half (E ½), of the Southeast Quarter (SE ¼), of the Southwest Quarter (SW ¼), of said Section 30, for a distance of 250 feet to a point;

Thence East along a line 250 feet North of, and parallel, to the South line of said Section 30, this line also being the south right-of-way line of Avenue San Ignacio, as shown on the Plat of Coral Gables Riviera Section, Part 14, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida, to a point on the East line of the Southwest Quarter (SW ¼), of said Section 30;

Thence South along the above mentioned East line of the Southwest Quarter (SW ¼), this line also being the center line of Trionfo Street, as shown on said Plat of Coral Gables Riviera Section, Part 14, for a distance of 250 feet to the Southeast corner of the Southwest Quarter (SW ¼), of said Section 30;

Thence East along the South line of said Section 30 and the North line of Section 31, Township 54 South, Range 41 East, also being the center line of said Sunset Road, to the Northwest corner of the East Half (E½), of the Northwest Quarter (NW¼), of the Northeast Quarter (NE¼), of the Northeast Quarter (NE¼), of said Section 31;

Thence South along the West line of the aforementioned East Half (E½), of the Northwest Quarter (NW¼), of the Northeast Quarter (NE¼), of the Northeast Quarter (NE¼), of said Section 31, to the Southwest corner thereof;

Thence East along the South line of said East Half (E $\frac{1}{2}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 31, to the Southeast corner thereof;

Thence North along the East line of said East Half (E $\frac{1}{2}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 31, to the Northeast corner thereof, the last three described courses as shown on the plat of Sunset Acre Estates, as recorded in Plat Book 87, at Page 81, of the Public Records of Dade County, Florida;

Thence East along the North line of said Section 31, this line also being the center line of said Sunset Road (SW 72<sup>nd</sup> ST), to the Northeast corner thereof, also being the Northwest corner of Section 32, Township 54 South, Range 41 East;

Thence East along the North line of said Section 32, also being the centerline of said Sunset Road, to the Northeast corner of the West One Half (W $\frac{1}{2}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of said Section 32;

Thence South along the East line of the West One Half (W $\frac{1}{2}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of said Section 32, to the Southeast corner of Lot "E" of the Mary W. Dorn Homestead, as shown upon the plat thereof recorded in Plat Book 48, at Page 37, of the Public Records of Dade County, Florida;

Thence West along the South line of Lots "E," "D," "C" and "B" of Mary W. Dorn Homestead as aforesaid, and along the North boundary of the land sold by Harley Stuart to Samuel E. Larkin as shown by deed in Deed Book 42, at Page 167, of the Public Records of Dade County, Florida, to a point 210 feet East of the West line of the aforesaid Section 32;

Thence North along a line parallel with and 210 feet East of the West line of said Section 32, to a point 210 feet South of the North line of said Section 32;

Thence West along a line parallel with and 210 feet South of the North line of said Section 32, to the West line of said Section 32;

Thence South along the East line of Section 31, Township 54 South, Range 41 East, and along the West line of Section 32, Township 54 South, Range 41 East, this line also being the center line of Erwin Road, to its intersection with the Easterly line of Lot 1 of the subdivision of Coco Plum Estates, as shown upon the plat thereof recorded in Plat Book 49, at page 93, of the Public Records of Dade County, Florida, and a point on the Westerly right-of-way line of Old Cutler Road;

Thence in a Southwesterly direction along the Easterly line of Lot 1 of Coco Plum Estates, as aforesaid, and along a line 85 feet from, measured at right angles to the Westerly line of lots 3, 2, and 1, Block A, of the Plat of Gables Estates Number 2, as recorded in Plat Book 60, at page 37, of the Public Records of Dade County, Florida, to the intersection thereof with the North line of

Section 6, Township 55 South, Range 41 East, this line also being the center line of N. Kendall Drive (SW 88<sup>th</sup> ST), and this point being 35 feet Westerly of and parallel, to the center line of Old Cutler Road (Ingraham Highway);

Thence Westerly along the North line of said Section 6, to the point of intersection with the East right-of-way line of Red Road (S.W. 57th Ave.), this line also being 50 feet East of and parallel, to the West line of Section 6, Township 55 South, Range 41 East;

Thence South along the East right-of-way line of Red Road (S.W. 57th Ave.), to its point of intersection with the South line of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of Section 7, Township 55 South, Range 41 East;

Thence East along said South line, to its point of intersection with the center line of the Snapper Creek Canal (Canal C-2), as the same is shown on the plat of Snapper Creek Lakes Subdivision, as recorded in Plat Book 57, at Page 86, of the Public Records of Dade County, Florida;

Thence Southeasterly along said center line, to its point of intersection with the Westerly right-of-way line of the aforementioned Old Cutler Road, this line lying 35 feet Westerly of and parallel, to the center line of said Old Cutler Road, as the same is shown on the aforesaid plat of Snapper Creek Lakes Subdivision;

Thence Southerly and Westerly along the line 35 feet Westerly and Northerly of and parallel, to the center line of Old Cutler Road (Ingraham Highway), as described in DB2091, Page 36, to its intersection with the North line of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 7, Township 55 South, Range 41 East;

Thence Westerly along said North line of said Southwest Quarter (SW $\frac{1}{4}$ ), of Southwest Quarter (SW $\frac{1}{4}$ ), to its intersection with the range line between Section 7, Township 55 South, Range 41 East, and Section 12, Township 55 South, Range 40 East, this point being the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 7;

Thence North along the East line of the aforementioned Section 12, Township 55 South, Range 40 East, also being the center line of Red Road (SW 57<sup>th</sup> Ave), to its intersection with the Easterly extension of the North line of Block 1, of the plat of Pine Bay Estates Section No. 1, as recorded in Plat Book 82, at Page 24, of the Public Records of Dade County, Florida;

Thence Westerly along said North line of said Block 1 and its Easterly and Westerly extensions, to its intersection with the center line of SW 60th Ave., said line being the West line of Tracts 8, 9 and 10, as shown upon the plat of Avocado Land Cox's, as recorded in Plat Book 2, at Page 44, of the Public Records of Dade County, Florida;

Thence Southerly along said center line of SW 60th Ave., to its intersection with the Westerly extension of the South line of Block 4, of the aforementioned Plat of Pine Bay Estates Section No. 1;

Thence Easterly along the South line of Lots 1 and 2, of said Block 4, and its Westerly extension, to the Northwest corner of Lot 3, in Block 4, of Pine Bay Estates Section No. 2, as recorded in Plat Book 87, at Page 83, of the Public Records of Dade County, Florida, this point being on the Southwesterly right-of-way line of SW 59th Avenue Road;

Thence South along the West line of said Lot 3, in said Block 4, to its Southwest corner thereof;

Thence East along the South line of said Lot 3, to the Northwest corner of Lot 4, in said Block 4, of said Pine Bay Estates Section No. 2, this point being on the Westerly right-of-way line of said SW 59th Avenue Road;

Thence Southerly along the West line of said Lot 4, Block 4, and its Southerly extension, to its intersection with the South line of the aforementioned Section 12, Township 55 South, Range 40 East, this line also being the center line of SW 120th Street (Montgomery Drive);

Thence Easterly along said South line of said Section 12, Township 55 South, Range 40 East, to a point 35 feet West of its Southeast corner thereof;

Thence South along a line 35 feet West of the Range line between Section 18, Township 55 South, Range 41 East, and Section 13, Township 55 South, Range 40 East, this line being the West right-of-way line of Red Road (SW 57<sup>th</sup> Ave.), to a point of curve as shown on the plat of Town and Ranch Estates, as recorded in Plat Book 50, at page 46, of the Public Records of Dade County, Florida, lying on the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 13;

Thence continue Southwesterly along the aforementioned curve on the Westerly right-of-way line of Old Cutler Road, as shown on said Plat of Town and Ranch Estates, to its intersection thereof with the South line of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 13;

Thence East along the South line of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 13, the same being the center line of Lugo Avenue, to the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 13;

Thence South along the East line of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 13, to the Northeast corner of Section 24, Township 55 South, Range 40 East;

Thence West along the North line of said Section 24 for a distance of 2336.54 feet, more or less, to a point, the same being the Northeast corner of the U.S. Department of Agriculture property, as described in Deed Book 3221, at Page 377, of the Public Records of Dade County, Florida;

Thence Southerly along the Easterly boundary line of said U.S. Department of Agriculture property, for a distance of 579.95 feet, more or less, to a point;

Thence Southeasterly along the Northeasterly boundary line of said U.S. Department of Agriculture property, for a distance of 551.89 feet, more or less, to a point;

Thence Southwesterly along the Southeasterly boundary line of said U.S. Department of Agriculture property, for a distance of 1754.40 feet, more or less, to a point;

Thence Westerly along the Southerly boundary line of said U. S. Department of Agriculture property, for a distance of 1454.27 feet, more or less, to a point;

Thence Southwesterly along the Southeasterly boundary line of said U. S. Department of Agriculture property, for a distance of 221.70 feet, more or less, this point being the Northwest corner of Tract D-6, as shown on the plat of Deering Bay, as recorded in Plat Book 139, at Page 60, of the Public Records of Dade County, Florida;

Thence Southwesterly along the Southeasterly boundary line of said U.S. Department of Agriculture property, this line also being the most Westerly line of said Tract D-6 to its Southwest corner thereof, this point being on the North right-of-way line of Mitchell Drive (S. W. 144th St.);

Thence South along a line drawn at right angle to the North line of the Southwest Quarter (SW 1/4), of the aforementioned Section 24, Township 55 South, Range 40 East, for a distance of 15 feet, to its intersection thereof;

Thence West along the North line of said Southwest Quarter (SW 1/4), of said Section 24, this line also being the center line of said Mitchell Drive (SW 144<sup>th</sup> St.), as shown on the plat of King's Bay Subdivision, as recorded in Plat Book 57, at Page 45, of the Public Records of Miami-Dade County, Florida, to the Northwest corner thereof;

Thence South along the West line of said Southwest Quarter (SW 1/4), of said Section 24, this line also being the center line of Ludlam Rd. (SW 67<sup>th</sup> Ave.), to the Northwest corner of the South 200 feet, of the West 1035 feet, of the North Half (N 1/2), of said Southwest Quarter (SW 1/4);

Thence East along the North line of the above mentioned South 200 feet, of the West 1035 feet, of the North Half (N 1/2), of said Southwest Quarter (SW 1/4), this line also being the South line of Lot 1, and Lots 55 thru 61 inclusive, and its prolongation West, of said King's Bay Subdivision, to the Northeast corner thereof;

Thence South along the East line of said South 200 feet, of the West 1035 feet, of the North Half (N 1/2), of said Southwest Quarter (SW 1/4), this line also being the West line of Lot 62 and its prolongation North, of said King's Bay Subdivision, to the Southeast corner thereof;

Thence East along the South line of the North Half (N 1/2), of the Southwest Quarter (SW 1/4), of said Section 24, this line also being the South line of Lots 62 thru 75 inclusive, of said King's Bay Subdivision, to the Southeast corner thereof;

Thence South along the East line of said Southwest Quarter (SW 1/4), of said Section 24, to the southeast corner thereof;

Thence East along said South line, of said Section 24, to the Southeast corner of said Section 24;

Thence South along the South prolongation of the East line of said Section 24, to the intersection thereof with a line drawn at right angles to a straight line connecting the center of the North end of the Intracoastal Waterway channel through Featherbed Bank in Biscayne Bay, with the center of draw bridge of the Rickenbacker Causeway across Biscayne Bay, and through the Northerly end of Chicken Key;

Thence in a Southeasterly direction along the last described course, to the intersection thereof with a straight line connecting the center of the North end of the Intracoastal Waterway channel through Featherbed Bank in Biscayne Bay with the center of the draw bridge of the Rickenbacker Causeway across Biscayne Bay;

Thence in a Northerly direction along the aforesaid straight line connecting the center of the North end of the Intracoastal Waterway Channel through Featherbed Bank in Biscayne Bay with the center of the draw bridge of the Rickenbacker Causeway across Biscayne Bay, to the intersection thereof with the prolongation East of the North line of the South One Half (S $\frac{1}{2}$ ), of the South One Half (S $\frac{1}{2}$ ), of Section 28, Township 54 South, Range 41 East;

Thence West along the prolongation East of the North line of the South One Half (S $\frac{1}{2}$ ), of the South One Half (S $\frac{1}{2}$ ), of said Section 28, and along the North line of the South One Half (S $\frac{1}{2}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 29, Township 54 South, Range 41 East, to the West line of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 29, this line also being the center line of Le Jeune Road;

Thence North along said West line of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 29, and continuing North along the West line of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 29, and along the West line of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 20, Township 54 South, Range 41 East, this lines being the said center line of Le Jeune Road (SW 42<sup>nd</sup> Ave.), to a point four hundred thirty feet and eighty-nine hundredths (430.89) North of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 20;

Thence East parallel to, and four hundred thirty feet and eighty-nine hundredths (430.89) North of, the South line of the said Northwest Quarter (NW $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 20, to a point one thousand and ten feet and sixty-seven hundredths (1010.67) East of the West line of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 20;

Thence North parallel with the said West line of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 20, to the East-West center line of Section 20, this line being the center line of Grand Avenue;

Thence East along the East-West center line of said Section 20, and the said center line of Grand Avenue, to the center line of Brooker Street as shown upon the Plat of McFarlane Homestead and St. Albans Park, as recorded in the Public Records of Dade County, Florida, in Plat Book 5, at Page 81;

Thence north along the center line of said Brooker Street, to the center line of Read Street (now known as Oak Avenue), as shown upon the said Plat of McFarlane Homestead and St. Albans Park;

Thence East along the center line of said Read Street, (now known as Oak Avenue), to the West line of the East Quarter (E $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 20;

Thence North along said West line of the East Quarter (E $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 20, the same being the East right-of-way line of Brooker Street, and the center line of SW 38<sup>th</sup> Avenue, to the Northeast corner of the South One Half (S $\frac{1}{2}$ ), of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of Section 20;

Thence West along the North line of said South One Half (S $\frac{1}{2}$ ), of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), the same being the center line of Orange Street, to the East line of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 20;

Thence North along the last mentioned East line, and continuing North along the East line of the Southwest Quarter (SW $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 17, Township 54 South, Range 41 East, the same being the center line of SW 39<sup>th</sup> Avenue, to the South line of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 17;

Thence East along the last mentioned South line, to the East line of the West One Half (W $\frac{1}{2}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 17;

Thence North along the last mentioned East line, also being the West right-of-way line of SW 38<sup>th</sup> avenue, to the North line of the Southeast Quarter (SE $\frac{1}{4}$ ), of said Section 17;

Thence East along the last mentioned North line, to the East line of said Section 17, this line also being the center line of Douglas Road (SW 37<sup>th</sup> Ave.);

Thence North along the last mentioned East line, and continuing North along the East line of Sections 8 and 5, of Township 54 South, Range 41 East, also being the center line of said Douglas Road (SW 37<sup>th</sup> Ave.), to the center line of Palma Court, as shown by the Plat of Flagler Street Section of Coral Gables, as recorded in Plat Book 10, at Page 12, of the Public Records of Dade County, Florida;

Thence East and North along the center line of said Palma Court, to a point one hundred sixty-five (165) feet South of the North line of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 4, Township 54 South, Range 41 East;

Thence East from said point, one hundred feet and twenty-two hundredths (100.22), along the South line of Block 8 of Kirkland Heights, according to the plat thereof, as recorded in Plat Book 3, at Page 214, of the Public Records of Dade County, Florida, and its prolongation to the West;

Thence Northerly one hundred and sixty-five (165) feet along the East line of Lot 5, of said Block 8 of said Kirkland Heights, to the North line of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 4, Township 54 South, Range 41 East;

Thence West along the North line of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section 4, this line also being the center line of West Flagler Street, to the intersection thereof with the prolongation North of the West boundary line of the East ninety-three feet and six tenths (93.6) of Lots 1, 2 and 3, Block 1, of said Kirkland Heights;

Thence South along said prolongation North, and the West boundary of the East ninety-three feet and six tenths (93.6) of Lots 1, 2 and 3, Block 1, of Kirkland Heights, as aforesaid, to the North line of Block 1, of the above mentioned Flagler Street Section of Coral Gables;

Thence West along the North line of Block 1 of said Flagler Street Section of Coral Gables and its prolongation West, to a point on the West line of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 4, Township 54 South, Range 41 East, this line also being the center line of the aforementioned Douglas Road (SW 37<sup>th</sup> Ave.);

Thence South along the West line of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 4, to the intersection thereof with the prolongation East of the North line of Block 3, of said Flagler Street Section of Coral Gables;

Thence West along said prolongation East, and along the North line of said Block 3, to the West line of said Block 3;

Thence South along the West lines of Blocks 3 and 4, of said Flagler Street Section, to the North line of Block 12;

Thence West along the North line of said Block 12, to the West line of said Block 12;

Thence South along the West lines of Blocks 12 and 13, and the prolongation South thereof, all as shown on the Plat of Flagler Street Section of Coral Gables as aforesaid, to the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$ ), of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 5, Township 54 South, Range 41 East, Dade County, Florida, and the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of Section 8, Township 54 South, Range 41 East;

Thence West along the North line of Section 8, Township 54 South, Range 41 East, this line also being the center line of Tamiami Trail (SW 8<sup>th</sup> ST.), to the Northwest corner of the East One Half (E $\frac{1}{2}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 8;

Thence South along the West line of Blocks 1, 10, 18, 27 and 34, and its prolongation North and South thereof, of the Revised Plat of Coral Gables Douglas Section, as shown upon the plat recorded in Plat Book 25, at Page 69, of the Public Records of Dade County, Florida, to the intersection thereof with the North line of Block 1 and/or the prolongation East thereof, of Coral

Gables Section "K," as shown upon the plat recorded in Plat Book 8, at Page 33, of the Public Records of Dade County, Florida;

Thence West along the North line of Block 1, of the aforesaid plat of Coral Gables Section "K", and its prolongation West, to a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section 8, Township 54 South, Range 41 East, this line also being the center line of Le Jeune Road (SW 42<sup>nd</sup> Ave);

Thence North along the East line of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 8, and the center line of said Le Jeune Road, to the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 8;

Thence West along the North line of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 8, this line being the center line of Avenue Mendoza, to the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ), of said Section 8, and the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ), of Section 7, Township 54 South, Range 41 East;

Thence North along the East line of the Northeast Quarter (NE $\frac{1}{4}$ ), of said Section 7, this line being the center line of Avenue Cortez, to the intersection thereof with the prolongation West of the South line of Block 81 of the Revised Plat of Coral Gables Granada Section, as shown upon the plat recorded in Plat Book 8, at Page 113, of the Public Records of Dade County, Florida;

Thence East along the prolongation West of said South line of Block 81, and along the South line of said Block 81, of said Revised Plat of Coral Gables Granada Section, to the Southeast corner of said Block 81;

Thence North along the East line of said Block 81, of the Revised Plat of Coral Gables Granada Section as aforesaid, and its prolongation North, to a point on the North line of Section 8, Township 54 South, Range 41 East;

Thence West along the North line of the aforementioned Section 8, this line being the center line of Tamiami Trail (SW 8<sup>th</sup> ST), to the Northwest corner of said Section 8, also being the Northeast corner of Section 7, Township 54 South, Range 41 East;

Thence West along the North line of said Section 7, Township 54 South, Range 41 East, and the aforesaid center line of Tamiami Trail, to the point of beginning.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

**Section 4. BOUNDARIES – METES AND BOUNDS**

The document entitled Metes and Bounds Description of the City of Coral Gables, prepared by Juan Martinez, Professional Land Surveyor, and dated January 16, 2004, is hereby adopted by reference as the metes and bounds description of the City of Coral Gables, Florida.

**Section 5.** That all ordinances or parts of ordinances inconsistent or in conflict herewith are hereby repealed insofar as there is conflict or inconsistency.

**Section 6.** This ordinance shall become effective ten days from the date of its adoption by the City Commission.

PASSED AND ADOPTED THIS ELEVENTH DAY OF MAY, A.D., 2004.  
(Moved: Kerdyk/Seconded: Anderson)  
(Yea: Kerdyk, Withers, Anderson, Cabrera, Slesnick)  
(Vote: 5/0)  
(Agenda Item E-2)

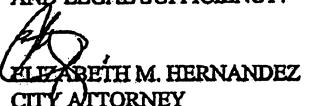
APPROVED:

  
DONALD D. SLESNICK II  
MAYOR

ATTEST:

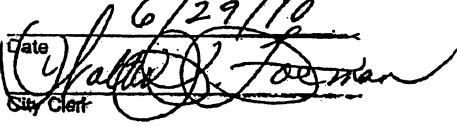
  
WALTER J. FORMAN  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
ELIZABETH M. HERNANDEZ  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, HEREBY CERTIFY that the foregoing  
is a true and correct copy of the original  
on file in my office.

6/29/10  
  
Date  
City Clerk

## **EXHIBIT 3**

### **Rates for Collection Service**

#### **Exhibit 3A -- Rates for Residential and Multi-Family Collection Service**

**Price includes provision of all labor, equipment, and other services related to collection and disposal of all materials as described in the Franchise Agreement. Price includes all costs including franchise fees.**

#### **A1. Residential Collection Service with Garbage Cans**

Price per residential unit	
Collection Component	\$ 12.05 per month
Disposal Component	\$ 9.20 per month
Fuel Component	\$ 1.34 per month
Total price per unit per month	\$ 22.59 per month

#### **A2. Residential and Multifamily Recycling Service**

Price per unit residential and multifamily	
Recycling Collection Component	\$ 1.81 per month
Recycling Processing Component	\$ <u>No Charge</u> per month
Recycling Fuel Component	\$ 0.20 per month
Total Recycling price per unit per month	\$ 2.01 per month

**A3. Residential or Multi-Family Collection in Carts**

Price per cart per month first cart

Collection Component:	\$ 13.85 per month
Disposal Component:	\$ 9.20 per month
Fuel Component:	\$ 1.54 per month
Total price:	\$ 24.59 per month

Price per month additional cart

Additional Cart – collection:	\$ 9.00 per month
Additional Cart – disposal:	\$ 5.98 per month
Additional Cart – fuel:	\$ 1.00 per month
Total price – additional Cart	\$ 15.98 per month

Price per residential unit

**A4. Mechanical Container Multi-Family Collection Service**

See B4, below.

**A5. Compacted Mechanical Container Multi-Family Service (up to 8 cubic yards)**

See B5, below.

**A6. Roll-off Multi-Family Solid Waste Collection Service (10 to 40 cubic yards)**

Per incident of service

Collection Component: \$ 160.68

Fuel Component: \$ 17.85

Total Price: \$ 178.53

Disposal Component: Based on weight at disposal facility

**A7. Optional Bulk Pick-up from Multi-Family Mechanical, Compacted, and Roll-off Container Customers (includes: Bulk Waste, Oversize Waste, and White Goods)**

Price per cubic yard \$ 13.83 per cubic yard

## Exhibit 3B -- Rates for Commercial Collection Service

Price includes provision of all labor, equipment, and other services related to collection and disposal of all materials as described in the Franchise Agreement. Price includes all costs including franchise fees.

### **B1. Commercial Collection with Garbage Cans**

#### **Two Garbage Cans (2x/week)**

Collection Component	\$ 22.50 per month
Disposal Component	\$ 11.16 per month
Fuel Component	\$ 2.50 per month
Total price per unit per month	\$ 36.16 per month

#### **Additional Garbage Can (each can)**

Collection Component	\$ 11.25 per month
Disposal Component	\$ 5.58 per month
Fuel Component	\$ 1.25 per month
Total price per unit per month	\$ 18.08 per month

### **B2. Optional Commercial Bulk Pick-up (Bulk Waste, Oversize Waste, and White Goods)**

Price per cubic yard	\$ 13.83 per cubic yard
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### B3. Commercial Collection in Carts

Price per cart per incident of collection

Collection Component:	\$ 6.82
Disposal Component:	\$ 2.76
Fuel Component:	\$ 0.76
Total price:	\$ 10.34

Additional Cart – collection:	\$ 6.82
Additional Cart – disposal:	\$ 2.76
Additional Cart – fuel:	\$ 0.76
Total price – additional Cart	\$ 10.34

### B4. Mechanical Container Collection Service For Residential And Commercial Waste

<b>1 Cubic Yard Containers</b>				
	<b>Total Rate</b>	<b>Disposal</b>	<b>Collection</b>	<b>Fuel</b>
1x/Week	\$ 99.03	\$ 15.93	\$ 74.79	\$ 8.31
2x/Week	\$ 147.56	\$ 31.86	\$ 104.13	\$ 11.57
3x/Week	\$ 218.72	\$ 47.79	\$ 153.83	\$ 17.09
4x/Week	\$ 264.38	\$ 63.72	\$ 180.59	\$ 20.07
5x/Week	\$ 311.57	\$ 79.65	\$ 208.73	\$ 23.19
6x/Week	\$ 385.66	\$ 95.58	\$ 261.07	\$ 29.01
7x/Week	\$ 422.88	\$ 111.51	\$ 280.24	\$ 31.14
<b>2 Cubic Yard Containers</b>				
1x/Week	\$ 146.26	\$ 31.86	\$ 102.96	\$ 11.44
2x/Week	\$ 263.17	\$ 63.72	\$ 179.51	\$ 19.95
3x/Week	\$ 383.80	\$ 95.58	\$ 259.39	\$ 28.82
4x/Week	\$ 452.22	\$ 127.44	\$ 292.30	\$ 32.48
5x/Week	\$ 555.33	\$ 159.30	\$ 356.43	\$ 39.60
6x/Week	\$ 652.59	\$ 191.16	\$ 415.28	\$ 46.14
7x/Week	\$ 761.56	\$ 223.02	\$ 484.68	\$ 53.85
<b>3 Cubic Yard Containers</b>				
1x/Week	\$ 196.78	\$ 47.79	\$ 134.09	\$ 14.90
2x/Week	\$ 345.59	\$ 95.58	\$ 225.01	\$ 25.00
3x/Week	\$ 501.43	\$ 143.37	\$ 322.25	\$ 35.81
4x/Week	\$ 651.44	\$ 191.16	\$ 414.25	\$ 46.03
5x/Week	\$ 807.27	\$ 238.95	\$ 511.49	\$ 56.83
6x/Week	\$ 957.29	\$ 286.74	\$ 603.49	\$ 67.05
7x/Week	\$ 1,122.47	\$ 334.53	\$ 709.15	\$ 78.79
<b>4 Cubic Yard Containers</b>				
1x/Week	\$ 238.91	\$ 63.72	\$ 157.67	\$ 17.52
2x/Week	\$ 451.07	\$ 127.44	\$ 291.27	\$ 32.36

3x/Week	\$ 650.24	\$ 191.16	\$ 413.17	\$ 45.91
4x/Week	\$ 856.49	\$ 254.88	\$ 541.45	\$ 60.16
5x/Week	\$ 1,059.18	\$ 318.60	\$ 666.52	\$ 74.06
6x/Week	\$ 1,260.76	\$ 382.32	\$ 790.60	\$ 87.84
7x/Week	\$ 1,483.36	\$ 446.04	\$ 933.58	\$ 103.73

#### 6 Cubic Yard Containers

1x/Week	\$ 340.59	\$ 95.58	\$ 220.51	\$ 24.50
2x/Week	\$ 633.17	\$ 191.16	\$ 397.81	\$ 44.20
3x/Week	\$ 919.97	\$ 286.74	\$ 569.91	\$ 63.32
4x/Week	\$ 1,206.73	\$ 382.32	\$ 741.97	\$ 82.44
5x/Week	\$ 1,493.49	\$ 477.90	\$ 914.03	\$ 101.56
6x/Week	\$ 1,781.40	\$ 573.48	\$ 1,087.13	\$ 120.79
7x/Week	\$ 2,091.59	\$ 669.06	\$ 1,280.28	\$ 142.25

#### 8 Cubic Yard Containers

1x/Week	\$ 447.55	\$ 127.44	\$ 288.10	\$ 32.01
2x/Week	\$ 829.60	\$ 254.88	\$ 517.25	\$ 57.47
3x/Week	\$ 1,221.02	\$ 382.32	\$ 754.83	\$ 83.87
4x/Week	\$ 1,611.25	\$ 509.76	\$ 991.34	\$ 110.15
5x/Week	\$ 2,034.25	\$ 637.20	\$ 1,257.34	\$ 139.70
6x/Week	\$ 2,384.69	\$ 764.64	\$ 1,458.05	\$ 162.01
7x/Week	\$ 2,803.01	\$ 892.08	\$ 1,719.84	\$ 191.09

#### Optional Services

#### 10 Cubic Yard Containers

5x/Week	\$ 2,460.93	\$ 796.50	\$ 1,497.99	\$ 166.44
7x/Week	\$ 3,446.43	\$ 1,115.10	\$ 2,098.20	\$ 233.13
		\$ -		

Locks (one time fee)	\$ 33.48	\$ -	\$ 30.14	\$ 3.35
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#### B5. Compacted Mechanical Container Collection Service For Residential and Commercial Waste (up to 8 cubic yards)

Rate per pickup

	Total Rate	Disposal	Collection	Fuel
¾ Yard	\$ 29.25	\$ 4.14	\$ 22.61	\$ 2.51
2 Yard	\$ 64.63	\$ 11.03	\$ 48.24	\$ 5.36
3 Yard	\$ 96.99	\$ 16.55	\$ 72.40	\$ 8.04
4 Yard	\$ 129.25	\$ 22.06	\$ 96.47	\$ 10.72
6 Yard	\$ 193.90	\$ 33.09	\$ 144.73	\$ 16.08
8 Yard	\$ 238.41	\$ 44.12	\$ 174.86	\$ 19.43

**B6. Roll-off Solid Waste Commercial Collection Service (10 to 40 cubic yards)**

Per incident of service

Collection Component: \$ 160.68

Fuel Component: \$ 17.85

Total Price: \$ 178.53

Disposal Component: Based on weight at disposal facility

### **Exhibit 3C – Optional Rate for Acceptance and Processing of City Collected Yard Trash**

Contractor shall accept and process Yard Trash delivered by the City to the Contractor's Yard Trash processing facility in Hialeah, Florida. The City's Yard Trash may contain de minimis amounts of Solid Waste, consistent with the City's historical deliveries of Yard Trash.

The amount of Yard Trash to be delivered by the City to the Yard Trash processing facility is not guaranteed, and this paragraph shall not be construed to create a "put or pay" arrangement, but the City will deliver the Yard Trash it collects to the Contractor's facility. The City has historically collected approximately 30,000 tons of Yard Trash on an annual basis.

Yard Trash processing price: \$ 30.00 per ton

Facility name: WM Delta Hialeah

Facility operator: WM

Facility location: 5000 NW 37 Ave  
Hialeah, FL

Facility contact person: Roly Vega

Facility contact phone: 305-634-7138

**EXHIBIT 4**

**RESERVED**



## EXHIBIT 5

### LOCATIONS OF CONSOLIDATED COLLECTION AREAS

MIRACLE MILE			Start: Douglas Rd
Container Location		SERVICE	RT #
16 & 78	194-93385 WMCG MM S 16 98	2-4F7	22
70	194-93397 WMCG MM S 16 98 (Y)	4Y4	72

No shared service containers in 100 block of Miracle Mile North & South sides.

200	194-66729 WMCG MM S 200 230	6F5	22	
	194-66731 WMCG MM S 200 230 (Y)	1-4yd, 1-6yd x1	72	
223	194-64410 WMCG MM N 201 299	8-4F7	22	Museum Garage
247	194-83995 WMCG MM N 201 299 OCC (Y)	4Y3	72	
280	194-105964 WMCG MM S 234 298 MSW	6C7, 8F7	22	
	194-105991 WMCG MM S 234 298 OCC (Y)	8Y6	72	
319	194-105886 WMCG MM N 301 345 MSW	6C7, 8F7	22	Near Caffe Abbracci
322	194-96293 WMCG MM S 300 348 MSW	3-2F7	22	
336	194-96296 WMCG MM S 300 348 REC (Y)	2Y5	72	
375	194-79491 WMCG MM N 347 399	6F6	22	
386	194-96294 WMCG MM S 348 398 REC (Y)	2-4F7	22	
	194-96301 WMCG MM S 348 398 MSW	4Y4	72	End: Lejeune Rd

#### PONCE DE LEON BLVD

Container Location		SERVICE	RT #	Start: Madeira Ave
1800	194-106020 WMCG PLB E 1800 1826 MSW	4F6	21	
	194-106xxx WMCG PLB E 1800 1826 OCC	2Y2	72	
1831	194-94198 WMCG PLB E 1801 1831	2F2	21	
1915	194-79586 WMCG PLB E 1901 1925	4F6	21	
	194-79588 WMCG PLB E 1901 1925 (Y)	3Y2	72	
1930	194-64730 WMCG PLB W 1930 1940	2F4	21	

2101	194-22142	SYLVIA VIYELLA	2F6	21
2261	194-96421	WMCG PLB E 2201 2299 MSW	4-4F7	22
	194-96423	WMCG PLB E 2201 2299 (Y)	2-4Y6	72
2308	194-94456	WMCG PLB W 2300 2330	2-4F7	22
2331	194-7354	LUMINAIRE	1-2yd, 4-4yd, 1-6yd x6	22
	194-16925	LUMINAIRE (Y)	2-4Y3	72
2615	194-7677	GABLES SHOE REPAIRS	4F6	22
	194-17020	GABLES SHOE REPAIRS (Y)	4Y1	72
2624	194-7426	CANTON CHINESE REST OF CG	6C7	22
	194-16911	CANTON CHINESE REST OF CG (Y)	8Y2	72
2701	194-20351	OSF PROPERTIES INC	8Y2	22
2912	194-7803	G E STRAHL	2yd, 4yd, 6yd x6	22
	194-16971	G E STRAHL (Y)	4Y2	72
3101	194-7440	CHRISTYS RESTAURANT	6C4	22
ALCAZAR AVE				
Container Location			SERVICE	RT #
325	194-65159	WMCG ALCZ N 301 365 MSW	1-4F6	21
357			1-6F6	21
357	194-65160	WMCG ALCZ N 301 365 OCC (Y)	1-3Y2	72
ALHAMBRA CIRCLE				
Container Location				
150	194-96419	WMCG ALC S 100 198 MSW	6C6	21
	194-96425	WMCG ALC S 100 198 (Y)	6Y5	72
290	194-60818	WMCG ALC S 274 290	2F3 & 4F3	21
	194-60820	WMCG ALC S 274 290 (Y)	3Y2	72
315	194-7575	FRED D BEGEMAN DDS PA	2-3F6	21
336	194-7767	RR SOUVIRON DDS	2-2F6	21

194-16909 RR SOUVIRON DDS (Y) 1-2Y1 72 End: Lejeune Rd

**GIRALDA AVE**

**Container Location**

30	194-85847 WMCG GIR S 030 050	2F6	22	Start: Douglas Rd
	194-85848 WMCG GIR S 030 050 (Y)	4Y2	72	
246	194-94452 WMCG GIR S 246 298	6C7	22 70	
264		2F6	22	End: Lejeune Rd

**ALMERIA AVE**

**Container Location**

262	194-41025 PARADIGM	2-3F7	22	Start: Ponce
325	194-66428 WMCG ALM N 301 355 MSW	4F3	22	End: Lejeune Rd

**SEVILLA AVE**

**Container Location**

201	194-7534 POLCAR PROPERTIES NV	SERVICE	RT #	
		2-3F6	22	Start: Ponce
		2-6F6		End: Salzedo St

**GALIANO ST**

**Container Location**

2618	194-79279 LEOS CAFÉ	SERVICE	RT #	
	194-79281 LEOS CAFE (Y)	2-3F6	22	Start: Galiano St
		3Y1	72	End: Ponce

**EXHIBIT 6**  
**LOCATIONS OF CONTRACTOR SERVICED CITY PROPERTY**

			SERVICE		
			Container	# of	
			Qty	Size	PU's /week
194-8095	CITY OF CG	733 BILTMORE CT	1	32 Gal	House
194-36978	CITY OF CG BILTMORE	1001 BIRD ROAD		6 yd	3
194-7449	CITY OF CG BILTMORE TENNIS	1150 ANASTASIA AVE		2 yd	6
194-78674	CITY OF CG BILTMORE TENNIS (Y)	1150 ANASTASIA AVE	5	96 Gal	1
194-7450	CITY OF CG CITY HALL	405 BILTMORE WAY		3 yd	5
194-85102	CITY OF CG CITY HALL 2	427 BILTMORE WAY		2 yd	2
194-7451	CITY OF CG FIRE STATION	2801 SALZEDO ST		6 yd	6
194-14165	CITY OF CG FIRE STATION	11911 OLD CUTLER RD		2 yd	4
194-27337	CITY OF CG FIRE STATION (Y)	2801 SALZEDO ST		4 yd	2
194-7452	CITY OF CG FIRE STATION 2	525 S DIXIE HWY		2 yd	2
194-20580	CITY OF CG GOLF COURSE	1101 S GREENWAY DR		8 yd	1
194-43799	CITY OF CG GRANADA GOLF COURSE	1101 S GREENWAY DR	2	20 yd	2
194-80232	CITY OF CG GRANADA GOLF COURSE	1101 S GREENWAY DR		4 yd	2
194-79342	CITY OF CG MAINTENANCE FACILITY	2800 SW 72ND AVE		20 yd	On Call
194-53610	CITY OF CG MAINTENANCE FACILITY	2800 SW 72ND AVE	3	20 yd	On Call
194-37440	CITY OF CG MOTOR POOL	2800 SW 72ND AVE		20 yd	2
194-7453	CITY OF CG PARK GARAGE	245 ANDALUSIA AVE		2 yd	2
194-62579	CITY OF CG RADIO	2800 SW 72ND AVE	2	2 yd	2
194-47104	CITY OF CG SALVADOR PARK	1120 ANDALUSIA AVE	3	32 Gal	6
194-85857	CITY OF CG MAINTENANCE	1535 LEVANTE AVE		8 yd	2
194-43681	CITY OF CG STORM W	1535 LEVANTE AVE	3	20 yd	On Call
194-19638	CITY OF CG TROLLEY STATION	4133 LEJEUNE RD		2 yd	2
194-7457	CITY OF CG VENETIAN POOL	2710 DE SOTO BLVD	3	2 yd	3
194-104811	CITY OF CG VENETIAN POOL (Y)	2710 DE SOTO BLVD		2	2
194-7456	CITY OF CG YOUTH CENTER	400 ANASTASIA AVE	3	2 yd	2
194-77981	CITY OF CG YOUTH CENTER (Y)	405 UNIVERSITY DR	2	96 Gal	1
CORAL GABLES MUSEUM - 285 ARAGON AVE					
MIRACLE THEATRE		280 MIRACLE MILE	*		
COUNTRY CLUB OF CORAL GABLES		997 NORTH GREENWAY DRIVE	*		
MUSEUM GARAGE		220 ARAGON AVE	**		
GARAGE # 6		51 ARAGON AVE	**		
BILTMORE HOTEL		1200 ANASTASIA AVE.	*		

(Y) = Recycling service

\* Only when not under contract with a management firm

\*\* Only as to City generated Solid Waste and Recyclables when and if called on to provide

## EXHIBIT 7

### GUARANTY

THIS GUARANTY ("Guaranty") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Waste Management, Inc., a Delaware corporation (the "Guarantor"), to and for the benefit of the City of Coral Gables (the "City").

WITNESSETH:

WHEREAS, Waste Management, Inc. of Florida, a Delaware corporation and a wholly-owned subsidiary of the Guarantor (the "Company"), is entering into a Solid Waste Franchise Agreement (the "Agreement") with the City dated of even date herewith (each capitalized term used herein and not defined shall have the meaning ascribed to such term in the Agreement);

WHEREAS, the Guarantor is willing to guarantee the performance of the Company under the Agreement pursuant to the terms of this Guaranty; and

WHEREAS, the execution of this Guaranty is a condition precedent to the execution by the Company and the City of the Agreement, and the City would not enter into the Agreement unless the Guarantor provided this Guaranty;

NOW, THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Company pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Company, including without limitation, the payment of any and all fines, damages, indemnification obligations and costs and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All obligations of the Guarantor under this Guaranty shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The obligations of the Guarantor under this Guaranty shall not be released, discharged, affected, modified or impaired by reason of the happenings from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the City to give notice to the Company or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the City of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Company;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Company, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any Events of Default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guaranty shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee; and is for the benefit of the City and any of its successors and assigns under the Agreement.

5. Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Company default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Guaranty shall be null and void.

8. The obligations of the Guarantor to the City set forth in this Guaranty are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the City first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from the Company hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the City. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Company has under the Agreement) which the Company or the Guarantor has or may have against the City shall limit or in any way affect the Guarantor's obligations under this Guaranty.

9. Each of the Guarantor and the City irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guaranty shall be brought in the state courts in and for Dade County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guaranty and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guaranty.

10. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Company arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guaranty may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guaranty is determined to be unenforceable, the City and the Guarantor hereby agree that such provision

may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guaranty cannot be reformed, such provision shall be deemed to be severed from this Guaranty, but every other provision of this Guaranty shall remain in full force and effect. This Guaranty is entered into by Guarantor solely and exclusively for the benefit of the City and may be enforced against Guarantor by the City and any of its successors and assigns. This Guaranty contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the City of its acceptance of and reliance upon this Guaranty, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the City:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134  
Telephone: 305-460-5201  
Facsimile: 305-460-5350

Copy to:	City Attorney City of Coral Gables 405 Biltmore Way Coral Gables, FL 33134 Telephone: 305-460-5218 Facsimile: 305-460-5264
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If to the Guarantor:

Waste Management Inc.  
1001 Fannin Street, Suite 4000

Houston, TX 77002  
Attn: Treasurer

With a copy (which shall not constitute notice) to:

Waste Management Inc.  
1001 Fannin Street, Suite 4000  
Houston, TX 77002  
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guaranty.

14. Any termination of this Guaranty shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: **WASTE MANAGEMENT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnesses:

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[Seal]

**CITY OF CORAL GABLES**

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City Manager

## EXHIBIT 8

### Performance Bond

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR:  
business):

SURETY (name and principal place of

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CITY (OWNER):

City of Coral Gables

### SOLID WASTE FRANCHISE AGREEMENT FOR THE CITY OF CORAL GABLES

Date: \_\_\_\_\_ 2010

#### BOND

Date: \_\_\_\_\_

Amount: Two Million Dollars (\$2,000,000)

Modifications to this Bond: None \_\_\_\_\_ See Page(s) \_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

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Signature

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Signature

---

Print Name

---

Print Name

---

Title

Title

(Any additional signatures please include at the end of page 5 of the exhibit)

FLORIDA RESIDENT AGENT

---

Print Name

---

Address

---

Phone

---

Fax

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, Administrators, successors and assigns to the CITY for the performance of the requirements in the Franchise Agreement for the Collection of Solid Waste and Recyclable Materials (Agreement), which is incorporated herein by reference.

2. If the CONTRACTOR performs its duties and obligations in compliance with the Agreement, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.

3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:

A. The CITY has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of satisfying the requirements in the Agreement. If the CITY, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to satisfy its obligations under the Agreement, but such an agreement shall not waive the CITY's right, if any, subsequently to declare a CONTRACTOR Default; and

B. The CITY has declared a CONTRACTOR Default and formally terminated the Contractor's right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than five (5) days after the CONTRACTOR and the Surety have received notice.

4. When the CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- A. Arrange for the CONTRACTOR, with consent of the CITY, to perform and complete the Agreement; or
- B. Undertake to perform and complete the Agreement itself, through its agents or through independent Contractors; or
- C. Obtain bids or negotiated proposals from qualified Contractors acceptable to the CITY for the performance and completion of the Agreement, arrange for a contract to be prepared for execution by the CITY and the Contractor selected with the CITY's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and pay to the CITY the amount of damages as described in paragraph 6 in excess of the balance of the contract price incurred by the CITY resulting from the CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the CITY and with reasonable promptness under the circumstances:
  - (1) After investigation, determine the amount for which it may be liable to the CITY and, as soon as practicable, tender payment therefore to the CITY; or
  - (2) Deny liability in whole or in part and notify the CITY, citing the reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond seven (7) calendar days after receipt of an additional written notice from the CITY to the Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to the CITY.

6. After the CITY has terminated the CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to the CITY shall not be greater than those of the CONTRACTOR under the Agreement, and the responsibilities of the CITY to the Surety shall not be greater than those of the CITY under the Agreement. To the limit of the amount of this bond, but subject to commitment by the CITY of the balance of the contract price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:

- A. The responsibilities of the CONTRACTOR for correction of defective work and completion of the Agreement;

- B. Additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- C. Liquidated damages or actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the CITY or others for obligations of the CONTRACTOR that are unrelated to the Agreement. No right of action shall accrue on this bond to any Person or entity other than the CITY or its heirs, executors, Administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two (2) years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the CITY or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.

## 12. DEFINITIONS

- A. **CONTACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- B. **Agreement:** The Agreement between the CITY and the CONTRACTOR and amendments thereto.
- C. **CITY Default:** Failure of the CITY, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Agreement or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

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Signature

---

Signature

---

Print Name

---

Print Name

---

Title

---

Title

## **EXHIBIT 9**

### **List of Recyclable Materials**

#### **Steel and Tin Cans**

Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household hazardous waste are not acceptable.

#### **Aluminum**

Includes aluminum beverage containers, food trays without food residue, sheets and flexible containers.

#### **Glass**

Clear (flint), brown (amber) and green food and beverage jars and bottles. Paper labels on glass containers are acceptable. Metal lids should be removed and included.

#### **PET Plastics (SPI code No. 1)**

Examples include but are not limited to: Plastic soft drink, water, sports drink, beer, mouthwash, catsup and salad dressing bottles. Peanut butter, pickle, jelly and jam jars. Ovenable prepared food trays.

#### **HDPE Plastics (SPI code No. 2)**

Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles, yogurt and margarine tubs, grocery, trash and retail bags. Motor oil bottles are not acceptable.

#### **V Plastics (SPI code No. 3)**

Examples include but are not limited to: PVC products such as clear food and non-food packaging.

#### **LDPE Plastics (SPI code No. 4)**

Examples include but are not limited to: Dry cleaning, bread and frozen food bags, squeezable bottles (e.g., honey, mustard).

#### **PP Plastics (SPI code No. 5)**

Examples include but are not limited to: Catsup bottles, yogurt containers, margarine tubs, and medicine bottles.

### **PS Plastics (SPI code No. 6)**

Examples include but are not limited to: Compact disc jackets, food service applications, grocery store meat trays, egg cartons, aspirin bottles, cups, plates, and cutlery.

### **Other Plastics (SPI Code No. 7)**

Examples include but are not limited to: Three and five gallon reusable water bottles, some citrus juice and catsup bottles.

Preparation of plastics, glass and metal containers: Remove organics, other contents and plastic caps, but the inclusion of organics, caps, rings, and labels will not be reason for rejection of Program Recyclables.

### **Paper Recyclables**

Paper Recyclables consist of the following materials, commingled together, except aged, yellowed, or sunburned paper or water saturated paper.

#### **ONP**

All loose or bagged newsprint is acceptable, including all paper which is distributed with or as part of general circulation newspapers.

#### **OCC**

All loose or bagged old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

#### **Paper Bags**

All loose or bagged paper sacks. May be used to hold mixed paper.

#### **Chipboard/Fiberboard/Paperboard**

All product packaging materials, such as cereal boxes, packaged food boxes, shoe boxes, and small manufactured item packaging.

#### **Telephone Books**

Old telephone directories.

## **Magazines**

Old magazines, including small catalogs and similar printed material with glossy pages.

## **Mixed Paper**

Mixed paper, including shredded paper, including but not limited to the following: junk mail; high-grade paper; white and colored ledger; copier paper; office paper; laser printer paper; computer paper, including continuous-formed perforated white bond or green bar paper; book paper; cotton fiber content paper; duplicator paper; form bond; manifold business forms; mimeo paper; note pad paper (no backing); loose leaf fillers; stationery; writing paper; paper envelopes; carbonless (NCR) paper; tabulating cards; facsimile paper; and manila folders.

Paper with metallic, carbon, ammonia or non-soluble glue is not acceptable.

**EXHIBIT 10**

**RESERVED**

**EXHIBIT 11**  
**LOCATIONS OF TRASH RECEPTACLES**

Trash Cans Coral Gables 4/2009

<b>Location</b>	<b>Type Can</b>	<b>#</b>
376 Miracle Mile	Green Can	1
375 Miracle Mile	Green Can	2
348 Miracle Mile	Green Can	3
347 Miracle Mile	Green Can	4
300 Miracle Mile	Green Can	5
301 Miracle Mile	Green Can	6
299 Miracle Mile	Green Can	7
244 Miracle Mile	Green Can	8
245 Miracle Mile	Green Can	9
262 Miracle Mile	Green Can	10
266 Miracle Mile	Green Can	11
294 Miracle Mile	Green Can	12
147 Miracle mile	Green Can	13
136 Miracle Mile	Green Can	14
101 Miracle Mile	Green Can	15
100 Miracle Mile	Green Can	16
96 Miracle Mile	Green Can	17
93 Miracle Mile	Green Can	18
58 Miracle Mile	Green Can	19
50 Miracle Mile	Green Can	20
45 Miracle Mile	Green Can	21
1 Miracle Mile	Green Can	22
2 Miracle Mile on Douglas	Green Can	23
811 Ponce De Leon Blvd	Silver Can	24
814 Ponce De Leon Blvd	Silver Can	25
999 Ponce De Leon Blvd	Silver Can	26
932 Ponce De Leon Blvd	Silver Can	27
1001 Ponce De Leon Blvd	Silver Can	28
1111 Ponce De Leon Blvd	Silver Can	29
1120 Ponce De Leon Blvd	Silver Can	30
1301 Ponce De Leon Blvd	Silver Can	31
1399 Ponce De Leon Blvd	Silver Can	32
1505 Ponce De Leon Blvd	Silver Can	33
1526 Ponce De Leon Blvd	Silver Can	34
1701 Ponce De Leon Blvd	Silver Can	35
1750 Ponce De Leon Blvd	Silver Can	36
1917 Ponce De Leon Blvd	Silver Can	37
162 Alcazar on Ponce side	Silver Can	38
221 Alcazar on Ponce side	Silver Can	39
2199 Ponce De Leon Blvd	Silver Can	40
2205 Ponce De Leon Blvd	Silver Can	41

201 Alhambra Circle on Ponce	Silver Can	42
220 Alhambra Circle on Ponce	Silver Can	43
2222 Ponce De Leon Blvd	Silver Can	44
2299 Ponce De Leon Blvd	Silver Can	45
2300 Ponce De Leon Blvd	Silver Can	46
2303 Ponce De Leon Blvd	Silver Can	47
2330 Ponce De Leon Blvd	Silver Can	48
2331 Ponce De Leon Blvd	Silver Can	49
2333 Ponce De Leon Blvd	Silver Can	50
2334 Ponce De Leon Blvd	Silver Can	51
2346 Ponce De Leon Blvd	Green Can	52
2401 Ponce De Leon Blvd	Silver Can	53
2417 Ponce De Leon Blvd	Silver Can	54
2440 Ponce De Leon Blvd	Silver Can	55
2500 Ponce De Leon Blvd	Silver Can	56
2525 Ponce De Leon Blvd	Silver Can	57
2530 Ponce De Leon Blvd	Silver Can	58
2555 Ponce De Leon Blvd	Silver Can	59
2600 Ponce De Leon Blvd	Silver Can	60
2603 Ponce De Leon Blvd	Silver Can	61
2625 Ponce De Leon Blvd	Silver Can	62
2626 Ponce De Leon Blvd	Silver Can	63
2631 Ponce De Leon Blvd	Silver Can	64
2700 Ponce De Leon Blvd	Silver Can	65
2701 Ponce De Leon Blvd	Silver Can	66
2800 Ponce De Leon Blvd	Silver Can	67
3001 Ponce De Leon Blvd	Silver Can	68
3100 Ponce De Leon Blvd	Silver Can	69
3133 Ponce De Leon Blvd	Silver Can	70
3228 Ponce De Leon Blvd	Silver Can	71
3251 Ponce De Leon Blvd	Green Can	72
3326 Ponce De Leon Blvd	Green Can	73
3399 Ponce De Leon Blvd	Green Can	74
3512 Ponce De Leon Blvd	Silver Can	75
3601 Ponce De Leon Blvd	Green Can	76
3634 Ponce De Leon Blvd	Silver Can	77
3812 Ponce De Leon Blvd	Green Can	78
3831 Ponce De Leon Blvd	Green Can	79
4041 Ponce De Leon Blvd	Green Can	80
4055 Ponce De Leon Blvd	Green Can	81
4212 Ponce De Leon Blvd	Green Can	82
4520 Ponce De Leon Blvd	Green Can	83
4561 Ponce De Leon Blvd	Green Can	84
200 Bird Road on Ponce	Green Can	85
201 Madiera on Ponce	Silver Can	86
152 Miracle Mile on Ponce	Silver Can	87
169 Miracle Mile on Ponce	Silver Can	88
201 Miracle Mile on Ponce	Silver Can	89

Merrick Park, Andalusia at Biltmore Way	Green Can	90
San Lorenzo at Ponce East side	Green Can	91
San Lorenzo at Ponce West side	Green Can	92
Ponce de Leon & Boabadilla NW side	Green Can	93
395 Alhambra Cir.	Green Can	94
300 Alhambra Cir.	Green Can	95
301 Alhambra Cir.	Green Can	96
264 Alhambra Cir.	Green Can	97
1 Alhambra Plaza	Green Can	98
1559 Sunset Dr.	Green Can	99
1575 Sunset Dr.	Green Can	100
6929 Red Rd.	Green Can	101
6711 Red Rd.	Green Can	102
Red Rd. & Bird Rd. NE corner	Green Can	103
LeJeune Rd & Bird Rd. - High School	Green Can	104
LeJeune Rd & Coral Way, bus stop on LeJeune N of Coral Way	Green Can	105
LeJeune Rd & Coral Way SE corner - bus stop	Green Can	107
425 Coral Way - Bus stop	Green Can	108
401 Coral Way	Green Can	109
233 Aragon Ave	Green Can	110
205 Aragon Ave	Green Can	111
200 Aragon Ave	Green Can	112
100 Aragon Ave	Green Can	113
303 Bird Rd.	Green Can	114
365 Alcazar @ Burger King	Green Can	115
2801 Salzedo @ front door of Police Station	Green Can	116
2801 Salzedo Garage - 3rd Floor by Personnel Entrance	Green Can	117
Merrick Way @ Galiano, Pitman Park	Green Can	118
Galiano & Giralda SE corner - Across from Pitman Park	2 Silver Cans	119
Galiano & Aragon SE corner - In Front of Gables Dinner	Green Can	120
262 Giralda	Green Can	121
2320 Galiano	Green Can	122
University Drive & Segovia, Library - 1 Can at Each Entrance	2 Green Cans	123
405 Biltmore Way, City Hall - Side Entrance	Green Can	124
460 Biltmore Way	Green Can	125
Across from 3910 Le Jeune Rd. - Just North of Coral Gables HS	Green Can	128
400 Menendez	Green Can	129
3900 SW 8 ST - In Front of Gas Station @ Bus Stop	Green Can	130
5246 SW 8 ST	Green Can	131
Maynada & Augusto - Across from Ponce Middle School in Park	Green Can	132
Grand & Brooker NW corner	Green Can	133
Douglas & 8th ST. SE side - At Bus Stop	Green Can	134
Country Club Prado & 8th St. - At Fountain Entrance	Green Can	135
Sunset at LeJuene - Cartagena Plaza NE side	2 Green Cans	136
Sunset at LeJuene - Cartagena Plaza SE side	Green Can	137
Sunset at LeJuene - Cartagena Plaza SW side	Green Can	138
Ingraham Highway and Le Jeune Rd. - Ingrahm Park	Green Can	139
Riviera and US # 1 - Riviera Fire Station-by Gas Pumps	Black Can	140

San Sebastian & Ponce NE corner  
Catalonia & Ponce NE corner  
4200 Blk Laguna at Altara SW corner  
350 Bird Rd. - In front of 7-11

Green Can	141
Green Can	142
Green Can	143
Green Can	144

**EXHIBIT 12**  
**LOCATIONS OF LITTER COLLECTION AREAS**

1. Biltmore Way and Andalusia Avenue between Hernando Street and Le Jeune Road.
2. Miracle Mile (S.W. 22 St.), between Le Jeune Road (S.W. 42 Ave.) and Douglas Road (S.W. 37 Ave.). Includes paseos in the 0 block, South side, the 200 block, South side and in the 300 block, North side. The paseo and adjacent empty lot known as McBride Park in the 100 block, South side, shall also be policed. Includes alleyways North and South.
3. Ponce de Leon Boulevard between Malaga Ave. and Veragua Ave., inclusive of the park at Ponce de Leon Boulevard and Antilla Ave. (excludes Ponce Circle Park except for its perimeter).
4. Between Le Jeune Road and Douglas Road, the following Avenues: Almeria, Valencia, Andalusia, Aragon and Giralda, inclusive of Garage # 2 (200 Block of Aragon) including interior and exterior passageways. Includes all alleyways and paseos.
5. Alhambra Circle between Le Jeune Road and Galiano Street and Alhambra Plaza between Ponce de Leon Boulevard and Douglas road. Includes all alleyways.
6. Galiano Street and Salzedo Street, between Almeria Avenue and Alhambra Circle inclusive of the perimeter of Garage # 6 (Galiano Street and Aragon Avenue) and the interior and perimeter of Pittman Park located at Merrick Way and Galiano Street.
7. Coral Gables Museum (285 Aragon Ave.), inclusive of interior courtyards.