THE CITY OF KEY WEST
3140 Flagler Avenue
Key West, Florida 33040

August 19, 2013

To: All Prospective Respondents

Subject: Request for Proposals (RFP) for Professional Contract Services to Operate, Maintain, and Manage the City's Wastewater Treatment Plant, Wastewater Collection and Lift/Pumping Stations, and Stormwater Collection and Pumping Stations.

The City of Key West (City) Request for Proposals (RFP) No. 09-13: Professional Contract Services to Operate, Maintain, and Manage the City's Wastewater and Stormwater systems contain the following documents:

The RFP which is 31 pages in length and contains important information on the respondent proposals, scope of work, selection process, and required forms.

Information to Proposers is one (1) page in length
Call for Request for Proposals is one (1) page in length
Request for Proposals is one (1) page in length
General Information is one (1) page in length
Background Information is two (2) pages in length
Schedule and Award is one (1) page in length
Selection and Scoring Criteria is one (1) page in length
City Staff Selection Criteria Matrix is two (2) pages in length
Statement of Qualification is five (5) pages in length
Required Forms:

- Form Anti-Kickback Affidavit is one (1) page in length
- Form Sworn Statement Under Section 287.133(3)(a) Florida Statutes, Public Entity Crimes is two (2) pages in length
- Form Equal Benefits Domestic Partner is five (5) pages in length
- Form Cone of Silence Affidavit is four (4) pages in length
- Form Management Fee Affidavit is one (1) page in length
- Notification of Insurance Requirements is one (1) page in length

Attachments

No. 1	Draft Agreement, Scope of Service, Exhibits A-G is sixty nine (69) pages in length
No. 2	Naval Base Access Form is one (1) page in length
No. 3	RAPIDGate Requirements is twenty eight (28) pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of the missing documents.

Prospective firms/corporations submitting a response should ensure that the following documents are completed, certified, notarized and returned as instructed.

A Cone of Silence shall apply to this Request for Proposals per City Ordinance 13-11.

INFORMATION TO PROPOSERS

SUBJECT:	RFP 09-13: PROFESSIONAL CONTRACT SERVICES TO OPERATE, MAINTAIN, AND MANAGE THE CITY'S WASTEWATER TREATEMENT PLANT, WASTEWATER COLLECION AND LIFT/PUMPING STATIONS, AND STORMWATER COLLECTION AND PUMPING STATIONS
ISSUE DATE:	AUGUST 19, 2013
MANDATORY PRE-PROPOSAL MEETING:	SEPTEMBER 5 AND 6, 2013
PRE-PROPOSAL MEETING LOCATION (9/5/13):	510 GREENE STREET KEY WEST, FLORIDA 33040
PRE-PROPOSAL MEETING LOCATION (9/6/13):	PARKING AREA - OUTSIDE OF THE SECURITY BASE ENTRANCE TO NAVAL AIR STATION (NAS) KEY WEST OFF OF PALM AVENUE
MAIL OR SPECIAL DELIVERY RESPONSE TO:	CITY CLERK CITY OF KEY WEST 3126 FLAGLER AVENUE KEY WEST, FLORIDA 33040
DELIVER BIDS TO:	SAME AS ABOVE
RECEIVED RESPONSES BY:	OCTOBER 2, 2013
NOT LATER THAN:	3:00 PM

CALL FOR REQUEST FOR PROPOSALS

NOTICE is hereby given to prospective proposers that the City of Key West (City) is seeking Professional Contract Services to operate, maintain, and manage the City's wastewater treatment plant, wastewater collection and lift/pumping stations, and stormwater collection and pump stations: RFP 09-13. The Clerk of the City of Key West, Florida at 3126 Flagler Avenue, will receive Proposals until 3:00 PM local time on October 2, 2013. Late proposals will not be considered. RFP DOCUMENTS may be obtained on DemandStar by Onvia at www.demandstar.com/supplier, call toll free 1-800-711-1712 or at the CITY's website at www.keywestcity.com. Applicants shall submit one response marked "Original" and one copy marked "Copy". Each response (Original and Copy) shall contain two separate sealed envelopes clearly marked: 1). Statement of Qualifications and 2). Management Fee, and one (1) CD-ROM or Flash Drive, containing one PDF file each of the Statement of Qualifications only. The Proposal responses "Original" and "Copy" shall be submitted in a single packaging clearly marked on the outside: RFP No. 09-13: Professional Contract Services to Operate, Maintain, and Manage the City's Wastewater Treatment Plant, Wastewater Collection and Lift/Pumping Stations, and Stormwater Collection and Pumping Stations, addressed and delivered to:

CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

Prior to authorizing a Notice to Proceed by the City the successful Proposer must be able to prove that Proposer meets the minimum staffing requirements as defined by the Florida Department of Environment Protection (FDEP), Chapter 62-602 of the Florida Administrative Code (FAC). The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and any legal requirements as may be demanded in the service agreement. The CITY may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary, or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Proposal.

REQUEST FOR PROPOSALS

The City of Key West requires the services of a qualified firm to provide Professional Contract Services to operate, maintain, and manage the City's wastewater treatment plant, wastewater collection and lift/pumping stations, and stormwater collection and pumping stations. The scope of work for these services is identified in Attachment 1 (Draft Contract and Scope of Services) of the RFP. The City intends to retain the qualified firm for a period of five years, with two optional five year renewable periods.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified firm and approval by the City Commission, the City will negotiate a contract with the firm. If the selected firm does not execute the contract with the City within 30 days after award, the City reserved the right to award the contract to the next most qualified firm. A proposer may not withdraw their proposal before the expiration of 30 days from the date of proposal opening. A proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the proposals submitted.

For questions concerning any aspect of this Request for Proposals please contact:

Ms. Isabel Botero, P.E.
Engineering Manager
Black & Veatch Engineering
1300 Concord Terrace, Suite 120
Sunrise, Florida 33323
(954) 838-0686, ext. 16
Boteroi@bv.com

GENERAL INFORMATION

Public-Private Partnership

The City has experienced a successful Public-Private partnership for professional contract services to operate, maintain, and manage their wastewater and stormwater systems since 1989. Based on this experience, the City desires to continue this form of partnership with the ensuing contract while maintaining the same level of service.

The contract format is a "modified cost plus" which provides the City with budget control and full audit rights, while encouraging a cost savings through a sharing of savings with the contract operator. The contract operator's overhead and profit is established through a proposed Management Fee submitted with the Bid which is based on direct costs. The draft Agreement identifies the budget and compensation requirements for this process.

Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal and site visit meeting will be held on September 5 and 6, 2013. The mandatory Pre-Proposal meeting is scheduled for 1:30 PM on September 5 at Old City Hall 510 Greene Street, Key West, FL 33040. Following this meeting, a tour of the wastewater and stormwater collection systems will be conducted.

A tour of the wastewater treatment plant (WWTP) is scheduled for September 6, 2013 at 11:00 AM. The WWTP is located on United States Navy (US Navy) property which requires the proposers to submit an "Application for Activity Access" for each person attending the tour. Each individual who intends to attend the tour must obtain a clearance form in person and have a vehicle inspection performed between the hours of 7:00 AM and 10:00 AM on September 6, 2013 only. Proposers without a clearance form will not be allowed access to the WWTP property. Directions to the US Navy security checkpoint will be provided at the Pre-Proposal meeting.

Attachment 2 is a hard copy of the "Application for Activity Access". It is preferred that the proposer(s) contact Ms. Isabel Botero for an electronic copy to complete. Applications must be received by 12:00 PM (noon) on August 30, 2013 for the approval process. Each member of the proposer's team must complete this form for access to the WWTP. Ms. Botero's contact information is below:

Ms. Isabel Botero, P.E.
Engineering Manager
Black & Veatch Engineering
1300 Concord Terrace, Suite 120
Sunrise, Florida 33323
(954) 838-0686, ext. 16
Boteroi@bv.com

BACKGROUND INFORMATION

Wastewater Treatment Plant

The Richard A. Heyman Environmental Protection Facility is an advanced wastewater treatment facility with a permitted capacity for the annual average daily flow of 10.0 million gallons per day (mgd). The major components of the treatment plant processes include influent screening, grit removal, diffused aeration basins, anoxic mixing zones, a re-aeration zone, secondary clarification, cloth filtration, ultraviolet disinfection, effluent pumping and disposal through deep well injection, aerobic sludge holding tanks, belt filter presses, and a backup emergency generator. A copy of the Florida Department of Environmental Protection Domestic Wastewater permit is included as Exhibit C in Attachment 1. The treatment plant is in compliance with the permit parameters and treats around 4.5 mgd on an annual average daily flow.

Wastewater Collection System

The City has approximately 55 miles of wastewater collection main and 24 lift/pumping stations. In the early 2000's, the City completed an aggressive repair, replacement, and upgrade to the collection system which resulted in an approximate 50 percent reduction of inflow/infiltration into the system and lowered the associated salinity concentrations to less than 3 percent. The collection system also consists of 9 flow meters (to monitor and maintain) which measure the contribution of wastewater flow from Navy facilities on the island.

The lift/pumping stations are monitored with control capability via SCADA. The levels of the lift station wet wells are monitored with ultrasonic sensors, bubbler systems, pressure switches, or float systems. 5 of the lift/pumping stations have odor control systems installed and most stations are equipped with pad mounted backup generators, some are equipped with portable generators.

Stormwater System

The stormwater collection system has approximately 49,500 linear feet of piping, with associated catch basins, manholes, and basin strainers. The system consists of approximately 79 outfalls, 138 gravity recharge wells, 4 pumping stations with discharge into injection wells (a 5th under construction), 2 smaller pumping stations with discharge into collection ponds, and trench drains of various sizes.

The 4 pumping stations are equipped with bar screens and vortex units on the pump suction side. 3 of the 4 stations have pad mounted backup generators while the remaining pump station has connections for a portable generator. Additionally, one pump station is designed with bypass piping to aide with high water events.

In 2012, the City completed an update to their Stormwater Master Plan with focus on geographic information system (GIS) mapping, additional mitigation projects, and Best Management Practices (BMPs) as related to water quality.

Laboratory

The laboratory at the Richard A. Heyman Environmental Protection Facility is certified by the Florida Department of Health, Bureau of Laboratories in the non-potable areas of general chemistry and microbiology. Some of the current laboratory performance areas include, but not limited to, process control at the treatment plant, collection system and ocean outfall monitoring, regulatory data entry and reporting, quality assurance and quality control programs, and an operating software program for data storage and acquisition.

The laboratory also maintains a scope of accreditation with the National Environmental Laboratory Accreditation Program (NELAP) for non-potable Carbonaceous Biological Oxygen Demand (CBOD), Residue-Nonfilterable (TSS), Enterococci, and Fecal Coliforms. Maintaining this certification is beneficial to reporting and certifies bacteriological analysis on beach outfalls per FDEP requests.

SCHEDULE AND AWARD

This RFQ is the only public announcement for procurement of Professional Contract Services to operate, maintain, and manage the City's wastewater treatment plant, wastewater collection and lift/pumping stations, and stormwater collection and pumping stations. The information obtained through the Statement of Qualifications (SOQ) will be used to determine a short list of one or more firms, and based on the selection and scoring criteria. The short listed firms may be invited to make a technical presentation to the City Commission on November 5, 2013, after which, the City Commission will rank the Respondent's based on their proposals and expertise. Contract negotiations will then begin with the first ranked firm. The expected schedule is outlined below:

DATE	MILESTONE
August 19, 2013	Advertisement: Request for Proposal
August 30, 2013	Applications for Activity Access Due for Site Visit Attendance
September 5, 2013	Mandatory Pre-Proposal Meeting (with site visits) - 1:30 PM
September 6, 2013	Mandatory (WWTP visit) - 11:00 AM
September 16, 2013	Deadline: Requests for Information (RFI)
September 20, 2013	Response: Requests for Information (RFI)
October 2, 2013	Proposal Due Date
October 16, 2013	Public Meeting: Review Committee Ranking and Review Meeting - Opening of pricing envelopes
October 17, 2013	Notification of Ranking Results
November 5, 2013	City Commission Presentation & Selection of firms
November 12, 2013	Start Contract Negotiation
December 12, 2013	End Contract Negotiation
January 7, 2013	City Commission - Contract Approval
March 1, 2014	Signed Contract - NTP

SELECTION AND SCORING CRITERIA

The following steps will be followed in the selection and scoring process:

1. City management and staff will review each response that is submitted and determine which ones are considered responsive to the Request for Proposals (RFP).

2. The Review Committee tasked with the review of the responses to the RFP will rank the responses in a publicly advertised meeting using the selection criteria matrix on the next page.

3. Management Fee Proposal, which shall be submitted in a separate envelope, will not be opened and scored until qualifications proposals have been reviewed and scored.

4. The ranking and selection of the firms will be presented to the City Commission for approval.

5. Firms may be required to give a presentation to the City Commission at the November 5, 2013 Commission Meeting. Presentations shall not exceed 10 minutes or of such time as allowed by the Commission.

6. The City Commission reserves the right to accept the recommendation of the evaluation team or approve an alternative ranking and selection.

7. City Commission will authorize the City Manager to negotiate a contract with the highest ranked firm as determined by the City Commission. If the City Manager is unable to negotiate a satisfactory contract with the highest ranked firm, the City Manager will terminate negotiations and then negotiate with the second highest firm and so on in the order of preference if needed.

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Proposals for Professional Contract Services to Operate, Maintain, and Manage the City's Wastewater Treatment Plant, Wastewater Collection and Lift/Pumping Stations, and Stormwater Collection and Pumping Stations

Project Number: RFP 09-13

Company or Firm: _____

Date: _____

PROPOSALS SCORING MATRIX

TASK NO.	SELECTION CRITERIA	POINTS ALLOWED	POINTS AWARDED
SOQ Document	SOQ Submittal Quality, Documentation, and Information	0 - 5	
Task 1.0	Company Overview	0 – 12	
Task 2.0	Qualifications and Experience	0 – 45	
Task 3.0	Technical Approach	0 – 35	
Task 4.0	Licenses and Certifications	0 – 8	
Task 5.0	Safety	0 – 10	
Task 6.0	Corporate Capability	0 – 25	
	Regional Presence in Florida	0 – 25	
	Management Fee	0 - 60	
	TOTAL SCORE	**235**	

Management Fee Point Assignment:

The points for the Management Fee percent value submitted with the Proposal shall be assigned using the following equation.

$$Points = 100 - (5 \times Management\ Fee)$$

A sample calculation is included in the following paragraphs.
Management Fee Proposed = 12%

Calculation of Proposer Points using equation:

$$Points = 100 - (5 \times 12)$$
$$Points = 100 - (60)$$
$$Points = 40$$

Management fees values resulting in points less than 0 shall not be accepted. The maximum value of points allowed shall be 60 points.

PROPOSAL - STATEMENT OF QUALIFICATIONS SECTION

The format of the Proposal's Statement of Qualifications will be limited to 75 single sided pages (8.5" x 11"), with a font size of 12 point, and tabbed so responses are presented in the order of the Tasks outlined below. This format provides a clear and consistent order for the reviewers while they are evaluating each Respondent's qualifications. Please review the additional requirements identified in the **"CALL FOR REQUEST FOR PROPOSALS".**

The deadline for submitting responses to the CITY CLERK is October 2, 2013 and not later than 3:00 PM. Any responses received after said date and time will not be considered. The submittal package will include responses to the Statement of Qualification Tasks below and signed execution of the Anti-Kickback Affidavit, Sworn Statement Under Section 287.133(3)(a) Florida Statutes on Public Entity Crimes, and Equal Benefits for Domestic Partners Affidavit Forms which follow this section.

Task 1.0 - Company Overview

1.1 Provide a statement of the Company's management philosophies and practices. Describe the relationship of these philosophies and practices to full service contract operations. Provide examples of successful execution.

1.2 Provide a summary of the Company's capability, engineering/staffing resources, and adaptability/availability to unforeseen conditions or changes in South Florida. Provide examples of this capability and resources.

1.3 Provide a summary of the Company's employee benefits program as related to full service contract operations and maintenance. As a part of the employee benefit program summary provided, please identify any differences in the benefit structure between salary and hourly employees. Provide an unbundled pay range classification (salary, benefits, overhead, and profit) for each designated position which includes employee benefits.

Task 2.0 – Qualifications and Experience

2.1 Provide a reference list that demonstrates the Respondent's wastewater/stormwater contract operations business experience of at least 5 years. Facilities located in Florida with an advanced wastewater treatment facility with an average daily flow of 5 mgd or greater. Include the following information for each contract:

- Name of client
- Location
- Contact name, phone number and email address
- Size and type of facility
- A summary of the operation and maintenance services provided

2.2 Provide a description of current wastewater treatment facilities that are under full service contract operations in the State of Florida. Identify the current length of time in the existing contract, the types of treatment processes, the plant's capacity, and a summary of the operation and maintenance requirements. It is preferred to review treatment plants with advanced wastewater treatment techniques that are designed between 5 to 15 mgd and possible influence by salt water intrusion.

2.3 Provide a description of current wastewater collection and pumping stations that are under full service contract operations in the State of Florida with preference to South Florida. Identify the length of time in the existing contract, miles of system to maintain, number of pumping stations, odor control techniques, and a summary of the operation and maintenance requirements. It is preferred to review systems with over 50 miles of wastewater collection, with multiple pumping stations, experience with lift stations operating in series, and practices used with fully charged collection systems during high water events.

2.4 Provide a description of current stormwater collection and pumping stations that are under full service contract operations in the State of Florida with preference to South Florida. Identify the length of time in the existing contract, miles of system to maintain, number of pumping stations, and a summary of the operation and maintenance requirements. It is preferred to review systems with at least 5 to 10 miles of stormwater collection piping, with multiple pumping stations, and examples of best management practices used during high water events.

2.5 Provide a description, along with years of experience that demonstrates the Respondents ability to operate and manage an environmental laboratory to NELAC standards. Identify the software package used for process data storage and acquisition and how this information is used for process control. Also, provide a statement that demonstrates the Respondent's ability to develop a successful process control program with quality assurance and quality control measures.

2.6 Provide a description of your existing emergency preparedness policy and procedure and provide incident(s) where the Respondent's emergency preparedness procedures and resources were implemented. Include any pre-planning activities, activities during the event, recovery efforts, and outside resources where applicable. Identify the lessons learned and outcome from the incident, and if the incident was managed through the existing budget.

2.7 For all previous and current full service contract operations over the past 10 years, provide a summary of any reported failures with regulatory compliance permits; failures to meet contractual or financial obligations, default, or any other type of standard obligation. Also include any awards or recognitions received as the contract operator.

Task 3.0 – Technical Approach

3.1 Provide a list of key personnel and associated positions illustrating experience in process control, equipment maintenance, laboratory, and instrumentation knowledge. Identify the qualifications for each position and a one page resume of all key personnel. Discuss the roles of the key personnel and time commitment as related to the ensuing contract.

3.2 Provide a summary of the Respondents understanding of the scope of work, the contract approach, the budgetary process, and a draft staffing plan that includes an organizational chart.

3.3 Provide a description of the philosophy and approach to maintenance procedures, process control, Computerized Maintenance Management Systems (CMMS), spare

parts inventory, and asset management systems. Identify the CMMS system used for tracking maintenance. Identify programs and procedures that are used to facilitate appropriate maintenance procedures in accordance with manufacturer's recommendations and best industry practices. Briefly discuss the relationship between maintenance, asset management, and capital improvement programs and provide examples of successful programs. Identify examples of the type of maintenance activities that will be performed in-house and anticipated out-sourced activities.

3.4 Describe the Respondents communication plan for handling any and all complaints, system or process problems, inquires from the City or other governmental agency, and members of the public. Identify procedures for both routine and emergency type conditions.

3.5 Provide a description that demonstrates the Respondent's possess at least 3 years experience in operating a wastewater treatment facility with effluent disposal through deep-well injection. Please include the capacity of the wastewater treatment facility and effluent quantities for deep-well injection.

3.6 Provide a description that demonstrates the Respondent's possess at least 3 years experience in operating and maintaining wastewater collection and stormwater systems. This experience must include cleaning, televising, grouting/sealing, piping repairs, manhole repair/rehabilitation, pumping station maintenance, odor control systems, trench drain installations, pipe line extensions and/or relocations, and service line connections.

3.7 Provide a statement that demonstrates the Respondent's employee training program, cross training program, succession planning, and professional development for staff.

Task 4.0 – Licenses and Certifications

4.1 The CITY's wastewater treatment facility is a Category II, Class A facility as defined by Chapter 62-999 of the Florida Administrative Code (FAC). Provide a statement of the Respondent's strategy to meet and/or exceed the FAC certification requirements for staffing at the treatment plant, along with the collection systems.

4.2 Provide a list and copies of all current licenses and certifications held by the Respondent and their key personnel. Copies should include Name, State of Issuance, License or Certification Number, Date of Issuance, and Expiration Date. (Copies of the individual licenses are not included as part of the page count.)

Task 5.0 - Safety

5.1 Provide a description of the Respondent's safety program and approach for planning and training. Identify the effectiveness of the program and how performance is tracked. Include performance as a company and within the State of Florida.

5.2 Provide a list of all State and/or OSHA safety citations within the past 5 years for facilities operated by the Respondent in the State of Florida. The list should include incident reports, lost time from job, types of injuries, and worker's compensation claims.

Task 6.0 – Corporate Capability

6.1 Respondent must show a record of corporate financial stability and commitment to full service contract operation and maintenance of municipally owned wastewater and stormwater systems to include, but not limited to, a current financial statement, certified annual financial statement, and annual report for the past 5 years.

6.2 Provide any bankruptcy filings information by Respondent and/or Company in the past 5 years.

6.3 Respondent must provide an Affirmative statement to keep in full force and affect at all times the City's minimum Insurance limits and Indemnification agreements. See Attachment 1 for these requirements.

6.4 The Respondent must answer the following questions completely. Failure to do so will deem the submitted Statement of Proposals as non-responsive and removed from further consideration during the selection process.

6.4.1 Fully disclose all details regarding corporate ownership. Briefly discuss any changes in corporate ownership or company name, over the past 10 years, as well as any changes to corporate officers over the past 5 years.

6.4.2 Has the Respondent, its parent company, or its owner ever been terminated, replaced, or failed to complete work awarded under any operations and maintenance contract? Has another operator ever replaced the Respondent, its parent company, or its owner before the end of your contract terms? If so, name the client and describe the circumstances.

6.4.3 Fully disclose all pending or completed investigations by Federal, State, or Local authorities regarding business practices of the Respondent. If so, identify the agency, dates of the investigation and status/outcome of the investigation.

6.4.4 List all pending or completed litigation in which a customer (client) has named your firm a defendant. Identify the client organization, details of the litigation, and status/outcome of the litigation.

6.4.5 List all fines and/or civil penalties greater than $10,000 resulting from effluent or water quality permit non-compliance within the last 5 years. Describe the circumstances of each instance; list the amount of the fine and date of the violation.

6.4.6 Does your firm have any pending environmental violations? Please describe. If so, could they cause an adverse impact in your ability to perform the ensuing contract services?

6.4.7 List all the instances in the past 3 years where your company, parent company, or owner experienced debt, bond, or stock rating instability or discrediting by outside rating agencies. Provide a debt rating report from sources such as Standard and Poors, or Moody's, or a bank reference. Describe any financial commitments or liabilities that could cause an adverse effect on the ensuing contract and your ability to perform the services provided for in the contract.

6.4.8 Provide an Affirmative Statement that your firm is willing to execute the attached contract as written, pending negotiation of Direct and Indirect Costs, and Profit Margin.

-OR-

Provide a detailed list of sections which your firm would like change and propose specific language you are requesting.

6.4.9 Provide an Affirmative Statement that you are willing to give all existing plant and maintenance employees (below the position of Plant Manager) the right for first refusal commensurate with their ability to perform the job.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____day of _____, 20___.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

_____and (if applicable) its Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate was placed on the convicted vendor list. Them has been a subsequent proceeding before a hearing officer of the Sate of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

_____
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
(Name of individual signing)

the space provided above on this _____day of _____, 20___.

My commission expires: _____
NOTARY PUBLIC

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____day of _____, 20___.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

(1) ***Benefits*** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2) ***Bid*** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3) ***Cash equivalent*** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4) ***Contract*** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

(5) ***Contractor*** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

(6) ***Covered contract*** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars ($20,000).

(7) ***Domestic partner*** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a

jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or
(2) The city may terminate the covered contract; or
(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
(4) The city may also pursue any and all other remedies at law or in equity for any breach;
(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.
(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
(3) The contractor is a governmental entity.
(4) The sale or lease of city property.
(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

a. The covered contract is necessary to respond to an emergency.
b. Where only one bid response is received.
c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____ day of _____, 20___.

_____
NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

3) Oral communications at duly noticed pre-bid conferences;

4) Oral presentations before publically noticed evaluation and/or selection committees;

5) Contract discussions during any duly noticed public meeting;

6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

MANAGEMENT FEE AFFIDAVIT

1. This sworn statement is submitted with Request for Proposals (RFP) No. 09-13 for Professional Contract Services to Operate, Maintain, and Manage the City's Wastewater Treatment Plant, Wastewater Collection and Lift/Pumping Stations, and Stormwater Collection and Pumping Stations

2. This sworn statement is submitted by

   _____
   (Name of Business submitting sworn statement)

3. Management Fee includes the contract operator's overhead and profit.

The proposed Management Fee submitted by _____ is: _____%
(Business submitting Management Fee)

_____
Signature of Authorized Representative

STATE OF _____)
: SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ who is personally known to me or has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF _____
(Signature of Notary Taking Statement)

_____
(Name of Acknowledger Type, Printed or Stamped)

My Commission Expires: _____

All Vendors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal & Advertising Injury $300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability
- CG2010 (1185) or Equivalent
- No exclusion for XCU
- Products / Completed Operations
- Personal Injury
- Commercial Form
- Broad Form Property Damage
- Premises / Operations
- Independent Contractors (if any part of the work is to be subcontracted out)

Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Pollution Liability:	$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability:	$4,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Vendor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Vendor must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Vendor's policies must be endorsed to give no less than thirty (30) days notice to the City in the event of material change or cancelation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to vendor.

Attachment No. 1

Draft Agreement and Scope of Services

(For Review and Comment Only)

AGREEMENT FOR OPERATIONS, MAINTENANCE,
AND MANAGEMENT SERVICES FOR
The CITY OF KEY WEST, FLORIDA, WASTEWATER FACILITIES

THIS AGREEMENT made this ___ day of March, 2014, by and between the City of Key West, Florida, a Florida municipal corporation (the "City") with an office located at 525 Angela Street, Key West, Florida 33040, and *INSERT COMPANY NAME*, a *INSERT STATE* OF corporation (hereinafter the CONTRACTOR) with an office located at *INSERT ADDRESS*.

W I T N E S S T H :

WHEREAS, the City intends to hire a management company to operate, maintain and manage the wastewater treatment plant and related facilities (including collection and stormwater systems);

WHEREAS, the CONTRACTOR is a corporation engaged in the business of operating, maintaining, and managing such wastewater treatment plants and related facilities; and

WHEREAS, the City desires to receive, and the CONTRACTOR desires to provide, services for the operation, maintenance, and management of the wastewater treatment plant and related facilities (including collection and stormwater systems).

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

1. Premises.

The foregoing recitals are hereby made a part of this Agreement.

2. Definitions.

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

2.1. Adequate Nutrients. Plant influent nitrogen, phosphorous, and iron contents proportional to BOD_5, in the ratio of five (5) parts nitrogen, one (1) part phosphorous and one-half (0.5) part iron for each one hundred (100) parts BOD_5.

2.2. Biologically Toxic Substances. Any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the Wastewater required to meet the discharge requirements of the NPDES Permit. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, and herbicides.

2.3. Purchasing Practices. Contractor must follow all City travel policies when travel relates to the Key West project and/or when expenses are allocated to the Key West Project. Airline tickets and other transportation requirements shall be purchased from the most economical and practical carrier. Tickets will be advance purchase unless the travel is on an emergency basis. Meal reimbursements are subject to the City, per diem rate as allocated, based on the travel items. No alcoholic beverages or other personal items will be reimbursed. City travel policies will be provided to the Contactor and will be followed in every respect.

No entertainment expenses of any kind will be charged to the Key West project "Direct Costs".

Corporate or regional expense allocation (split) will not include items otherwise defined as nonbillable expenses.

Purchasing practices under the terms of the contract shall follow the City's purchasing ordinance when purchases are made by the Contractor as a "Direct Cost". If the Contractor desires to modify any such purchasing procedure, the Contractor shall submit in writing a justification to the City for approval. When it is in the City's best interest for the Contractor to select vendors for reasons other than lowest price, the Contractor will document and disclose the reasons to the City for approval. The Contractor's nation or regional purchase agreements/contracts will be nonbinding on the Key West project. The Contractor will coordinate with the City by following City purchasing policies when direct purchases are to be made outside the scope of the contract.

The Contractor shall provide the City a list of anticipated equipment or materials, with justification for SOLE SOURCE purchases within 30 days of the Notice to Proceed for City Approval. Thereafter, the list shall be updated and resubmitted to the City within the first 30 days of the start for each fiscal year. As needed, the Contractor may also request SOLE SOURCE approval throughout the fiscal year.

City purchasing policies will be provided to the Contractor after the award of Contract.

The City encourages the Contractor to be a good corporate citizen; however, the City does not want said participation to be passed on to the City ratepayers. Community

involvement in any form of contributions, fees or inkind services (employee time) shall not be billed to Key West project "Direct Cost". Where it is expedient for an employee to participate in community involvement during working hours, said employee will be required to make up and document time (flex time).

Company parties, Christmas parties and employee award programs shall not be charged to "Direct Cost".

Computer leases, once the actual cost of local hardware and local software is recovered, no computer lease charges will appear as "Direct Cost" and the City will own all hardware and software charged to "Direct Cost". Computers charged to the project will remain property of the City. The total amortized cost charged to "Direct Cost" shall be disclosed to the City and shall not exceed reasonable market prices. All computers on site at the Key West project are City property. Computer upgrades will be required through established budgeting procedures subject to prior City approval.

Personally assigned vehicle costs (for the Project Manager) billed to "Direct Cost" shall not exceed $300.00 per month without written prior City approval. City agrees to review new lease terms at the expiration of the current and subsequent leases.

Key West Project Reviews: Internal or external "project review" or other quality assurance program costs (except budgeted "quality training programs") will not be charged as a "Direct Cost".

New Project Startups (off-site): When Contractor employees of the Key West project help in new Contractor project startups, their salary and wage costs will be charged to the new Contractor project that is receiving their assistance. Any charges for overtime or temporary workers required due to their absence will be charged as a "Direct Cost" to Key West, as long as such temporary costs do not exceed the wage or salary cost of the employee participating in the new project startup.

Project Evaluations (off-site): When Contractor employees of the Key West project participate in off-site evaluations or reviews of existing or potential Contractor projects, their salary will be charged to Key West, as there is a definite benefit to Key West in exposing staff to new ideas, technologies and approaches to wastewater operations and maintenance. However, Key West will not be charged for any overtime or temporary labor associated with these employees being away from the project.

The Contractor will establish accounting procedures to segregate nonbillable costs as they are incurred. Contractor employees who have budget, accounts payable or purchasing responsibilities will be trained on what is nonbillable and how said cost shall be treated. Internal control procedures shall be established to review all "Direct Costs" to ensure proper handling of nonbillable cost.

The Contractor acknowledges the City's right to receive summary and detailed accounting records with associated source documents as frequently as deemed necessary by the "City's Representative".

Moving and Relocation expenses for the Project Manager will not occur more often than three years per assignment and will not exceed the current City policy amount as shown in the record for the City Manager. If it becomes necessary to move the Project Manager before the three-year limit for the Contractor's convenience, the Contractor will bear the expense of moving a new manger to the site. Should the City Commission request the Project Manager be replaced for any reason, Key West will bear the expense of moving a new manager to the site.

2.4. City's Representative. The person designated in writing, by the City Manager, to act on behalf of the City as its authorized representative in dealing with the CONTRACTOR under this Agreement.

2.5. Direct Cost. The cost incurred for the direct benefit of the Facilities, including, but not limited to, expenditures for direct labor, employee benefits, chemical lab supplies, repairs, repair parts, maintenance, parts, safety supplies, gasoline, oil, equipment rental, office supplies, other supplies, uniforms, telephone, postage, electricity, water, utilities, tools, insurance, professional memberships, and training supplies.

Direct Cost shall not include labor or other charges for Regional, District or Corporate personnel, offices or activities. All such costs shall be recovered through indirect cost and management fee provided for below.

2.6. Total Actual Direct Cost. The actual Direct Cost incurred by the CONTRACTOR in any one Fiscal Year for the operation of the Facilities.

2.7. Total Budget Direct Cost. The amount of Direct Cost agreed upon by the parties in the annual budget determined pursuant to Section 5.3 hereof, a copy of which budget for the first Fiscal Year hereof is attached hereto as Exhibit F and, by this reference incorporated herein. A copy of the 2014 approved Total Budget Direct Costs will be provided to the Contractor following Commission Approval. For reference, Exhibit F illustrates prior budget year approvals for "Direct Costs".

2.8. Total Budget Amount. The sum of Total Budget Direct Cost plus *INSERT MANAGEMENT FEE PERCENT* (___%) of Total Budget Direct Cost which (___%) percent figure shall constitute the CONTRACTOR's indirect costs and management fees.

2.9. EPA. The United States Environmental Protection Agency.

2.10. FDEP. The Florida Department of Environmental Protection.

2.11. Facilities. All equipment, vehicles, grounds and facilities described in Exhibit B attached hereto and, by this reference, incorporated herein.

2.12. Fiscal Year. The City's fiscal year commencing on October 1 and ending on September 30 of each calendar year.

2.13. Inflow/Infiltration. The inflow and infiltration of outside elements into the wastewater system as those terms are commonly used in wastewater treatment practices.

2.14. NPDES Permit. The Florida Department of Environmental Protection Domestic Wastewater Facility Permit FLA147222 effective on June 18, 2009 with and expiration date of June 17, 2014, a copy of which is attached hereto as Exhibit C and, by this reference, incorporated herein, as may be amended or such other permit as is in effect during the term hereof.

2.15. Navy Easement. The Grant of Easement dated March 31, 1986, by and between the United States of America, acting by and through the Department of the Navy, and the City, a copy of which is attached hereto as Exhibit A and, by this reference, incorporated herein, which easement allows the use by the City, subject to the terms contained therein, of the property described in Exhibit D attached hereto and, by this reference, incorporated herein.

2.16. Non-Processible Waste. Any ashes, foundry sand, human remains, animal carcasses, tree trunk sections, branches and stumps, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agriculture machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, any matter or material the incineration of which in the Facility is prohibited by any law, ordinance, rule, or regulation of any government or public agency having jurisdiction over the Facility and its operations, noncombustible construction material or demolition debris, and hazardous waste, such as, but not limited to, explosives, hazardous chemicals, radioactive materials, cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, or drugs.

2.17. The CONTRACTOR's Representative. The person designated in writing, by the CONTRACTOR, to act on behalf of the CONTRACTOR as its authorized representative in dealing with the City under this Agreement.

2.18. Plant. The wastewater treatment plant and all appurtenances thereto but not including any pump stations, lift stations or pipes located outside the physical structure of the building and structures.

2.19. Processible Waste. Wastewater brought to the Plant other than Non-Processible Waste.

2.20. Collection System. All components of the sewer collection system from (and excluding) lift stations, including gravity lines, force mains, and manholes.

2.21. Pump Stations/Lift Stations. The pump stations/lift stations are located as described on Exhibits B and G attached hereto.

2.22. Wastewater. The water carried through the wastewater collection system of the City and brought to the Plant for treatment and discharge.

2.23. Effluent Systems. The wastewater treatment plant point of discharge from the plant to the injection wells.

2.24. Navy Flow Meters. The Navy Flow Meters located as described on Exhibit B attached hereto.

2.26. Stormwater Drainage System. All components of the stormwater collection system to include minor pipe and catch basin repair and improvements.

3. Scope of Services.

3.1. The City hereby hires and contracts with the CONTRACTOR to operate, maintain, and manage the Facilities during the term hereof and upon the terms contained herein. The CONTRACTOR shall not subcontract or assign any portion of this contract without prior written approval of the City.

3.2. The CONTRACTOR.

3.2.1. Staffing. The CONTRACTOR will staff the facilities with its own employees who are qualified in wastewater and stormwater utility operations, maintenance, and management. The CONTRACTOR shall, at all times during the term hereof, provide qualified personnel needed to ensure the adequate and satisfactory monitoring and performance of the Facilities as required pursuant to this Agreement or by law. The CONTRACTOR may utilize any and all other additional personnel that may be necessary for the operation of the Facilities during abnormal or emergency conditions for Key West, Florida, upon receipt of approval of such additional personnel by the City. The CONTRACTOR shall be compensated for the costs of such personnel pursuant to Section 3.2.5 hereof. The CONTRACTOR shall submit the name of the Project Manager to the City for approval, which approval shall not be unreasonably withheld. If the City does not approve the person submitted by the CONTRACTOR, then the CONTRACTOR shall select another candidate for approval by the City. The CONTRACTOR shall reassign the Project Manager upon receipt of notice from the City that said Project Manager is no longer acceptable to the City.

3.2.2. Training. The CONTRACTOR shall provide classroom and on-the-job training for its employees to ensure proper and safe operation of the Facilities and to maintain the competency levels required by State of Florida certification standards. These training programs will be patterned after the CONTRACTOR programs currently utilized at other of the CONTRACTOR-operated facilities. The cost of these programs will be the sole responsibility of the CONTRACTOR as part of “Direct Cost”. Where appropriate, said training will be made available to other City personnel.

3.2.3. Equipment.

The CONTRACTOR shall, at its own cost and expense, provide all materials and equipment necessary for the operation and maintenance of the Facilities. The CONTRACTOR shall also maintain and furnish to the City on the first day of each Fiscal Year, a current inventory listing the tools and equipment acquired by it for the City with budgeted funds during the previous Fiscal Year, containing the following information: reasonably detailed description of such tools and equipment; the date of purchase; the identification number, if any; and the manufacturer's name.

Such tools and equipment acquired by the City or by the CONTRACTOR for the City with budgeted funds will remain a part of the Facilities upon termination of this Agreement. Upon the termination of this Agreement, the CONTRACTOR will provide the City with the same quantity of fuel and chemicals, or the equivalent thereof, as are on hand at the commencement of operation of the Facilities. The CONTRACTOR shall take all steps necessary to preserve and maintain any warranties on any of the tools, equipment, and Facilities components and to keep the City informed in a timely manner of any and all steps taken to preserve and maintain such warranties.

3.2.4. Operation of Facilities. The CONTRACTOR shall, at a minimum, provide the following services during the continuing operation of the Facilities:

3.2.4.a. Respond immediately to, and immediately commence resolution of, any and all complaints concerning the Facilities made by the City, any other governmental agency, or any other person, agency, or body;

3.2.4.b. Periodically utilize all dormant equipment to ensure the proper functioning and maintenance of such equipment;

3.2.4.c. Maintain throughout the contract all Collection Systems, Stormwater System, Effluent Systems and Pump Stations/Lift Stations;

3.2.4.d. Comply with any and all terms of the Navy Easement of which it has control, and assist the City in complying with all other terms thereof;

3.2.4.e. Operate the Facilities unmanned for up to eight hours at a time as required by the Navy and at any time specified by the Navy. When the CONTRACTOR vacates the Facilities pursuant to the Navy's request, the Facilities shall be operating properly and shall continue to so operate under normal conditions for Key West, Florida, during the entire time that the CONTRACTOR is required to leave the Facilities unmanned;

3.2.4.f. Observe all rules and regulations concerning the exercise of the rights of ingress and egress to and from the Facilities;

3.2.4.g. Operate, maintain and repair the stormwater and wastewater Pump Stations/Lift Stations described in Exhibits B and G as consistent with normal wastewater treatment plant practices;

3.2.4.h. Operate, maintain and repair the WWTP described in Exhibit B as consistent with normal wastewater treatment Plant practices;

3.2.4.i. Operate, maintain and repair the entire City sewage collection and stormwater systems and discharge force mains of the Lift Stations described in Exhibits B and G and through the Effluent System.

3.2.4.j. Operate the Plant continuously, as consistent with normal wastewater treatment plant practice so as to maximize the efficient treatment of Wastewater;

3.2.4.k. Clean, maintain and minor repair of approximately 49,500 feet of storm sewer pipe with catch basins and injection wells;

3.2.4.l. Clean, maintain and repair Effluent System Deep Injection Well(s);

3.2.4.m. Installation of new small basins and French drains. Repair minor structural damage to stormwater system including up to 200 LF of stormwater collection system pipe;

3.2.4.n. Navy Flow Meters. Operate and maintain the Navy Flow Meters described in Exhibit B as consistent with normal wastewater treatment plant practices.

3.2.4.o. Provide twenty-four-hour access to the Facilities for the City's personnel. Visits to the Plant by the City's personnel may be made at any time by any of the City's employees so designated by the City's Representative. Keys to the Plant shall be provided to the City by the CONTRACTOR. All visitors to the Facilities shall comply with the CONTRACTOR's operating and safety procedures;

3.2.4.p. Provide adequate security of the Facilities at all times;

3.2.4.q. Continue training programs for all of the CONTRACTOR's employees;

3.2.4.r. Maintain a state of readiness and responsiveness to requests and/or after hour callouts on a 24 hour, 7 days per week basis. Such activities could include but not limited to, collection main blockages, broken mains, high water events (flooding), pump station failures, treatment plant upsets, and power outages.

3.2.5. Additional Services. The CONTRACTOR shall provide and perform any other services that are outside of, or in addition to, the scope of services as provided herein, upon direction by the City. Such services will be invoiced to the City at the CONTRACTOR's actual cost plus *INSERT MANAGEMENT FEE PERCENT* (___%).

3.2.6. Direct Cost. The CONTRACTOR shall pay all Direct Cost incurred in the normal operation of the Facilities.

3.2.7. Wastewater Treatment. The CONTRACTOR shall manage, operate, and maintain the Facilities to the extent that the design capacity and capability of the Facilities permit such operation so that, at a minimum, the effluent discharge from the Facilities meets the requirements specified in Exhibit E attached hereto, as may be amended from time to time, and, by this reference, incorporated herein. The CONTRACTOR may reasonably alter the process and/or Facilities to achieve the objectives of this Agreement, provided, however, that no alteration which costs in excess of $2000 shall be made without the City's prior written approval.

3.2.7.a. Acceptance of Processible Waste. The CONTRACTOR shall accept all Processible Waste delivered to the Facilities.

3.2.7.b. Removal of Non-Processible Waste. The CONTRACTOR shall remove non-processible Waste from the refuse storage pit of the Facilities at its sole cost and expense. All Non-Processible Waste removed by the CONTRACTOR shall be removed from the site promptly by the CONTRACTOR and delivered to the City's Rockland Key Transfer Station or such other FDEP approved landfill or such other FDEP approved compost site as may be designated by the City at the CONTRACTOR's sole cost and expense, except that the City shall pay for the increase in transportation of the Non-Processible Waste to such other landfill or compost site as part of the annual Budgeted Direct Cost.

3.2.7.c. Removal of Process Residue. The CONTRACTOR shall remove all Process Residue (i.e., screenings, grit and sludge) resulting from the processing of Processible Waste in the Facilities at its sole cost and expense. All Process Residue removed by the CONTRACTOR shall be removed from the site promptly by the CONTRACTOR and delivered to the City's transfer station or such other FDEP landfill or such other compost site as may be

designated by the City at the CONTRACTOR's sole cost and expense, except that the City shall pay for the increase in transportation of the Process Residue to such other FDEP landfill or compost site as part of the annual Budgeted Direct Cost.

3.2.8. Maintenance, Repair and Replacement.

3.2.8.a. General. The CONTRACTOR shall, at its sole cost and expense, maintain the Facilities and grounds in good condition and repair, including making any and all necessary repairs and replacements consistent with standard wastewater treatment plant practices. The CONTRACTOR shall maintain the safety of the Facilities at a level consistent with applicable law and normal wastewater treatment plant practices for facilities of similar magnitude. The CONTRACTOR shall maintain the site, access roads, drives, parking lots, buildings, and other such appurtenances in good repair and in a neat, orderly, and litter-free condition in order to protect the Facilities against deterioration and to maintain the aesthetic quality of the Facilities. The CONTRACTOR shall correct any material deficiencies, inefficient operation and maintenance of the Facilities throughout the term hereof pursuant to the provisions hereof for normal conditions in Key West, Florida, and in accordance with standard wastewater treatment practices. The City shall have the right to inspect all records in detail during normal business hours. The CONTRACTOR shall maintain the Facilities in such a manner as to keep all warranties in full force and shall not act, or allow any other party to act, so as to interfere with the effectiveness of such warranties.

3.2.8.b. Preventive Maintenance. The CONTRACTOR shall create and implement a plan for a preventive maintenance program for the Facilities and all related equipment, structures, and vehicles consistent with good preventive maintenance practices or the manufacturer's specifications, utilizing its computerized maintenance management system. Such preventive maintenance program shall include, at a minimum, the Collection System, Pump Stations/Lift Stations and all facilities at the WWTP. Collection System preventive maintenance must include line cleaning and Inflow/Infiltration remedial work. The CONTRACTOR shall maintain records of preventive maintenance activities.

3.2.8.c. Corrective Maintenance and Repair. To the limits provided below, the CONTRACTOR will provide corrective maintenance and repairs for the Facilities and all related equipment, structures, and vehicles consistent with good corrective

maintenance and repair practices or the manufacturer's specification, utilizing its computerized maintenance management system. Corrective maintenance and repairs are deemed to be those non-preventive maintenance or repairs which cost less than $5,000, other than repair of damages caused by Force Majeure, as hereinafter defined. During the term of this Agreement, the CONTRACTOR shall use methods of operation and maintenance which shall keep the Facilities in as good or better condition that at the start of this Agreement, excepting normal wear and tear. The CONTRACTOR shall maintain records of corrective maintenance and repair activities.

3.2.8.d. Capital Expenditures and Replacements. Capital expenditure and replacement are deemed to be any repairs or replacements which cost $5,000 or more or which are caused by Force Majeure. The CONTRACTOR shall make no unreasonable request and shall ensure that items requested are reasonable and justifiable to carry out the terms of this Agreement in accordance with professional engineering practices. The City shall consent to all reasonable and justifiable capital expenditures and replacements, which consent shall not be unreasonably withheld. The City's cost of repairing and replacing these items shall be paid for either by reimbursement to the CONTRACTOR or by direct purchase by the City. Emergency items which are identified and which are needed for the safety of workers, will be given first priority. The CONTRACTOR shall submit to the City, by April 10 of each Fiscal Year, a list and estimate of capital expenditures and replacements, if any, to be provided by the City for the succeeding year. Because the City will be responsible for equipment replacement, the CONTRACTOR will submit documentation of the cost effectiveness of "repair versus replace" decisions recommended by the CONTRACTOR.

3.2.9. Analysis. The CONTRACTOR shall provide any and all laboratory testing necessary for monitoring of process control activities and compliance with the NPDES Permit. The CONTRACTOR shall employ and train all laboratory staff to the extent necessary and shall purchase all equipment and supplies necessary for the operation of the laboratory. The laboratory shall maintain an accreditation of NELAP certification for carbonaceous biological oxygen demand (CBOD), residue-nonfilterable (TSS), enterococci, and fecal coliforms.

3.2.10. Annual Budget. The CONTRACTOR shall submit to the City, by April 10 of each year, a budget for the upcoming fiscal year. The budget shall be in City format and shall detail Total Budgeted Direct Cost and the Total Budgeted Amount. The CONTRACTOR shall also include a labor worksheet that identifies the organizational structure by position, the number of employees per position, the

salary per position, and a salary per position which includes the benefits package. The benefits package shall be defined for each position.

3.2.11. Reporting and Documentation.

3.2.11.a. NPDES Permit Reports. The CONTRACTOR shall prepare all NPDES Permit reports and submit them to the City no later than five (5) days prior to the due date for delivery of such reports to the appropriate government body.

3.2.11.b. EPA Reports. The CONTRACTOR shall submit all EPA reports required of the operator of a wastewater treatment facility.

3.2.11.c. FDEP Reports. The CONTRACTOR shall prepare all FDEP reports and submit them to the City no later than five (5) days prior to the due date for delivery of such reports to the appropriate government body.

3.2.11.d. Monthly Operating Reports. The CONTRACTOR will ensure that a certified operator prepares and signs any monthly operating report required by state, federal, or local government bodies or agencies and shall submit them to the City no later than five (5) day prior to the due date for delivery of such reports to the appropriate government body or agency.

3.2.11.e. Reports to the City. The CONTRACTOR shall provide a monthly report to the City of the Direct Cost for the operation of the Facilities for the month covered by such report. The CONTRACTOR shall provide an annual report to the City of all formant equipment and tools, and of all equipment and tools required to be purchased in the next fiscal year. The CONTRACTOR shall provide an annual report to the City comparing the Total Actual and Budgeted Direct Cost and an explanation of all budget variances. The CONTRACTOR shall also provide any other reports to the City that are reasonably requested by the City in the time period and in the manner reasonably requested by the City.

3.2.11.f. Records. The CONTRACTOR shall maintain all records related to the operation, maintenance, and management of the Facilities, including copies of all governmental reports and all financial documents, at the Facilities. Representatives of the City may review said records at any time. The CONTRACTOR shall maintain said records in accordance with sound business practices and generally accepted accounting practices or generally accepted accounting standards adopted by the Government Accounting Standards Board and the Government Financial Officers Association.

3.2.11.g. Emergency Management Plans. The CONTRACTOR within 90 days of the notice to proceed will provide the City with the following emergency management plans, a hurricane plan, a high water/flooding plan, a spill plan, and a public information plan. Thereafter, each plan shall be update within the first 30 days of each fiscal year. The City, as needed, may request additional plans during the course of the contract. Likewise, the CONTRACTOR may have additional plans they desire to provide to the City.

3.2.12. Licenses and Permits. The CONTRACTOR shall act in a timely fashion to initiate an application for, and to maintain, with the City's assistance, all licenses, permits, and warranties necessary for the initial and continued operation of the Facilities. Unless stated otherwise herein, during the term hereof, the CONTRACTOR shall have the obligation to maintain all such licenses, permits, and warranties. The CONTRACTOR shall maintain all such licenses, permits, and warranties on behalf of, and in the name of, the City, at the CONTRACTOR's sole cost and expense. The City shall sign and certify applications for NPDES permits and any other permits in accordance with applicable state and federal laws and regulations.

3.2.13. Force Majeure. The CONTRACTOR shall not be deemed to be in default hereof if performance of the obligations required by this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, hurricane, fire, civil commotion, epidemic, act of government, its agencies or officers, or any other legitimate cause beyond the control of the parties, except any action required to be taken pursuant to the Navy Easement ("Force Majeure"). Upon the occurrence of any such event, the CONTRACTOR shall operate the Facilities on a best effort basis and shall not be responsible for effluent or product water quality/quantity/characteristics, or damages, fines, penalties or claims resulting therefrom. In the event labor stoppage by employee groups (e.g., picketing) causes a disruption of the CONTRACTOR employees entering and working at the Facilities, the CONTRACTOR shall seek appropriate legal injunctions or court order to terminate such disruption.

3.3. Obligations of the City.

3.3.1. Taxes. The City shall pay all property, franchise, or other taxes assessed against either the Facilities or the operation of the Facilities, except that the CONTRACTOR shall be responsible for any sales tax related to the Facilities, or any corporate or income taxes related to its operation, maintenance, and management of the Facilities.

4. Term and Terminations.

4.1. Term. The initial term of this Agreement shall be for (5) years commencing on March 1, 2014 and upon mutual agreement, will be renewable for up to (2) two additional terms of (5) five year periods.

4.2. Termination. The City or the CONTRACTOR shall have the right to terminate this Agreement, with or without cause, upon ninety-(90) days written notice to either party. Either party hereto may terminate this Agreement upon a material breach of the terms hereof by the other party, provided that the non-breaching party gives written notice of the breach to the breaching party and allows said breaching party thirty (30) day to cure, or to take all responsible steps to commence to cure, said breach.

4.3. Operation of the Facilities After Termination. Upon termination of this Agreement, by failure to renew or by termination as provided above. The CONTRACTOR shall continue to provide the operations, maintenance, and management services required hereunder for a period of up to one-hundred eighty (180) days from said termination. During this period, the CONTRACTOR shall assist the City, or any party designated by the City, in assuming the operation, maintenance and management of the Facilities. The City shall pay the CONTRACTOR during this period within thirty (30) days of receipt of an invoice for such costs from the CONTRACTOR.

5. Compensation.

5.1. Fee. Subject to the adjustments contained in Section 5.2 and 5.3 hereof, the City shall pay to the CONTRACTOR as compensation for services performed for each Fiscal Year of this Agreement a fee (the "Fee"), which shall consist of the Total Budgeted Amount. **At least Fifty percent (50%) of the Fee shall be fixed and not subject to the adjustment made pursuant to Section 5.3 hereof (the "fixed" portion of the Fee). The Fee shall not exceed a specified amount determined pursuant to Section 5.2 hereof for each subsequent Fiscal Year. The Fee shall be paid in equal monthly installments.**

5.2. Total Budgeted Amount. The fee paid to the CONTRACTOR as compensation for services performed shall be *INSERT MANAGEMENT FEE PERCENT* (__%) markup over Total Budgeted Direct Cost, plus Total Budgeted Direct Cost. The Management Fee of __% shall remain fixed for the entire duration of the Contract Term and any subsequent renewals. Total Budgeted Direct Cost expended for each Fiscal Year under this Agreement shall be negotiated annually commencing no later than five (5) months prior to the end of the then current Fiscal Year. If the parties fail to agree on the revision to the Fee by August 15 of each Fiscal Year, the Fee will be subject to Section 5.4 (iii) hereof, and be determined by arbitration pursuant to Section 9 hereof unless said date is mutually extended.

5.3. Annual Adjustments. Within sixty (60) days after the end of each Fiscal Year, the CONTRACTOR shall prepare and present to the City, a final financial report of the Direct Cost of the Facilities for such Fiscal Year, comparing the Total Actual and Budgeted Direct Cost. If the Total Actual Direct Cost exceed the Total Budgeted Direct Cost, then no adjustment shall be made for that fiscal year to the Fee. If the Total Actual Direct Cost for any Fiscal Year are less than the Total Budgeted Direct Cost for said Fiscal Year, then the CONTRACTOR shall be entitled to retain a portion of the estimated Fee paid for such fiscal Year pursuant to Section 5.1 hereof, based on the following formula:

1. Total Actual Cost plus

2. *INSERT MANAGEMENT FEE PERCENT* (__%) of Total Actual Direct Cost plus;
3. Fifty percent (50%) of the difference between Total Actual Direct Cost and Total Budgeted Direct Cost, up to a maximum difference of One Hundred Thousand Dollars ($100,000.00).

The balance of the Fee, calculated above, paid by the City for said Fiscal Year shall be rebated to the City in one lump sum payment with the final financial report described above. The Fee as adjusted herein shall be subject to the parameters in Section 5.4.

5.4. **Fee Parameters. Any annual compensation negotiated between the City and the CONTRACTOR pursuant to Section 5.2 of this Agreement shall be subject to the following parameters: (i) at least fifty percent (50%) of the annual compensation of the CONTRACTOR under this Agreement is based upon a periodic fixed amount and shall not be subject to any incentive based upon output of the Facilities; (ii) the annual compensation of the CONTRACTOR shall not be based (in whole or in part) on a share of the net profits of the Facilities; and (iii) in the event that the Fee is determined by arbitration pursuant to Section 5.2 and Section 9 hereof, the Fee so determined shall be subject to and comply with the provisions of Rev. Proc 82-14, 1982-1 C.B. 459 as amended by Section 1301 (c) of the Internal Revenue Code of 1986, as amended (the "Code").**

5.4.1. Fixed Fee. The Fixed Fee shall be *INSERT DOLLAR AMOUNT* ($_____) and shall remain fixed for the term of the contract except for annual adjustments equal to Consumer Price Index for all Urban Consumers (CPI-U) (all items national).

5.4.2. Variable Fee. The fee as calculated in 5.2 above less the Fixed Fee as calculated in 5.4.1. In no case shall the Variable Fee exceed the Fixed Fee.

5.4.3. Fee Paid to the CONTRACTOR. The fee paid to the CONTRACTOR shall be the Fixed Fee plus the Variable Fee. In no case shall the total fee retained exceed twice the Fixed Fee.

5.5. Change in Scope. In the event of a change in the scope of services provided by the CONTRACTOR pursuant to this Agreement, the City and the CONTRACTOR shall negotiate, within the fee parameters described in Section 5.4 hereof, a commensurate adjustment in the Fee.

5.6. Initial Period Fee. The Fee for the initial period shall be *INSERT DOLLAR AMOUNT* ($_____) Total Budgeted Direct Cost and markup of *INSERT MANAGEMENT FEE PERCENT* (__%). Annual adjustments and Fee parameters under Section 5.3 and 5.4 shall be applied on a prorata basis where applicable (i.e., $50,000 cap and Fixed Fee amount).

6. Insurance.

6.1. The CONTRACTOR.

6.1.1. Worker's Compensation. The CONTRACTOR shall maintain, during the term hereof, Worker's Compensation Insurance for all of the persons employed at the Facilities in the amount required by state law or regulation. In case any work is sublet to a party other than the CONTRACTOR, the CONTRACTOR shall require said subcontractor to provide Worker's Compensation Insurance for all of said subcontractor's employees unless such employees are covered by the protection provided by the CONTRACTOR.

6.1.2. Comprehensive General Liability Insurance. The CONTRACTOR shall maintain, during the term hereof, a comprehensive policy of hereof, and public liability insurance, including, but not limited to, products and completed operations liability and blanket contractual coverage's applying to, at a minimum, this Agreement, insuring against claims of liability, contingent and otherwise, for injury to, or death of, any person or persons, or damage to real or personal property, arising out of, by reason of, or in connection with, the CONTRACTOR's operations contemplated herein, and also to defend against all claims, demands, actions, or legal proceedings made or brought by any person or persons by reasons of any such injury, death, or damage, and to pay all judgments, interest, costs, or other expenses arising out of or in connection therewith. The limit of liability of such policy shall be not less than Five Million Dollars ($5,000,000.00) combined single limit.

6.1.3. Automotive Liability Insurance. The CONTRACTOR shall maintain, during the term hereof, automotive liability insurance for all vehicles owned by the City or leased by the CONTRACTOR and that are used in connection with the facilities. Those vehicles owned by the City, but insured by the CONTRACTOR will be operated solely by the CONTRACTOR employees during the term hereof.

6.1.4. Property Damage. The CONTRACTOR shall maintain, during the term hereof, a property damage insurance policy for all property owned or acquired by the CONTRACTOR during the term hereof used in connection with the Facilities.

6.1.5. Pollution Liability Insurance. The CONTRACTOR shall maintain, during the term hereof, pollution liability insurance in connection with operation of the facilities.

6.1.6. Premiums. The cost of the premiums (self insurance cost allocation method) for the insurance required to be obtained and maintained by the CONTRACTOR pursuant to this Section 6.1 shall be included in Direct Cost, and all other insurance related costs, including, but not limited to, deductibles and loss retention, shall be at the CONTRACTOR's sole cost and expense.

6.1.7 Terrorism Coverage: All policies of insurance required to be obtained under the provisions of this Section 6 shall be endorsed providing that such policy or policies shall not exclude TRIA (terrorism) coverage.

6.2. General.

6.2.1. Obtaining Insurance. The CONTRACTOR shall not commence work pursuant to this Agreement until it shall have obtained all insurance required in this Section 6, and such insurance shall have been approved by the City or the City's Representative, as to form, amount and carrier, nor shall the CONTRACTOR allow any subcontractor to commence work.

6.2.2. Additional Insured. The CONTRACTOR will name both the City of Key West and the Navy as "additional insureds " on all insurance policies required by this Agreement with the exception of Workers' Compensation.

6.2.3. Proof of Insurance. The CONTRACTOR shall furnish satisfactory proof of coverage of the insurance required to be obtained under the provisions of this Section 6. All policies of insurance shall be endorsed providing that such policy or policies shall not be cancelled or materially modified by the carrier thereof until the non-obtaining party shall have been provided at least thirty (30) days prior written notice of such cancellation or material modification thereof. If the CONTRACTOR chooses to self-insure any of the obligations required in Section 6, the CONTRACTOR shall furnish to the City a letter certifying that the CONTRACTOR has provided for this coverage in the CONTRACTOR'S insurance system and that such coverage in the CONTRACTOR's insurance system shall be subject to the terms hereof. The letter should include a financial statement demonstrating financial solvency of the CONTRACTOR

6.2.4. Waiver of Subrogation. To the extent permitted by law, and only if such action does not invalidate the insurance carried by either party, the CONTRACTOR and the City, on behalf of themselves and their insurers, waive their rights of subrogation with respect to losses occurring to property of the other party insured as required hereunder.

7. Indemnification and Penalties.

7.1. The CONTRACTOR.

7.1.1. Indemnification. The CONTRACTOR will indemnify and hold harmless the Navy, the City, its elective and appointed boards, officers, agents, and employees from and against all liabilities, claims, damages, losses and expenses, including attorney's fees, arising out of, or resulting from, the negligent performance of its duties and obligations under this Agreement and the Navy Easement, including, without limitation, acts, and omissions of the CONTRACTOR, its employees, agents, officers, and subcontractors except that such indemnity and hold harmless agreement shall not apply to any liabilities, claims, damages, losses, and expenses arising out of the City's sole negligence. This covenant shall survive the termination of this Agreement.

7.1.2. Fines and Penalties. The CONTRACTOR shall be liable for (i) any fines or civil penalties which may be imposed by any governmental or quasi-governmental

agency body or (ii) any judgments or liabilities arising from actions by non-governmental or quasi-governmental agencies or bodies for violations of the effluent guarantees specified herein arising out of, or resulting from, the performance or its duties and obligations under this Agreement, including, without limitation, acts and omissions of the CONTRACTORS, its employees, agents, officers and subcontractors. The City will assist the CONTRACTOR in any contest of any such fines or civil penalties in administrative and/or court proceedings; provided, however, that the CONTRACTOR shall pay such fines or civil penalties prior to such protest if such payment is required prior to making such protest. The CONTRACTOR shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties. The CONTRACTOR shall also not be responsible for any fines or civil penalties due to EPA proceedings concluded prior to execution of this Agreement unless such fines or civil penalties are the direct result of an act or omission of the CONTRACTOR pursuant to the terms hereof.

7.1.3. Navy Easement. The CONTRACTOR shall be responsible for the performance of all of the City's obligations under the Navy Easement of which the CONTRACTOR has control. The CONTRACTOR will be liable for any damages or additional costs that result from a violation of any of the terms of the Navy Easement, unless caused by an act or omission or negligence of the City, Navy, or other outside entity or individual.

7.2. City.

7.2.1. Fines and Penalties. The City shall be responsible for fines or civil penalties due to violations of Ordinance 79-18, as amended, provided that the CONTRACTOR, not the City, shall be responsible for such fines or civil penalties if the CONTRACTOR negligently fails to prevent any damages arising from violations of Ordinance 79-18, as amended.

8. Default.

8.1. The CONTRACTOR.

8.1.1. Rejection of Processible Waste. If, at any time after the commencement of this Agreement, the CONTRACTOR rejects Processible Waster delivered by the City to the Facilities which the CONTRACTOR is required to accept, then such failure shall constitute an event of default.

8.1.2. Abandonment of Facilities. If the CONTRACTOR abandons the Facilities during the term hereof, such abandonment shall constitute an event of default. In addition to any other remedies described below, the CONTRACTOR shall be liable for any incidental and consequential damages resulting from its abandonment of the Facilities, including, but not limited to, any increase in fees paid by the City to subsequent operator of the Facilities. The CONTRACTOR's

vacation of the Plant due to the Navy Easement shall not be deemed to be an abandonment of the Facilities.

8.1.3. Failure or Refusal to Comply With the Agreement. The failure to cure any breach hereof after notice as required in Section 4.2 hereof, or the persistent or repeated failure or refusal of the CONTRACTOR to operate, repair, and maintain the Facilities, or to substantially fulfill and of its material obligations in accordance with this Agreement, notwithstanding the payment by the CONTRACTOR of any penalties, damages, or other amounts provided for under this Agreement, unless excused or justified by Force majeure, default by the City, or other legally recognized cause customarily justifying or excusing nonperformance, shall constitute and event of default hereunder.

8.1.4. Bankruptcy. Written admission by the CONTRACTOR that it is bankrupt, or the filing by the CONTRACTOR of a voluntary petition of bankruptcy, or the consent by the CONTRACTOR to the court appointment of a receiver or trustee for all or a substantial portion of its property or business, or the making of any arrangement by the CONTRACTOR with, or final adjudication of the CONTRACTOR as bankrupt based upon any involuntary petition under federal bankruptcy laws, shall constitute an event of default.

8.2. City.

8.2.1. Failure to Make Payments. The failure or refusal by the City, without justification or excuse, to make any payment required hereunder within ninety (90) days of the date provided herein for such payment, shall constitute an event of default.

8.2.2. Failure or Refusal to Comply with the Agreement. The failure to cure any breach hereof after notice as required in Section 4.2 hereof, or the persistent or repeated failure or refusal by the City to perform any of its material obligations in accordance with this Agreement, notwithstanding the payment by the City of any penalties, damages, or other amounts provided for under this Agreement, unless excused or justified by Force Majeure, default by the CONTRACTOR, or other legally recognized cause customarily justifying or excusing non-performance shall constitute an event of default.

8.3. Remedies.

8.3.1. Termination. Either party may terminate this Agreement upon the occurrence of an event by default by the other party as provided in Section 4.2 hereof.

8.3.2. Default by the CONTRACTOR. In addition to the rights of termination contained herein, the City may collect any consequential and incidental damages arising from the CONTRACTOR's default hereunder.

8.3.3. Default by the City. In addition to the rights of termination contained herein, upon a default by the City, the CONTRACTOR will be entitled to collect all fees due and owing to it up to the date of termination.

9. Arbitration.

9.1. The parties shall submit to Arbitration as provided herein, unless the parties jointly agree in writing to waive Arbitration. In the event that the City and the CONTRACTOR are unable to reach an agreement as to any compensation issues or design and construction defects versus maintenance and repair obligations by July 15 of each Fiscal Year for the negotiation of the Annual Fee pursuant to Section 5.3 hereof, and by thirty (3) days after receipt of notice by one party from the other party stating that the parties cannot agree on one of the above issues (the "Arbitration Notice") for all other issues, then those issues remaining unresolved shall be submitted to binding arbitration under the following terms, conditions, and procedures:

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

9.1.2. There shall be a three-member Arbitration Board composed of one member selected by the City and one member selected by the CONTRACTOR. Each party shall notify the other of its selection on or before May 25 of said Fiscal Year for the Annual Fee or ten (10) days after receipt of the Arbitration Notice for all other issues. The final member of the three-member Arbitration Board shall be selected by the initial two members selected within a reasonable time after their appointment.

9.1.3. On or before June 10 of said Fiscal Year for the Annual Fee or twenty-five (25) days after receipt of the Arbitration Notice for all other issues, each party shall submit to the Arbitration Board its written position on each unresolved issue. Such submission shall include not only the party's proposed resolution, but also all supporting data and argument. All exhibits intended for introduction at the hearing and a list of witnesses each party intends to call shall be submitted as exhibits to the submission.

9.1.4. The Arbitration Board may schedule such pre-hearing conferences as it shall deem advisable.

9.1.5. The arbitration hearing shall commence no earlier than June 11 of said Fiscal Year for the Annual Fee or twenty-six (26) days after receipt of the Arbitration Notice for all other issues, and no later than June 25 of said Fiscal Year for the Annual Fee or forty (40) days after receipt of the Arbitration Notice for all other issues, and shall be concluded no later than ten (10) working days after its commencement.

9.1.6. The parties hereby stipulate and agree for purposes of arbitration that any modification of the Fee shall be subject to the provisions of Rev. Proc. 82-14,

1982-1 C.B. 459, as amended by Section 1301 (c) of the Code. The parties hereby further agree and stipulate for purposes of arbitration that the pricing and cost estimates contained in this Agreement or any subsequent modification hereto are fair and reasonable and are not to be a factual issue for determination by the Arbitration Board. The sole question of fact(s) for the Arbitration board shall be confined to changes (or anticipated future changes) in circumstances between the effective date of this Agreement or any modification(s) hereto (including, but not limited to, negotiated or arbitrated changes to fees and cost estimates pursuant to this Agreement) and the effect such changed circumstance(s) should have on the then effective fees and/or cost estimates.

9.1.7. Within ten (10) days of the conclusion of the evidentiary phase of the arbitration hearing the Arbitration Board shall announce its Decision and Order. The possible Decision and Order shall be limited on each individual issue presented to either the position of the City or the position of the CONTRACTOR as set forth in the position submissions described in Section 9.1.3.

9.1.8. Findings of fact and conclusions of law shall not be required of the Arbitration Board unless specifically requested by either party within five (5) working days of the announcement of the Decision and Order.

9.1.9. Unless specifically requested by either party, the proceedings shall not be recorded by other than an audio tape recording device. In the event that either party requests the services of a court reporter or other means of transcription of the proceedings, the requesting party shall bear the cost of such recording and transcription.

9.1.10. The costs of arbitration services shall be borne equally by the parties, provided, however, that in the event that the Arbitration Board makes a specific written finding of fact that one party has prosecuted its case frivolously or in bad faith, then the Arbitration Board shall assess the costs of arbitration services to the offending party.

9.1.11. The Decision and Order shall be binding on both parties and shall not be subject to appeal.

9.1.12. If the day or performance of any obligation under this Section 9 occurs on a Saturday, Sunday, or federal holiday, then such obligation shall be performed on the next business day thereafter.

10. Miscellaneous.

10.1 Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three (3) business days after the deposit thereof in any main or branch office of the United States Post Office,

certified or registered mail, return receipt requested, postage prepaid, properly addressed to the properties respectively as follows;

For notices and communication to the City:

The City of Key West
3140 FLAGLER AVENUE
PO BOX 1409
Key West, Florida 33041
Attention: City Manager

with a copy (which need not be sent via certified or registered mail) to:

The City of Key West
3140 FLAGLER AVENUE
PO BOX 1409
Key West, Florida 33041
Attention: City Attorney

For notices and communication to the CONTRACTOR:

Insert Contact Address
Insert Contact Attention name

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

10.2. Binding Effect. Each of the covenants, agreements, and provisions contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors an assigns.

10.3. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of Monroe County, State of Florida.

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

10.5. Entire Agreement; Further Action. This Agreement, including the exhibits hereto, contains the entire agreement between the parties hereto relative to the operation, maintenance and management of the Facilities and matters related thereto. Each of the parties hereto agrees, from time to time, to execute and deliver such further

instruments and to take such further action as may be reasonably necessary in order to fully perform and carry out the terms and intent hereof.

10.6. Facilities. All grounds, Facilities, equipment, and vehicles now owned by the City, or acquired by the City during the term hereof, or acquired by the CONTRACTOR for the City with budgeted funds for the operation, maintenance, and management of the Facilities during the term hereof, shall remain or become the property of the City during the term hereof and upon the termination hereof.

10.7. Serverability. If any provisions of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10.8. Independent Contractor. The relationship of the CONTRACTOR to the City is that of an independent contractor. The City and the CONTRACTOR hereby agree and covenant that at no time during the term of this Agreement shall any member of the governing body of the City be employed by, or be a member of the governing body of, the CONTRACTOR, nor shall any member of the governing body of the CONTRACTOR be employed by, or be a member of the governing body of, the City. The City and the CONTRACTOR hereby further covenant and agree that at no time during the term of this Agreement shall the members of the governing body of the City own a controlling interest in the CONTRACTOR.

10.9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of 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 may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

10.10. Assignment. This Agreement shall not be assigned by the CONTRACTOR without the prior written consent of the City which consent shall not be unreasonably withheld, except that no consent shall be required to be obtained for an assignment to any affiliate or successor. The City has the right to transfer the contract to a regional wastewater authority if it is determined to be in the City's best interest.

10.11. Equal Opportunity. The CONTRACTOR is an equal opportunity employer with an approved affirmative action program.

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

10.13. Representations of the CONTRACTOR. The CONTRACTOR represents that (i) it is a corporation duly organized under the laws of the State of *NAME STATE*, (ii) it is qualified to do business in the State of Florida, (iii) this Agreement has been duly authorized, executed and delivered by it, (iv) it has the required power and authority to perform this Agreement, and (v) it shall not claim, or attempt to claim, any depreciation or investment credit on the Facilities, and equipment provided by the CONTRACTOR pursuant to Section 3.2.5 hereof, or any maintenance, repair, or replacement expenditures made by the CONTRACTOR pursuant to Section 3.2.10 hereof, as would otherwise be allowed under the Internal Revenue Code, 26 U.S.C. 1, et seq. (1998).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

The CITY OF KEY WEST

ATTEST:

_____ _____

CITY MANAGER

ATTEST:

_____ _____

H

431564 OFF REC 0971 PAGE 0003

Exhibit A

GRANT OF EASEMENT

THIS INDENTURE, made the 31st day of March 1986, between THE UNITED STATES OF AMERICA, herein called the Government, acting by and through the Department of the Navy, and THE CITY OF KEY WEST, FLORIDA, herein called the Grantee.

WHEREAS, the Government owns that certain real property identified as Fleming Key and Trumbo Point Annex, Naval Air Station, Key West, FL, herein called the Station, and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair and replacement of a wastewater treatment plant and utility lines, herein called the Plant and Lines, on that portion of the Station hereinafter described, including ingress thereto and egress therefrom; and

WHEREAS, in accordance with 10 U.S.C. 2668 the Government has the authority to grant such easement; and

WHEREAS, as provided in 40 U.S.C. 319 the Government shall receive fair market value of said easement as a credit to be deducted from charges for Government's connection to the Grantee's proposed sewer system;

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated will not be incompatible with the public interest:

NOW THEREFORE, this indenture witnesseth that, in consideration of a credit of SIX HUNDRED AND EIGHT THOUSAND AND NO/100 DOLLARS ($608,000.00), said credit amount to be deducted from the connection charge or any other capital contribution which may be required of the Government to procure sewer service from the proposed City of Key West sewer system, the Government hereby grants to the said City of Key West, its successors and assigns, in perpetuity from the date hereof, an easement for the construction, installation, operation, maintenance, repair and replacement of a wastewater treatment plant and utility lines appurtenant thereto, together with ingress thereto and egress therefrom, such easement being on that portion of the Station hereinafter called the Premises, and described as follows:

A parcel of land in Township 67 South, Range 25 East, on Fleming Key, Monroe County, Florida, being more particularly described as follows:

COMMENCE at the U.S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point at latitude 24° 20' North and 500,000 feet west of Longitude 81° 00' West, THENCE N 75° 17' 14.5" E, 1,888.45 feet to THE POINT OF BEGINNING;

THENCE N 00° 00' 20" E, 379.77 feet;
THENCE N 45° 00' 33" E, 117.22 feet;
THENCE N 00° 01' 00" E, 314.87 feet;
THENCE N 44° 43' 06" W, 438.70 feet;
THENCE S 45° 16' 54" W, 621.17 feet;
THENCE S 56° 41' 13" E, 167.43 feet;
THENCE S 32° 11' 13" E, 380.00 feet;
THENCE S 42° 11' 23" E, 221.23 feet;
THENCE S 67° 00' 49" E, 191.32 feet
to THE POINT OF BEGINNING.

The above described parcel contains 10.145 acres, more or less, all as shown on map marked Exhibit "A" attached hereto and made a part hereof.

ALSO

A 25' wide strip of land in Township 67 South, Range 25 East, Monroe County, Florida, 12.5 feet on each side of the following described centerline:

COMMENCE at the U.S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U.S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point of latitude 24° 20' North and 500,000 feet West of longitude 81° 00' West; THENCE N 75° 17' 14.5" E, 1,888.45 feet;
THENCE N 00° 00' 20" E, 15.47 feet to THE POINT OF BEGINNING;

THENCE S 89° 59' 40" E, 52.78 feet;
THENCE S 82° 32' 33" E, 321.99 feet;
THENCE S 00° 00' 06" W, 417.38 feet;
THENCE S 11° 04' 30" W, 939.00 feet;
THENCE N 80° 33' 38" W, 431.36 feet;
THENCE S 09° 26' 22" W, 16.00 feet, more or less, to the northerly line of the housing authority of Key West property conveyed in deed book G-9, Page 406 of the public records of Monroe County, Florida, and the POINT OF TERMINUS.

Above described parcel contains 1.250 acres, more or less, all as shown on map marked Exhibit "B" attached hereto and made a part hereof

In further consideration of the granting of this easement, the Grantee agrees to construct a wastewater treatment facility on said land and, further, to offer the Navy 23% of the capacity of the facility and requisite appurtenances upon payment of a connection charge. This charge shall be computed by multiplying the aggregate cost of constructing the facility times 23%. In addition, upon said payment, the Grantee shall offer the Navy

wastewater services (under the existing contract, or a new contract to be negotiated) at a user charge rate that excludes debt service associated with the Wastewater Facilities Plan, March 1986 and the contract shall include all provisions consistent with Federal and Florida law. If agreement is not reached regarding the connection charge and user charge rate as above described, the Navy will pay for service, including Sigsbee Park, in accordance with the terms of its existing contract with the Grantee.

THIS EASEMENT is granted subject to the following terms and conditions:

1. In the event the Government and the Grantee fail to reach an agreement on the sewage service contract within one year from the date of this easement, the consideration cited above shall be paid immediately to the Government in cash, plus interest from the date of this easement. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due.

2. The grantee shall be responsible for obtaining any and all permits required in connection with the construction, operation, installation, maintenance, repair and replacement of the Plant and Lines, and shall comply with all Federal, State, County and local laws and regulations.

3. The Plant will be designed to allow unmanned operation for periods up to eight (8) hours. On-site personnel will be required to vacate the Plant during movement of ordnance, upon notice by the Commanding Officer, Naval Air Station, Key West, FL, or his designated representative.

4. The plant will be designed and constructed to withstand reasonable blast overpressures, including installation of shatter-proof windows. No occupied buildings or structures will be constructed within the Explosive Safety Quantity Distance (ESQD) arcs as identified by the Commanding Officer, Naval Air Station, Key West, FL.

5. The Grantee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869,982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Grantee, and the Government will be held harmless for damages caused by an ordnance incident, or otherwise.

6. The Plant and its grounds will be kept clear of extraneous material not required for Plant operations and all appropriate measures will be incorporated to reduce odor problems.

7. All work in connection with the construction, installation, operation, repair and replacement of the Plant and Lines shall be done without cost or expense to the Government, except for the prorata share of the connection charge or the Government's capital contribution which may be required, less the credit as above provided, to procure sewer service from

the Grantee's sewer system in the event the Grantee and the Government enter into a sewage service contract. All construction will be in accordance with plans and specifications previously approved by the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

8. The Grantee shall maintain the Premises, the Plant and the Lines in good conditions at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Plant and the Lines.

9. The Grantee's rights hereunder including ingress and egress shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

10. Upon termination of this easement, the Grantee, at its expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer, Southern Division, Naval Facilities Engineering Command.

11. All or any part of this easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

12. The Government may use the Premises for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this easement.

IN WITNESS WHEREOF, the Government, acting through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

WITNESS

Josephine Parker

Josephine Parker, City Clerk

CITY OF KEY WEST, FL

By

Tom Sawyer, Mayor

WITNESS

C. R. Nelson

Mary B. Hiott

THE UNITED STATES OF AMERICA

By

Contracting Officer

STATE OF FLORIDA)
COUNTY OF MONROE)

Personally appeared before me, Tom Sawyer, Mayor, who being duly sworn, says that he, with Josephine Parker, ~~saw the within named~~ _____ sign and seal the foregoing Easement, accepting it on behalf of the City Of Key West, FL, and that said acceptance was authorized by Resolution No 86-86 dated March 20, 1986 of the Commissioners of the City of Key West, FL.

Tom Sawyer

Sworn to before me this 21th day of March 1986, _____, Notary Public in and for the State of Florida.

Notary Public, State of Florida
My Commission Expires March 11, 1986

My commission expires _____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Personally appeared before me E. R. Nelson, Jr., who being duly sworn, says that he saw the within named W. M. Robinson, Jr. sign and seal the foregoing Grant of Easement, in behalf of the United States of America, and that he with Mary G. Hiott witnessed the execution thereof.

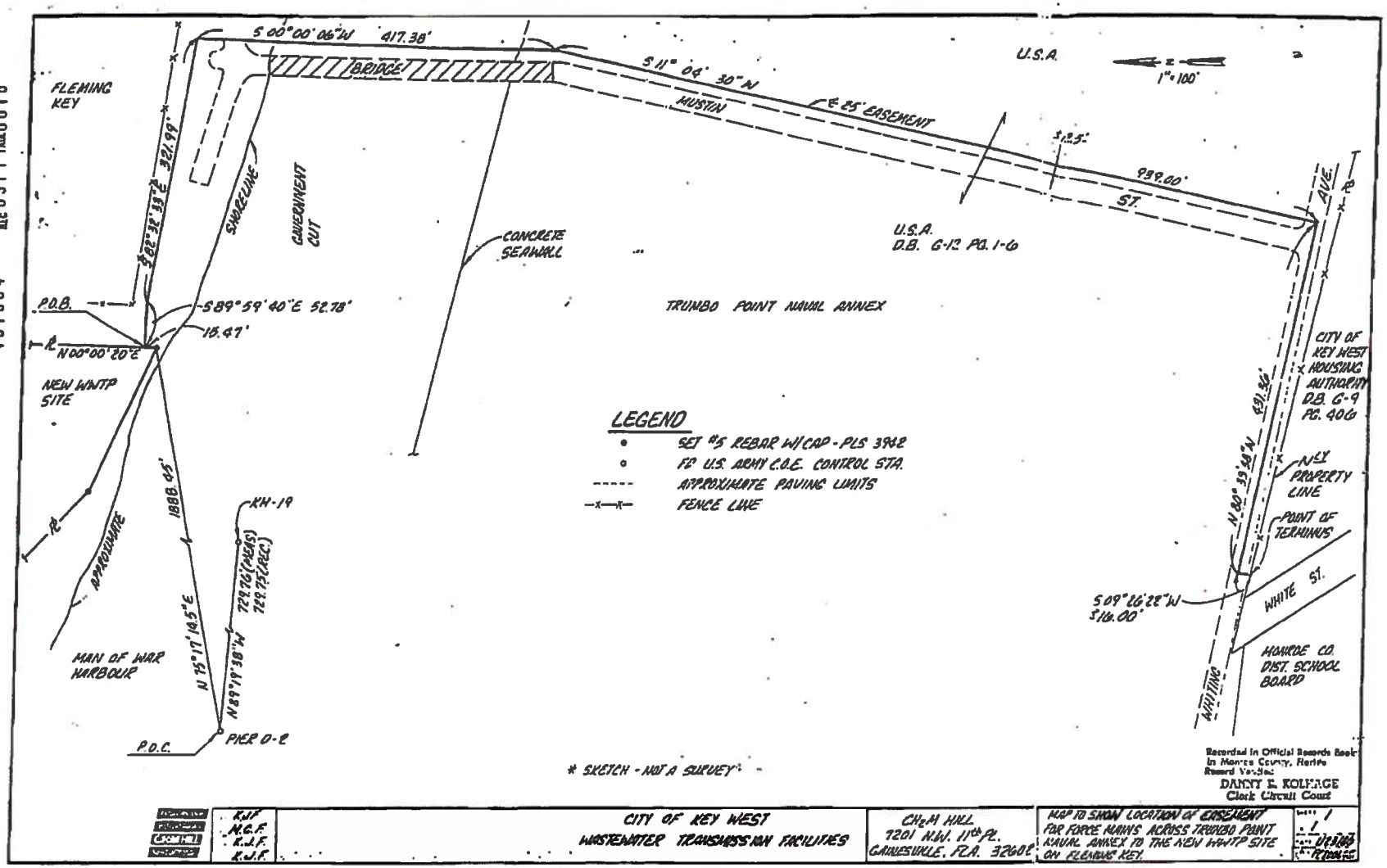
E. R. Nelson

Sworn to before me this 31st day of March 1986, Judith H. Owens, Notary Public in and for the State of South Carolina.

Judith H. Owens

MY COMMISSION EXPIRES 8-17-1987

431564 OR 0971 PAGE 0016



Recorded in Official Records Book In Monroe County, Florida Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court

	R.J.F. N.C.F. K.J.F. K.J.F.	CITY OF KEY WEST WASTEWATER TRANSMISSION FACILITIES	CH2M HILL 7201 N.W. 11th PL. GAINESVILLE, FLA. 32602	MAP TO SHOW LOCATION OF EASEMENT FOR FORCE MAINS ACROSS TRUMBO POINT NAVAL ANNEX TO THE NEW WWTP SITE ON FLEMING KEY.

EXHIBIT B

AMENDMENT TO EXHIBIT A

NAVY EASEMENT

This section will be amended once the easement for the Deep Well Injection project has been approved and finalized.

EXHIBIT B

FACILITIES

The Facilities shall include the following:

1. All equipment, vehicles, grounds, facilities, and appurtenances thereto that will be in existence at the time of commencement of operation of the City's wastewater treatment facility on the property described as follows:

   A parcel of land in Township 67 South, Range 25 East on Fleming Key, Monroe County, Florida, being more particularly described as follows:

   COMMENCE at the U. S. Army Corps of Engineers Control Station Pier 0-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point at Latitude 24 20' North and 500,000 feet west of Longitude 81 00' West, THENCE N 75 17' 14.5" E. 1,888.45 feet to THE POINT OF BEGINNING;

   THENCE N 00 00' 20" E, 379.77 feet;
   THENCE N 45 00' 33" E, 117.22 feet;
   THENCE N 00 01' 00" E, 314.87 feet;
   THENCE N 44 43' 06" W, 438.70 feet;
   THENCE S 45 16' 54" W, 621.17 feet;
   THENCE S 56 41' 13" E, 167.43 feet;
   THENCE S 32 11' 13" E, 380.00 feet;
   THENCE S 42 11' 23" E, 221.23 feet;
   THENCE S 67 00' 49" E, 191.32 feet;
   to THE POINT OF BEGINNING.

   The above-described parcel contains 10.145 acres, more or less, all as shown on map marked Exhibit "A" attached hereto and made a part hereof.

   ALSO

   A 25' wide strip of land in Township 67 South, Range 25 East, Monroe County, Florida, 12.5 feet on each side of the following described centerline:

   COMMENCE at the U. S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 223,429.18 based on

U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point of Latitude 24 20' North and 500,000 feet West of Longitude 81 00' West; THENCE N 75 17' 14.5" E, 1,888.45 feet' THENCE N 00 00 20" E, 15.57 feet to THE POINT OF BEGINNING;

THENCE S 89 59' 40" E, 52.78 feet;
THENCE S 82 32' 33" E, 321.99 feet;
THENCE S 00 00' 06" W, 417.38 feet;
THENCE S 11 04' 30" W, 939.00 feet;
THENCE N 80 33' 38" W, 431.36 feet;
THENCE S 09 26' 22 "W, 16.00 feet, more or less, to the northerly line of the housing authority of Key West property conveyed in deed book G-9, Page 406 of the public records of Monroe County, Florida, and the POINT OF TERMINUS.

2. All of the pipe system, including lift stations and appurtenances thereto, running between the Plant Lift Station "A".

3. Lift Stations:

"A" ..... 250 Amelia St.
"B" ..... 631 Greene St.
"C" ..... 699 Palm Ave.
"D" ..... 1329 Seminary St.
"DA" ..... 1391 Atlantic Blvd.
"E" ..... 2430 Government Rd.
"F" ..... 1460 Fourteenth St.
"G" ..... 3545 Flagler Ave.
"H" ..... 250 Trumbo Rd.
"I" ..... 3105 N. Roosevelt Blvd.
"J" ..... 3906 S. Roosevelt Blvd.
"K" ..... 3485 S. Roosevelt Blvd.
"L" ..... 3557 S. Roosevelt Blvd.
"M" ..... 3805 S. Roosevelt Blvd.
"N" ..... 2001 S. Roosevelt Blvd.
"O" ..... Venetian Dr.
"P" ..... Garrison Bight
"R" ..... Buttonwood Court
"S" ..... Hilton Haven

4. Navy flow meters:

Station "D1" .....Trumbo Point Annex front gate
Station "D2" .....Trumbo Point Annex backflow preventer
Station "D3" .....Trumbo Point Annex back gate
Station "E2" .....Lift station "A"
Station "E3" .....Truman Ave. and Fort St.
Station "E5" .....Angela St. and old City Electric System building
Station "B" .....Poinciana Housing
Station "C" .....Sigsbee
Station "A" .....Medical Center

Exhibit C

Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

CERTIFIED MAIL NO.: 7008 0500 0000 7774 4889
RETURN RECEIPT REQUESTED

RECEIVED
JUN 22 2009
ASSISTANT CITY MANAGER

In the Matter of an
Application for Permit by:

City of Key West
E. David Fernandez
P. O. Box 1409
Key West, Florida 33041

Monroe County - DW
Richard A. Heyman Environmental Protection Facility
File Number: FLA147222-011-DW1P
Keys TMDL Basin

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA147222 to operate the Richard A. Heyman Environmental Protection Facility, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another

party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the determination;
(c) A statement of when and how the petitioner received notice of the Department's decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's proposed action;
(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's proposed action; and
(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Fort Myers, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon Iglehart
Director of
District Management

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

[Clerk] [Date] 6-19-09

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on June 19, 2009, to the listed persons.

JMI/NWM/jl

Enclosure: Permit, Discharge Monitoring Report, Statement of Basis

Copies furnished to:
Lisa Prieto, P.E.
Steven Johnson

Florida Department of
Environmental Protection
South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
City Of Key West

RESPONSIBLE OFFICIAL:
E. David Fernandez
Assistant City Manager
525 Angela Street, P. O. Box 1409
Key West, Florida 33041
(305)293-6414

PERMIT NUMBER: FLA147222
FILE NUMBER: FLA147222-011-DW1P
ISSUANCE DATE: June 18, 2009
EXPIRATION DATE: June 17, 2014

FACILITY:

Richard A. Heyman Environmental Protection Facility
Trumbo Point Annex-Fleming Key
Key West, FL
Monroe County
Latitude: 24°34' 6.43" N Longitude: 81°47' 48.98" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

The facility is a domestic wastewater treatment facility. The permitted capacity for the annual average daily flow is 10.0 million gallons per day. The headworks consist of one manually cleaned bar rack, two mechanical bar screens, two grit removal systems and an odor control system. The biological treatment units are two aeration basins and one anoxic basin (with a re-aeration zone). Solids are removed from the effluent by two clarifiers and four cloth filters. The ultraviolet disinfection system consists of two UV-reactors. The residuals system consists of two sludge storage tanks and two belt-filter presses. The facility has two offline chlorine contact tanks and an offline solids incinerator.

DISPOSAL:

Underground Injection U-001: The treated effluent is disposed in an underground injection well system (U-001). The system consists of two Class V injection wells that discharge to Class G-IV ground water. The wells are permitted under Department permit numbers 63207-186 and 187-UO/5W. The discharge shall comply with the conditions of the underground injection wells' permits. U-001 is located at the facility.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 13 of this permit.

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Underground Injection Control Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent to Underground Injection Well System U-001. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Solids, Total Suspended	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Ultraviolet Light Dosage	mW-s/sqcm	Min	35	Single Sample	Continuous	Meter	PPI-1	See I.A.5
Ultraviolet Light Transmittance	percent	Min	65	Single Sample	Continuous	Meter	PPI-1	
Ultraviolet Light Intensity	mW/sqcm	Min	Report	Single Sample	Continuous	Meter	PPI-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	5 Days/Week	Grab	EFF-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	Continuous	Grab	EFF-1	See I.AA.3
Nitrogen, Total	mg/L	Max Max Max Max	3.0 3.75 4.5 6.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Phosphorus, Total (as P)	mg/L	Max Max Max Max	1.0 1.25 1.5 2.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
EFF-1	After the UV reactors.
PPI-1	In the ultraviolet reactor

3. Hourly measurement of pH during the period of required operator attendance may be substituted for continuous measurement. *[Chapter 62-601, Figure 2]*

4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. *[62-600.440(4)(c)]*

5. The permittee shall apply for a minor revision, if the chlorine disinfection system is to be used.

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.

			Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max Max	10.0 Report Report	Annual Average Monthly Average Quarterly Average	Continuous	Recording Flow Meter with Totalizer	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	FLW-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-1	See I.B.3 and I.B.9
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-1	See I.B.3 and I.B.9

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Flow meter on the influent line before the screening process.
INF-1	The influent line before the screening process.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4)]*

4. A recording flow meter with totalizer shall be utilized to measure flow and be calibrated at least once every 12 months. *[62-601.200(17) and .500(6)]*

5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable effluent limitations. *[62-4.246]*

6. The permittee shall provide safe access points for obtaining representative influent and effluent samples that are required by this permit. *[62-601.500(5)]*

7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly or Toxicity	First day of month - last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form and shall submit the completed DMR form to the Department's South District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1),(2), and (3)]

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's South District Office at the address specified below:

Florida Department of Environmental Protection South District
2796 Overseas Highway
Suite 221
Marathon, Florida 33050-2227

Phone Number - (305)289-2310
FAX Number - (305)289-2314
(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

9. Influent flow proportioned composite samples for $CBOD_5$ and total suspended solids shall be taken on the same day that the effluent samples are taken. *[62-601.300(6)]*

II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is disposal in a Class I or II solid waste landfill. *[62-620,320(6),62-640.880(1)]*

2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. *[62-640.300(5)]*

3. Disposal of residuals, septage, and other solids in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with the requirements of Chapter 62-701, F.A.C. *[62-640.100(6)(k)3&4]*

4. If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

5. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. *[62-640.300(4)]*

III. GROUND WATER REQUIREMENTS

Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of an operator certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category II, Class A facility and, at a minimum, operators with appropriate certification must be on the site as follows:

   A Class C or higher operator 24 hours/day for 7 days/week. The lead/chief operator must be a Class A operator.

2. The lead/chief operator shall be employed at the plant full time. "Full time" shall mean at least 4 days per week, working a minimum of 35 hours per week, including leave time. A licensed operator shall be on-site and in charge of each required shift for periods of required staffing time when the lead/chief operator is not on-site. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(10), (6) and (1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*

2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.

   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;

   b. Copies of all reports required by the permit for at least three years from the date the report was prepared;

   c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;

   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

   e. A copy of the current permit;

   f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;

   g. A copy of any required record drawings;

   h. Copies of the licenses of the current certified operators; and

   i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator and the signature of the person making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

VI. SCHEDULES

If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. *[62-620.335(1) and (2)]*

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*

2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*

3. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):

   a. Which may cause fire or explosion hazards; or

   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or

   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

   d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or

   e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

   [62-604.130(5)]

4. The treatment facility shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*

5. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*

6. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

7. The permittee shall provide verbal notice to the Department's South District Office as soon as practical after discovery of a sinkhole or other Karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's South District Office in a written report within seven days of the sinkhole discovery. *[62-620.320(6)]*

8. The permittee shall provide adequate notice to the Department of the following:

   a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and

b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon

presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:

a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;

b. Have access to and copy any records that shall be kept under the conditions of this permit;

c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and

d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for

any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:

a. A description of the anticipated noncompliance;

b. The period of the anticipated noncompliance, including dates and times; and

c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.

a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.

d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.

f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

20. The permittee shall report to the Department's South District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

a. The following shall be included as information which must be reported within 24 hours under this condition:
   (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   (4) Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:

(1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
(a) Name, address, and telephone number of person reporting;
(b) Name, address, and telephone number of permittee or responsible person for the discharge;
(c) Date and time of the discharge and status of discharge (ongoing or ceased);
(d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
(e) Estimated amount of the discharge;
(f) Location or address of the discharge;
(g) Source and cause of the discharge;
(h) Whether the discharge was contained on-site, and cleanup actions taken to date;
(i) Description of area affected by the discharge, including name of water body affected, if any; and
(j) Other persons or agencies contacted.

(2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's South District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's South District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18. or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*

22. Bypass Provisions.

a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.

b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
(1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
(2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
(3) The permittee submitted notices as required under Permit Condition IX.22.b. of this permit.

c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.a.1. through 3. of this permit.

e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.a. through c. of this permit.

[62-620.610(22)]

23. Upset Provisions.

a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
   (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
   (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
   (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Fort Myers, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart
Director of
District Management

DATE: June 18, 2009

STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMIT NUMBER: FLA147222

FACILITY NAME: Richard A Heyman Environmental Protection Facility

FACILITY LOCATION: Trumbo Point Annex-Fleming Key, Key West, FL
Monroe County

NAME OF PERMITTEE: City Of Key West

PERMIT WRITER: Nolin Moon

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA147222-011-DW1P

Application Submittal Date: May 27, 2009

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Municipal

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	10.0 mgd Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Annual Average Daily Flow
Proposed Total Permitted Capacity:	10.0 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

The facility is a domestic wastewater treatment facility. The permitted capacity for the annual average daily flow (AADF) is 10.0 million gallons per day (MGD). The headworks consist of one manually cleaned bar rack, two mechanical bar screens, two grit removal systems and an odor control system. The biological treatment units are two aeration basins and one anoxic basin. Solids are removed from the effluent by two clarifiers and four cloth filters. The ultraviolet disinfection system consists of two UV-reactors. The facility has two offline chlorine contact tanks. The residuals system consists of two sludge storage tanks and two belt-filter presses.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

The treated effluent is discharged to two major Class V wells located at the treatment facility.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to discharge treated effluent to Underground Injection Well System U-001 which consists of two Class V injection wells discharging to Class G-III ground water based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
BOD, Carbonaceous 5 day, 20C	mg/L	Max	5.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
		Max	6.25	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	7.5	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	10.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended	mg/L	Max	5.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
		Max	6.25	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	7.5	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	10.0	Single Sample	62-600.740(1)(b)1.d. FAC
Ultraviolet Light Dosage	mW-s/sqcm	Min	35	Single Sample	
Ultraviolet Light Transmittance	percent	Min	65	Single Sample	
Ultraviolet Light Intensity	mW/sqcm	Min	Report	Single Sample	
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Nitrogen, Total	mg/L	Max	3.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
		Max	3.75	Monthly Average	62-600.740(1)(b)2.b. FAC
		Max	4.5	Weekly Average	62-600.740(1)(b)2.c. FAC
		Max	6.0	Single Sample	62-600.740(1)(b)2.d. FAC
Phosphorus, Total (as P)	mg/L	Max	1.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
		Max	1.25	Monthly Average	62-600.740(1)(b)2.b. FAC
		Max	1.5	Weekly Average	62-600.740(1)(b)2.c. FAC
		Max	2.0	Single Sample	62-600.740(1)(b)2.d. FAC

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	10.0	Annual Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The previous wastewater permit for this facility FLA147222 expires on November 11, 2009.

On July 1, 2006, the facility was required to meet the Advanced Wastewater Treatment limits specified in Chapter 99-395, Law of Florida.

5. RESIDUALS MANAGEMENT

The method of residuals use or disposal by this facility is landfill or disposal in a Class I or II solid waste landfill.

6. GROUND WATER MONITORING REQUIREMENTS

Section III is not applicable to this permit. Groundwater limits and monitoring requirements are addressed in the inject wells' permits.

7. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 12. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Nolin Moon
Engineer III
South District Office

2295 Victoria Ave Suite 364
Ft. Myers, FL 33901-3881

Telephone No.: (239) 332-6975 ext. 130

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, South District, 2796 Overseas Highway, Suite 221, Marathon, Florida 33050-2227

PERMITTEE NAME: City Of Key West
MAILING ADDRESS: P. O. Box 1409
Key West, Florida 33041

FACILITY: Richard A Heyman EPF
LOCATION: Trumbo Point Annex-Fleming Key
Key West, FL

COUNTY: Monroe
OFFICE: South District

PERMIT NUMBER: FLA147222-011-DW1P

LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: U-001
MONITORING GROUP DESCRIPTION: Effluent and Influent
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFF-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 1 Mon. Site No. EFF-1	Permit Requirement				10.0 (Max.)	7.5 (Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFF-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 1 Mon. Site No. EFF-1	Permit Requirement				10.0 (Max.)	7.5 (Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Ultraviolet Light Dosage	Sample Measurement										
PARM Code 61938 J Mon. Site No. PPI-1	Permit Requirement				35 (Min.)			mW-s/sqcm		Continuous	Meter
Ultraviolet Light Transmittance	Sample Measurement										
PARM Code 51043 J Mon. Site No. PPI-1	Permit Requirement				65 (Min.)			percent		Continuous	Meter

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (yy/mm/dd)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Richard A Heyman EPF

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: FLA147222-011-DWIP

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Ultraviolet Light Intensity	Sample Measurement										
PARM Code 49607 J Mon. Site No. PPI-1	Permit Requirement				Report (Min.)			mW/sqcm		Continuous	Meter
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFF-1	Permit Requirement					200 (An.Avg.)		#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 1 Mon. Site No. EFF-1	Permit Requirement					200 (Mo.Geo.Mn.)	800 (Max.)	#/100mL		5 Days/Week	Grab
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. EFF-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		Continuous	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFF-1	Permit Requirement					3.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
Nitrogen, Total	Sample Measurement										
PARM Code 00600 1 Mon. Site No. EFF-1	Permit Requirement				6.0 (Max.)	4.5 (Wk.Avg.)	3.75 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFF-1	Permit Requirement					1.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 1 Mon. Site No. EFF-1	Permit Requirement				2.0 (Max.)	1.5 (Wk.Avg.)	1.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement		10.0 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						Continuous	Flow Totalizer

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Richard A Heyman EPF

MONITORING GROUP NUMBER: U-001

PERMIT NUMBER: FLA147222-011-DW1P

MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 1 Mon. Site No. FLW-1	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated
BOD, Carbonaceous 5 day, 20C(Influent)	Sample Measurement										
PARM Code 80082 P Mon. Site No. INF-1	Permit Requirement						Report (Max.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended(Influent)	Sample Measurement										
PARM Code 00530 P Mon. Site No. INF-1	Permit Requirement						Report (Max.)	mg/L		5 Days/Week	24-hr FPC

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA147222-011-DW1P Facility: Richard A Heyman EPF

Monitoring Period From: _____ To: _____

	BOD, mg/L	Coliform, Fecal #/100mL	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Solids, Total Suspended mg/L	pH s.u.	Flow MGD	Percent Capacity, (TMADF/Permitted Capacity) x 100 percent	BOD, mg/L	Solids, Total Suspended mg/L	Ultraviolet Light Dosage mW-s/sqcm
Code	80082	74055	00600	00665	00530	00400	50050	00180	80082	00530	61938
Mon. Site	EFF-1	EFF-1	EFF-1	EFF-1	EFF-1	EFF-1	FLW-1	FLW-1	INF-1	INF-1	PPI-1
1											
2											
3											
4											
5											
6											
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25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA147222-011-DWIP
Monitoring Period From: _____ To: _____
Facility: Richard A Heyman WWTP

	Ultraviolet Light Intensity mW/sqcm	Ultraviolet Light Transmittance percent									
Code	49607	51043									
Mon. Site	PPI-1	PPI-1									
1											
2											
3											
4											
5											
6											
7											
8											
9											
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26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions as well as the SUPPLEMENTAL INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts—A, B, and D—all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.
When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.
Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.
No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.
Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.
Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

Add the results to get the Total and divide by the number of days in the month to get the Monthly Average.
Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.
Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.
Time Sample Obtained: Enter the time the sample was taken.
Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.
Detection Limits: Record the detection limits of the analytical methods used.
Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.
Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)
Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).
Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.
Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).
Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.
Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.
No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.
$CBOD_5$: Enter the average $CBOD_5$ of the reclaimed water discharged during the period shown in duration of discharge.
TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.
Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.
Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.
No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.
Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

Exhibit C

Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

CERTIFIED MAIL NO.: 7008 0500 0000 7774 4711
RETURN RECEIPT REQUESTED

RECEIVED
JUL 02 2009
ASSISTANT CITY MANAGER

June 30, 2009

City of Key West
E. David Fernandez
P. O. Box 1409
Key West, Florida 33041

CC Greg Smith
OMI
Jay
Gary B.

Re: Monroe County – DW
Richard A. Heyman EPF
Permit Number FLA147222-011
Corrections of typographical error
Keys TMDL Basin

Dear Mr.

This letter revises the above referenced permit to correct a typographical error in permit that was issued June 18, 2009. The Department of Environmental Protection shall change the monitoring frequency of ultraviolet dosage, transmittance and intensity from continuous to daily.

Please refer to the revised page 2 of 13 of the permit, copy attached. All other conditions of the permit shall remain unchanged. This revised page 2 of 13 must be attached to the referenced permit and becomes a permanent part thereof.

Should you have any questions, please contact Nolin Moon of this office at (239) 332-6975, ext. 130.

Sincerely,

Jon M. Iglehart
Director of
District Management

JMI/NWM/jl

Enclosure: Revised Permit Page 2 of 13

Copies furnished to:
Lisa Prieto, P.E.
Steven Johnson

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Underground Injection Control Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent to Underground Injection Well System U-001. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Solids, Total Suspended	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Ultraviolet Light Dosage	mW-s/sqcm	Min	35	Single Sample	Daily	Meter	PPI-1	See I.A.5
Ultraviolet Light Transmittance	percent	Min	65	Single Sample	Daily	Meter	PPI-1	
Ultraviolet Light Intensity	mW/sqcm	Min	Report	Single Sample	Daily	Meter	PPI-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	5 Days/Week	Grab	EFF-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	Continuous	Meter	EFF-1	See I.A.3
Nitrogen, Total	mg/L	Max Max Max Max	3.0 3.75 4.5 6.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	
Phosphorus, Total (as P)	mg/L	Max Max Max Max	1.0 1.25 1.5 2.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFF-1	

EXHIBIT D

DESCRIPTION OF EASEMENT PROPERTY

A parcel of land in Township 67 South, Range 25 East on Fleming Key, Monroe County, Florida, being more particularly described as follows:

COMMENCE at the U. S. Army Corps of Engineers Control Station Pier 0-2, the coordinates of which are N 85,337.68 and E 223,429.18 based on U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East zone) which has for its zero coordinate a point at latitude 24 20' North and 500,000 feet west of Longitude 81 00' West, THENCE N 75 17' 14.5" E, 1,888.45 feet to THE POINT OF BEGINNING;

THENCE N 00 00' 20" E, 379.77 feet;
THENCE N 45 00' 33" E, 117.22 feet;
THENCE N 00 01' 00" E, 314.87 feet;
THENCE N 44 43' 06" E, 438.70 feet;
THENCE S 45 16' 54" W, 621.17 feet;
THENCE S 56 41' 13" E, 167.43 feet;
THENCE S 32 11' 13' E, 380.00 feet;
THENCE S 42 11' 23" E, 221.23 feet;
THENCE S 67 00' 49" E, 191.32 feet
to THE POINT OF BEGINNING.

The above described parcel contains 10.145 acres, more or less, all as shown on map marked Exhibit "A" attached hereto and made a part hereof.

ALSO

A 25' wide strip of land in Township 67 South, Range 25 East, Monroe County, Florida, 12.5 feet on each side of the following described centerline:

COMMENCE at the U. S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point of latitude 24 20' North and 500,000 feet West of longitude 81 00' West; THENCE N 75 17' 14.5" E, 1,888.45 feet; THENCE N 00 00' 20" E, 15.47 feet to THE POINT OF BEGINNING.

THENCE S 89 59' 40" E, 52.78 feet;
THENCE S 82 32' 33" E, 321.99 feet;
THENCE S 00 00' 06" W, 417.38 feet;
THENCE S 11 04' 40" W, 939.00 feet;
THENCE N 80 33' 38" W, 431.36 feet;
THENCE S 09 26' 22" W, 16.00 feet, more or less, to the northerly line of the housing authority of Key West property conveyed in deed book G-9, Page 406 of the public records of Monroe County, Florida, and the POINT OF TERMINUS.

EXHIBIT E

EFFLUENT CHARACTERISTICS

1. The Contractor shall operate the Facilities so that the effluent will meet the requirement of the NPDES Permit.

2. In the event any one of the influent characteristics, suspended solids, BOD5, or flow exceeds the design parameters stated above, the Contractor shall return the Plant effluent to the characteristics required by the NPDES Permit in accordance with the following schedule after the influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By	**Recovery Period Maximum**
10% or Less	5 days
Above 10% but Less than 20%	10 days
20% or Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then the Contractor will have a 30 day recovery period after the influent is free from said substances or contains Adequate Nutrients.

3. The Contractor shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, or does not contain Adequate Nutrients, contain Biologically Toxic Substances, and the subsequent recovery period, unless such condition is caused by the Contractor.

Exhibit F

WWTP, Collections System
CY 27 Oct 2013 - Sep 2014

	Year 22	Year 23	Year 24	Year 25	Year 26	Year 26	Year 26	Year 27
	FY 2009 Actuals	FY 2010 Actuals	FY 2011 Actuals	FY2012 Actuals	FY2013 Actual Thru March	FY 2013 (Projected)	FY 2013 Approved	FY 2014 Proposed
New GL Description								
Labor-Site	$ 1,473,094	$ 1,464,125	$ 1,404,785	$ 1,541,631	$ 775,589	$ 1,551,178	$ 1,626,154	$ 1,651,619
Overtime	$ 72,474	$ 75,492	$ 71,216	$ 82,528	$ 51,383	$ 81,427	$ 69,642	$ 75,000
Area Allowance	$ 126,000	$ 126,000	$ 117,984	$ 126,000	$ 66,000	$ 132,000	$ 126,000	$ 132,000
Air Transportation	$ 5,741	$ 5,671	$ 10,005	$ 7,626	$ 880	$ 3,800	$ 4,267	$ 4,267
Lodging	$ 8,847	$ 8,080	$ 7,775	$ 8,834	$ 883	$ 7,231	$ 8,242	$ 8,242
Auto Rentals	$ 2,160	$ 2,870	$ 2,587	$ 2,698	$ 477	$ 2,161	$ 2,492	$ 2,492
Meals-Travel	$ 2,679	$ 1,764	$ 3,452	$ 1,924	$ 1,441	$ 2,750	$ 2,740	$ 2,740
Auto Mileage	$ -	$ -	$ 40	$ 1,273	$ 967	$ 1,350	$ 1,350	$ 1,350
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Home Assignment	$ -	$ -	$ 14,152	$ -	$ -	$ -	$ -	$ -
Telephone-Office	$ 20,008	$ 20,000	$ 23,567	$ 12,529	$ 6,790	$ 17,827	$ 20,400	$ 20,400
Postage, Freight, Delivery	$ 7,114	$ 5,696	$ 7,802	$ 6,515	$ 1,378	$ 5,443	$ 5,904	$ 5,904
Operating Supplies	$ 53,813	$ 28,330	$ 34,451	$ 29,377	$ 18,878	$ 37,756	$ 38,616	$ 38,616
Insurance-Other	$ 56,115	$ 36,231	$ 47,472	$ 53,996	$ 26,607	$ 53,214	$ 50,176	$ 53,214
Advertising-Recruiting	$ 6,587	$ 2,160	$ 5,133	$ 5,430	$ 3,172	$ 5,472	$ 5,496	$ 5,496
Fleet Vehicle Expenses	$ 28,386	$ 28,396	$ 18,864	$ 27,577	$ 12,780	$ 18,782	$ 18,925	$ 18,925
Auto Leases	$ 4,763	$ 3,600	$ 573	$ 206	$ 108	$ 216	$ 580	$ 216
Equipment Rental-Internal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment Maintenance	$ 4,675	$ 1,755	$ 8,294	$ 5,844	$ 1,750	$ 5,142	$ 7,030	$ 7,030
Computer Expense	$ 2,320	$ 2,505	$ 6,591	$ 13,846	$ 2,520	$ 4,549	$ 4,549	$ 4,549
Meeting Facilities	$ 2,794			$ -	$ -	$ -	$ -	$ -
Dues-Business Organization	$ 3,312	$ 2,235	$ 2,825	$ 3,018	$ 102	$ 3,080	$ 3,080	$ 3,080
Books & Publications	$ 855	$ 1,090	$ 372	$ 925	$ 202	$ 807	$ 800	$ 800
Education & Training	$ 12,498	$ 10,526	$ 11,651	$ 10,332	$ 2,417	$ 12,000	$ 12,000	$ 12,000
Equipment Supplies	$ 272,256	$ 255,304	$ 288,394	$ 336,807	$ 164,086	$ 328,172	$ 291,010	$ 300,000
Chemicals	$ 274,979	$ 373,503	$ 256,147	$ 223,124	$ 83,157	$ 279,503	$ 284,309	$ 281,309
Uniform Expense	$ 14,234	$ 13,800	$ 18,995	$ 17,535	$ 12,281	$ 20,028	$ 20,028	$ 20,028
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies-Office-Laboratory	$ 28,438	$ 33,000	$ 37,372	$ 32,889	$ 14,546	$ 38,454	$ 38,454	$ 38,454
Equipment Rental-Outside	$ 3,678	$ 4,101	$ 2,435	$ 5,652	$ 3,264	$ 5,356	$ 4,183	$ 4,183
Fuel Oil	$ 4,425	$ 30,000	$ -	$ -		$ -	$ -	
Safety Training & Supplies	$ 14,784	$ 9,468	$ 6,450	$ 14,773	$ 9,870	$ 12,920	$ 12,920	$ 12,920
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Outside Services-Other	$ 108,148	$ 147,432	$ 129,052	$ 124,431	$ 70,273	$ 138,443	$ 158,614	$ 158,614
Legal - Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subcontractor Service - Other	$ -	$ -	$ -	$ 1,097	$ 493	$ 1,268	$ 1,200	$ 1,200
Contract Hauling	$ 391,869	$ 452,600	$ 386,245	$ 455,033	$ 219,766	$ 454,966	$ 460,928	$ 460,928
Laboratory Services	$ 41,445	$ 42,872	$ 37,567	$ 35,379	$ 14,064	$ 32,064	$ 40,754	$ 37,000
Electricity	$ 959,997	$ 956,754	$ 864,919	$ 835,351	$ 408,881	$ 845,011	$ 851,079	$ 848,446
Water	$ 19,977	$ 13,800	$ 23,645	$ 18,412	$ 7,315	$ 25,000	$ 16,070	$ 35,000
Licenses And Fees	$ 23,418	$ 12,000	$ 7,536	$ 6,651	$ 1,834	$ 6,580	$ 12,500	$ 12,500
	$ 4,051,883	$ 4,171,160	$ 3,858,349	$ 4,049,243.00	$ 1,984,154.32	$ 4,133,952	$ 4,200,492.27	$ 4,258,522.00

Stormwater Maintenance
CY 27 Oct 2013 - Sep 2014

New Gl Description	Year 22 FY 2009 Actuals	Year 23 FY 2010 Actuals	Year 24 FY 2011 Actuals	Year 25 FY 2012 Actuals	Year 26 FY 2013 Actual Thru March	Year 26 FY 2013 Projected Cost	Year 26 FY 2013 Approved	Year 27 FY 2014 Proposed
Labor-Site	$ 346,749	$ 350,966	$ 367,631	$ 296,229	$ 143,514	$ 360,682	$ 388,636	$ 375,063
Overtime	$ 15,905	$ 17,185	$ 22,673	$ 22,753	$ 14,292	$ 28,584	$ 24,500	$ 28,000
Area Allowance	$ 48,000	$ 48,000	$ 41,525	$ 36,000	$ 18,000	$ 36,000	$ 48,000	$ 36,000
Lodging	$ 1,354	$ 1,250	$ 932	$ 1,210	$ -	$ 1,000	$ 1,000	$ 1,000
Auto Rentals	$ 771	$ 400	$ 445	$ 489	$ -	$ 400	$ 400	$ 400
Meals-Travel	$ 513	$ 252	$ 366	$ 359	$ -	$ 252	$ 252	$ 252
Supplies - Office	$ 159	$ 700	$ 70	$ 2,060	$ -	$ 1,720	$ 1,720	$ 1,720
Fleet Vehicle Expenses	$ 7,194	$ 8,075	$ 6,358	$ 7,170	$ 5,802	$ 9,000	$ 8,075	$ 8,075
Education & Training	$ 559	$ 530	$ 941	$ 1,192	$ -	$ 500	$ 500	$ 500
Equipment-Supplies	$ 34,366	$ 28,084	$ 40,659	$ 27,880	$ 29,684	$ 40,000	$ 28,000	$ 30,000
Safety Training & Supplies	$ 1,807	$ 3,122	$ 1,675	$ 2,428	$ 3,421	$ 4,500	$ 3,122	$ 3,122
Outside Services-Other	$ 7,190	$ 15,400	$ 18,469	$ 8,655	$ 6,245	$ 12,490	$ 12,000	$ 12,000
Electricity	$ 10,843	$ 17,880	$ 18,597	$ 22,775	$ 18,312	$ 28,890	$ 20,587	$ 36,000
Water	$ 5,074	$ 8,600	$ 3,473	$ 2,501	$ 1,392	$ 4,500	$ 2,200	$ 5,500
Chemicals	$ 137		$ -	$ 77	$ -	$ -	$ -	$ 100
Totals	$ 480,621	$ 500,444	$ 523,814	$ 431,778	$ 240,662	$ 528,518	$ 538,992	$ 537,732

EXHIBIT G

LIFT STATIONS

Updated list of Lift Stations is included below.

Lift Station	**Address**
A	250 Amelia St
B	613 Greene St
C	691 Palm Ave
D	1329 Seminary
DA	1391 Atlantic Ave
E	2430 Government Rd
F	1460 14th St
G	3545 Flagler Ave
H	250 Trumbo Rd
J	3900 S Roosevelt
K	Airport West
L	Airport Fed-ex
M	3805 S Roosevelt
N	2001 S Roosevelt
O	2700 Venetian Dr
P	Garrison Bight
R	3380 Donald Ave
S	99 Hilton haven Dr
T	1559 5th St
U	Mallory Sq
V	Jail
W	Outer Mole
Storm 1	Patricia & Ashby
Storm 5	Simonton St (west end)
Storm 3	White St. Indigenous Pk
Storm 2	Ashby & Catherine

Attachment No. 2

Naval Base Access Form

APPLICATION FOR ACTIVITY ACCESS

Consent to Criminal History

I hereby acknowledge understanding, that with the voluntary completion of this application, I am requesting access to a Department of Defense (DOD) facility. I hereby authorize Navy Security Force personnel to receive any citizenship and criminal history record information pertaining to me, which may be in the files of any federal, state, or local law enforcement agencies.

Privacy Act Statement

AUTHORITY: Privacy Act of 1974 (5 USC SECTION 552(A)(7)) 41 USC Section 423, 5CFR Section 2635.602, AR 340-21 Title 10 and 37 USC.
PRINCIPAL PURPOSE(S): To enable military security and/or law enforcement personnel to conduct Citizenship and Criminal Background investigations for civilians requesting access to DOD Facilities.
ROUTINE USE(S): To authorize access to DOD Facilities. Information may be reported to federal, state, and local law enforcement agencies with jurisdictional interest.
DISCLOSURE: Voluntary. Failure to provide requested information will result in denial of access to DOD Facilities.

PRINT CLEARLY FOR TIMELY PROCESSING

NAME (Last)	First	Middle	Gender
Social Security Number	Driver Lincense Number	Driver License State of Issue	PHONE/AREA CODE
ADDRESS (Home)			

DATE OF BIRTH	PLACE OF BIRTH (City)	PLACE OF BIRTH (State)	COUNTRY OF BIRTH

COLOR HAIR:	COLOR EYES:	HEIGHT:	WEIGHT:	COUNTRY OF CITIZENSHIP

I understand that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

Have you ever been convicted of a felony? ☐ Yes ☐ No
If Yes. How many years since conviction? _____ Years

I attest, under penalty of perjury, that I am (check one of the following): ***

☐	A citizen of the United States.	
☐	A Lawful Permanent Resident.	Alien Registration Number- A _____ _____ _____
☐	An Alien with Employment Authorization Document (EAD)	Employment Authorization Document Number _____

***All Non-Citizen's must provide an Alien Registration Number or Employment Authorization Document (EAD) Number and original cards with application. Access to the activity will not be authorized without this information.

Vehicle Information

Veh. Make	Veh. Model	Veh. Color	License Plate #	State of Issuance
Insurance Company Name		Insurance Policy #		Insurance Expiration Date

Reason for Access

Reason for Access? (Check one of the following.)	☐ Delivery ☐ Contractor	☐ Vendor	☐ Other _____
Company/Contractor Name:	Company/Contractor Phone #:	Destination / Area of worksite on activity:	
How long will you need access? (Check on of the following.)	☐ 1 Day ☐ 3-6 Mos.	☐ 1 Week ☐ 6-12 Mos	☐ 1 Month

Point of Contact (POC) Name:	POC's Command:	POC's Phone #:	Pass Request	Start Date	End Date

I agree to return the badge to the Security Officer upon termination of employment, completion of business transactions or any other reason that may cancel or alter my privilege for entry to the Station. I hereby agree to and certify that the above information and statements are true. I further agree to abide by all rules and regulations of this activity and subject myself and/or vehicle to search or detention for protection of information or property of the U.S. Government.

Signature: _____ Date: _____

Application Processing (For Navy Security Force Personnel Only)

PASS/ID Official Name	Idetnification Verified	Identification #	Photo Copy Retained ☐ Yes ☐ No

Activity Pass Information	☐ Activity Paper Pass ☐ CAC Identification (Green)	☐ Activity Photo Pass ☐ CAC Identification (Red)	☐ CAC Identification (White) ☐ Other
CNRSE 5200.1 Form 1	Activity Pass Number	Issue Date	Expiration Date

Base Visiting: Time & Date Issued:

Attachment No. 3

RAPIDGate Requirements

The following pages present the information on the RAPIDGate system that will be required for contractors and their employees to access the Navy base properties.

Personnel working at the facilities located in Navy properties shall comply with the requirements stipulated in the following pages.

DEPARTMENT OF THE NAVY
NAVAL AIR STATION
PO BOX 9001
KEY WEST FL 33040-9001

5530
Ser N00/429
17 Aug 10

From: Commanding Officer, Naval Air Station, Key West

To: Distribution

Subj: ACCESS CONTROL CHANGES EFFECTIVE 1 OCTOBER 2010

Encl (1) *RAPID*Gate Program Enrollment Information

1. Effective 1 October 2010, Naval Air Station (NAS), Key West will be implementing significant changes to its access procedures to increase the security posture of the installation. In accordance with Commander, Navy Installations Command (CNIC) Memo 5530, upcoming changes are being directed by CNIC. NAS Key West is aligning its procedures to be in compliance with these requirements. These new procedures will directly impact vendors, contractors, sub-contractors and service providers who regularly access NAS Key West. Our priority is to maintain a safe and secure installation and offer a solution that will also provide streamlined access onto the installation.

2. To summarize, due to safety and security requirements, access will be delayed if you are accessing the installation using a NAS Key West Contractor Badge, Short Term Pass, or Day Pass. Part of the increase in security will require additional vehicle screenings that may occur during each visit. To gain streamlined access onto the installation, we encourage you to review the benefits of the *RAPID*Gate Program. Below are the details about the changes and how to gain streamlined access onto the installation through the *RAPID*Gate Program.

a. Access Privilege Management

Category	*RAPID*Gate Participant	Contractor ID/Short Term Pass	Day Pass
Inspection Requirements	Random	Mandatory*	Mandatory*
Days Credential is valid	1 year	Until expiration date of existing Credential	1 day
Vehicle Pass	Not Required	Required	Required

*Inspections will only occur Monday - Friday, of 0700 - 1000 (7 a.m. - 10 a.m.) at the Commercial Gate. Access will be denied outside of those hours if you do not possess a *RAPID*Gate Credential.

b. Personnel who choose to participate in the *RAPID*Gate Program will have streamlined access onto the installation. *RAPID*Gate participants will only be subject to random vehicle inspections and

will be able to utilize the fast lane at Pass and ID to pick up their *RAPID*Gate Credentials. Access will be allowed during the times needed to perform business onto the installation.

c. Personnel who choose not to participate in the RAPIDGate Program will be required to obtain a day pass in Pass and ID each day and undergo a mandatory vehicle inspection prior to each access. All inspections will occur at the Commercial Gate no matter which Annex is being accessed. Inspection times will be limited to 0700 - 1000 Monday - Friday.

d. After 1 October 2010, NAS Key West Contractor Badges will no longer be issued. Only Day Passes will be issued. All Contractor Badges that were issued prior to these changes will maintain their existing expiration date.

e. The *RAPID*Gate Program provides the accepted background checks and may be a time/cost savings benefit to companies desiring to conduct business on NAS Key West.

3. The *RAPID*Gate Program will provide you with streamlined access onto the installation. To enroll, please follow the guidelines on the attached document, *RAPID*Gate Program Enrollment Information. Questions about the NAS Key West *RAPIDGate* Program should be addressed to info@rapidgate.*com* with the subject line RE: *RAPID*Gate Program.

4. We strongly encourage your participation in the *RAPID*Gate Program. It will assist us with streamlining access for your employees, improving the ability of our access control personnel, and maintaining higher levels of security and efficiency.

5. NAS Key West appreciates your continued support of our efforts to make this installation safer and more secure.

P. A. LEFERE

Distribution: (NASKWNOTE 5216)
Lists A and C

*RAPID*Gate Program Enrollment Information

1. Enroll your company by calling 1-877-*RAPID*Gate (877) 727-4342.

To enroll your company in the *RAPID*Gate Program, call Eid Passport at 1-877-*RAPID*Gate (877) 727-4342. A Customer Service Representative will give you all the necessary information regarding the *RAPID*Gate Program and send you the enrollment forms to enroll your company. On the Enrollment Forms you will need to provide your NAS Key West sponsor point of contact, including a name, phone number, and e-mail address. NAS Key West must authorize your request to participate in the *RAPID*Gate Program. The minimum elapsed time from company enrollment to an employee receiving his or her *RAPID*Gate Credential is approximately two weeks. **Enroll today to ensure your employees have their *RAPID*Gate Credentials by the Program effective date of 1 October 2010.**

If your company is already enrolled in the *RAPID*Gate Program at another installation, it may request access for its employees at this installation by calling 1-877-*RAPID*Gate (877) 727-4342. Once your company is approved by NAS Key West, your employees who already hold *RAPID*Gate Credentials may be able to use the same Credentials at the additional installation.

2. Employees register at onsite Registration Stations.

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees who need access to NAS Key West to register at the self-service registration station located at NAS Key West Pass and ID Office. Each employee should be ready to provide your company's *RAPID*Gate company code, his or her address, phone number, date of birth, and Social Security number. The Registration Station will capture the employee's photograph for badging and fingerprints for identity verification.

Assisted registration at your company's location may be available if you have 30 or more employees to register. Call 1-877-*RAPID*Gate (877) 727-4342 for details.

3. The *RAPID*Gate Program performs background screening and credentialing.

Once your company has approved each employee for participation and paid the registration fee, the *RAPID*Gate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized *RAPID*Gate Credentials at the NAS Key West Pass and ID. To retrieve a Credential, each employee must show proof of identity by presenting one form of identification from List A (page 2 of this enclosure), or two forms of identification from List B. Prior to a *RAPID*Gate Credential being issued, the individual will also need to demonstrate that the vehicle they will be driving onto the installation is registered and has valid insurance.

After activating their *RAPID*Gate Credentials, employees present their Credentials to request entry to NAS Key West, and must wear and display the Credentials at all times while on the installation. Questions about the NAS Key West *RAPID*Gate Program should be addressed to info@rapidgate.com with the subject line RE: *RAPID*Gate Program.

Forms of Acceptable Identification for picking up your credential:

List A - One Needed
• U.S. Passport (unexpired or expired) • Permanent Resident Card or Alien Registration Receipt Card (Form I-551) • Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization • Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I688A, I-688B)
List B - Two Needed
• Driver's license or ID card issued by a state • ID Card issued by federal, state or local government agencies or entities • School ID card with a photograph • Voter's registration card • U.S. Military card or draft record • Military Dependent's ID card • U.S. Coast Guard Merchant Mariner Card • Native American tribal document • Driver's license issued by a Canadian government authority • U.S. Social Security card issued by the Social Security Administration • Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350) • Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal • U.S. Citizen ID Card (Form I-197) • ID Card for use of Resident Citizen in the United States (Form I-179) • Unexpired employment authorization document issued by DHS (other than those listed under List A)

APPLICATION FOR ACTIVITY ACCESS

Consent to Criminal History

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Privacy Act Statement

AUTHORITY: Privacy Act of 1974 (5 USC SECTION 552(A)(7)) 41 USC Section 423, 5CFR Section 2635.602, AR 340-21 Title 10 and 37 USC.
PRINCIPAL PURPOSE(S): To enable military security and/or law enforcement personnel to conduct Citizenship and Criminal Background investigations for civilians requesting access to DOD Facilities.
ROUTINE USE(S): To authorize access to DOD Facilities. Information may be reported to federal, state, and local law enforcement agencies with jurisdictional interest.
DISCLOSURE: Voluntary. Failure to provide requested information will result in denial of access to DOD Facilities.

PRINT CLEARLY FOR TIMELY PROCESSING

NAME (Last)	First	Middle	Gender
Social Security Number	Driver Lincense Number	Driver License State of Issue	PHONE/AREA CODE
ADDRESS (Home)			

DATE OF BIRTH	PLACE OF BIRTH (City)	PLACE OF BIRTH (State)	COUNTRY OF BIRTH

COLOR HAIR:	COLOR EYES:	HEIGHT:	WEIGHT:	COUNTRY OF CITIZENSHIP

I understand that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

Have you ever been convicted of a felony? ☐ Yes ☐ No
If Yes. How many years since conviction? _____ Years

I attest, under penalty of perjury, that I am (check one of the following): ***

☐	A citizen of the United States.	
☐	A Lawful Permanent Resident.	Alien Registration Number- A _____ _____ _____
☐	An Alien with Employment Authorization Document (EAD)	Employment Authorization Document Number _____

***All Non-Citizen's must provide an Alien Registration Number or Employment Authorization Document (EAD) Number and original cards with application. Access to the activity will not be authorized without this information.

Vehicle Information

Veh. Make	Veh. Model	Veh. Color	License Plate #	State of Issuance
Insurance Company Name		Insurance Policy #		Insurance Expiration Date

Reason for Access

Reason for Access? (Check one of the following.)	☐ Delivery ☐ Contractor	☐ Vendor	☐ Other _____
Company/Contractor Name:	Company/Contractor Phone #:	Destination / Area of worksite on activity:	
How long will you need access? (Check on of the following.)	☐ 1 Day ☐ 3-6 Mos.	☐ 1 Week ☐ 6-12 Mos	☐ 1 Month

Point of Contact (POC) Name:	POC's Command:	POC's Phone #:	Pass Request	Start Date	End Date

I agree to return the badge to the Security Officer upon termination of employment, completion of business transactions or any other reason that may cancel or alter my privilege for entry to the Station. I hereby agree to and certify that the above information and statements are true. I further agree to abide by all rules and regulations of this activity and subject myself and/or vehicle to search or detention for protection of information or property of the U.S. Government.

Signature: _____ Date: _____

Application Processing (For Navy Security Force Personnel Only)

PASS/ID Official Name	Idetnification Verified	Identification #	Photo Copy Retained ☐ Yes ☐ No

Activity Pass Information	☐ Activity Paper Pass ☐ CAC Identification (Green)	☐ Activity Photo Pass ☐ CAC Identification (Red)	☐ CAC Identification (White) ☐ Other
CNRSE 5200.1 Form 1	Activity Pass Number	Issue Date	Expiration Date

Base Visiting: Time & Date Issued:

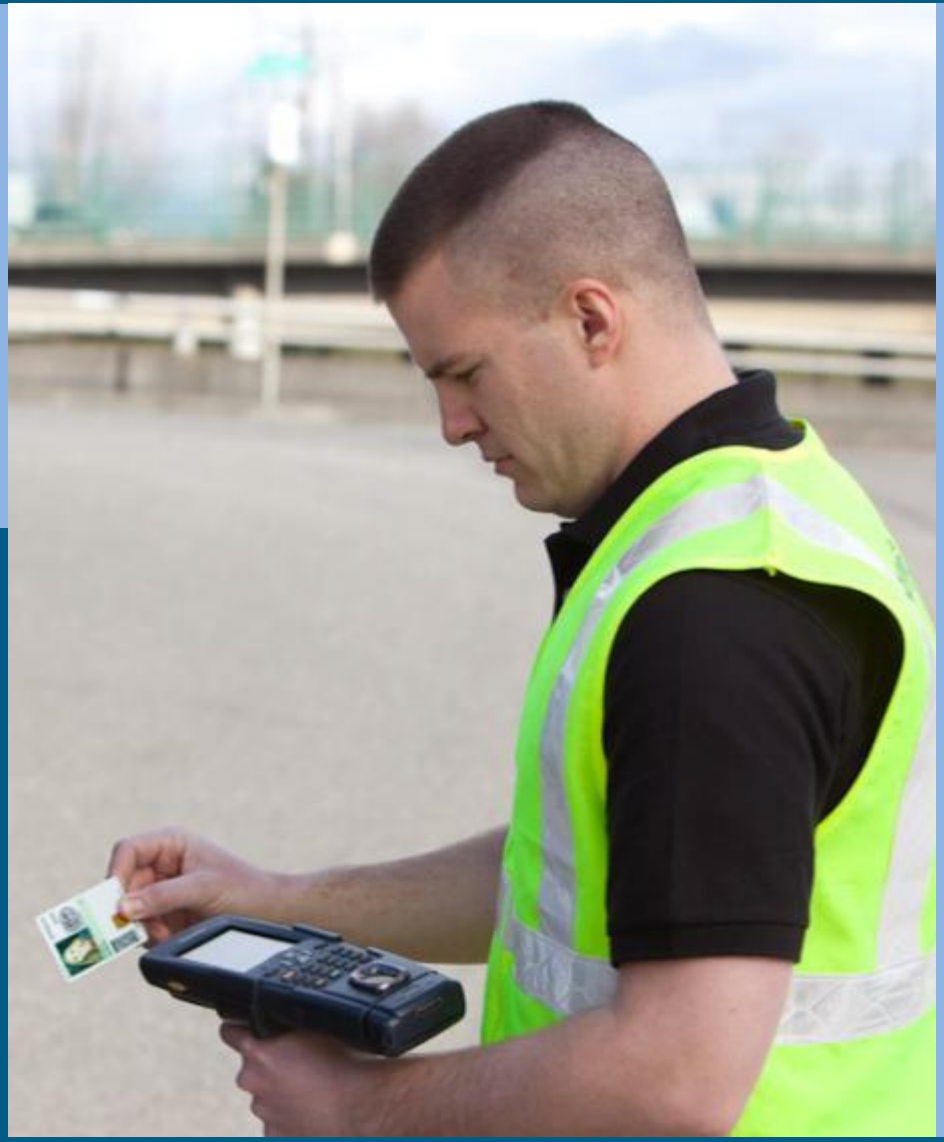
ACCESS LIST FOR

Last Name	First Name	Social Security # (LAST 4)	Company/Group	Access	Hours	Visit Dates	PWD Requesting Official	Contact Phone #

RAPIDGate®

Enterprise Installation
Access Control Solution

*RAPID*Gate
Tenant Brief
NAS Key West



Matt Faletti
Director
Government Affairs Group

Amber Phelps
Regional Program Manager
Government Affairs Group

The *RAPID*Gate Program

"Enterprise Solution for Identity Management and Perimeter Installation Access Control Designed to Manage non-CAC Eligible Vendors, Contractors, Sub-contractors, Suppliers, and Service Providers."

- *The RAPID*Gate Program supports US Navy efforts to comply with:
  - HSPD 12 Policy for a Common Identification Standard for Federal Employees and Contractors
  - Public Law 110-181 (FY 2008) SEC 1069 Standards for Entry to Military Installations in (the) United States
  - USNORTHCOM Installation Access Control Guidance in the AOR, dtd 05 DEC 2007
  - Federal Information Processing Standards Publication (FIPS) 201-1 Personal Identity Verification (PIV) of Federal Employees and Contractors, dtd MAR 2006
  - DoD Instruction (DoDI) 2000.16 DoD Anti-Terrorism Standards , dtd 02 OCT 2006
  - DoDI 5200.08-R Physical Security Program, dtd APR 2007
  - Directive Type Memorandum (DTM) 09-12 Interim Policy Guidance for DoD Physical Access, dtd 08 DEC 2009
  - OPNAV Instruction 5530.14 Navy Physical Security and Law Enforcement Program, dtd 28 JAN 2009
  - OPNAV Instruction 1752.3 Policy for Sex Offender Tracking, Assignment and Access Restrictions with the Navy, dtd 27 May 2009
  - MEMORANDUM FOR COMMANDANT OF THE MARINE CORPS CHIEF OF NAVAL OPERATIONS

The *RAPID*Gate Installation Program Benefits

- Standardized enrollment, vetting, credentials and control of access privileges for all vendors, contractors, sub-contractors, suppliers and service providers coming aboard CNIC installations **not eligible for a CAC**
- Improved the safety and security of CNIC installations through the continuous vetting and "in near real time" the electronic verification of credentials & access privileges of vendors/contractors coming aboard CNIC installations
- Improved efficiencies at Pass & ID through a reduction in the issuance of contractor passes and other locally produced credentials

The *RAPID*Gate Installation Program Benefits

- Improve access control security when admitting vendors/contractors by reducing the number and types of perimeter access credentials.
- Improve installation and tenant organization security through the management of vendors/contractors by a single system
- Lower overhead of CNIC and other Commands through the reduction of and/or elimination of the purchase and/or annual sustainment of existing locally produced credentialing systems
- NEXCOM fully supports CNIC Navy Notice and *RAPID*Gate SOP for the vendors/contractors who serve their facilities to create a "trusted" vendor/contractor and support their loss prevention program

The *RAPID*Gate Program Capabilities

RAPIDGate®

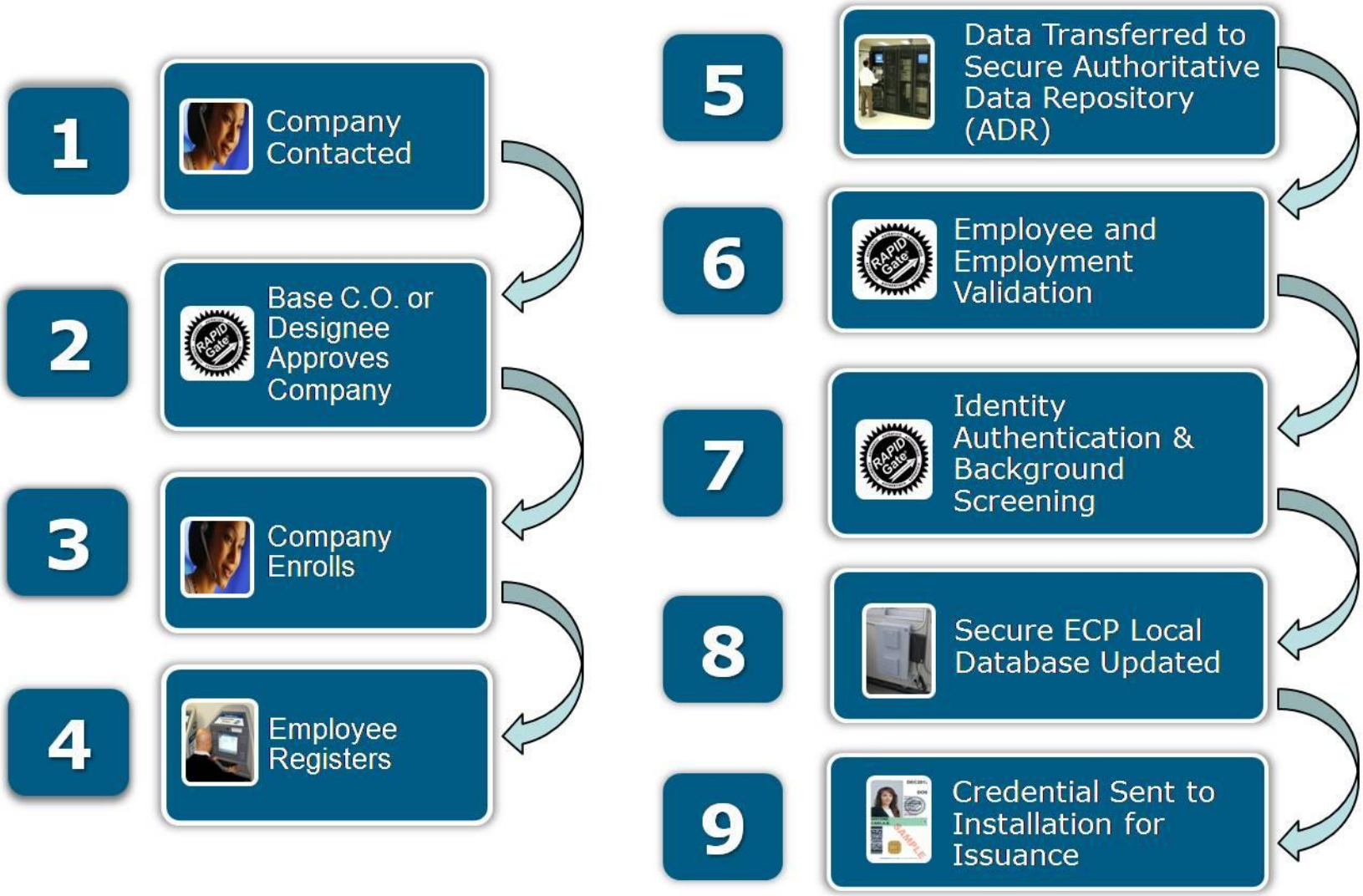
Electronically Verify & Biometrically Authenticate

- Self-Registration
- Vetting – comprehensive initial background screening and regular re-screening
- Credentialing – manufacturing, shipping, issuance and lifecycle management
- Access Control– Electronically verify & biometrically authenticate in near real-time identities & credentials
- Access Privileges – Authoritative data repository (ADR) local ECP servers updated every 30 minutes
- Reporting – Monthly activity and ad hoc reports

The *RAPID*Gate Program Participants

- **Participants**
  - ✓ Vendors
  - ✓ Contractors
  - ✓ Sub-contractors
  - ✓ Suppliers
  - ✓ Service Providers
- **Regardless of how personnel come onto the installation**
  - ✓ Walk
  - ✓ Cars
  - ✓ Pick-ups
  - ✓ Vans
  - ✓ Trucks/Semi-trucks

The *RAPID*Gate Program Enrollment



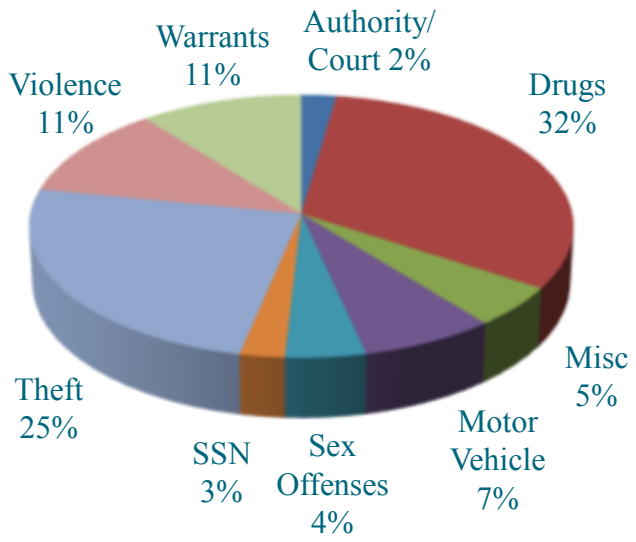
*The RAPID*Gate Program Enforcement

1. Credential Issued to Employee After Review of I-9 Documents
2. Employee Arrives at ECP
3. Force Protection Personnel Match Credential to Employee & Scan
4. Credential Verified Against Secure ECP Local Database
5. Handheld Displays Access Control Recommendation
6. Ingress Data Transferred to Secure ADR for Reporting Capability

The *RAPID*Gate Program Vetting

- **Initial Vetting**
  - ✓ Identity Validation
  - ✓ 10 Year Address History
  - ✓ Electronic Database Vetting
  - ✓ SSN Trace
- **Program Disqualifiers**
  - ✓ Any Felony Conviction
  - ✓ Registered Sexual Offender
  - ✓ Any Outstanding Criminal Warrant
  - ✓ National Criminal Database hit
- **Credential Issuance**
  - ✓ I-9 Document Check at Issuance
  - ✓ No-entry, Debarment, No Work Lists
  - ✓ Issued by Government personnel
- **Ongoing**
  - ✓ Watchdog Electronic Re-vetting Every 92 days

The *RAPID*Gate Program Sample Disqualification Summary



*RAPID*Gate Program Life-to-Date Vetting Has Experienced a 4.13% Disqualification Rate

Actual Disqualification Examples (All Convictions are Felonies):

- Registered Sex Offender
- Invalid Social Security Number
- Auto Theft
- Burglary/Robbery
- Counterfeit Access Cards
- Embezzlement/Extortion/Forgery/Fraud
- Assault with a Deadly Weapon
- Assault on a Peace Officer
- Attempted Murder
- Cruelty to a Child
- Outstanding Warrants
- Escape By State Prison Inmate
- Drug Violations (Meth, Cocaine, Heroin)
- Permit Minors to Consume Alcohol
- Bringing in Illegal Aliens
- Firearm Violations
- Conspiracy to Commit Offenses Against the US
- Kidnapping
- Malicious Destruction of Property
- Stalking
- Vandalism
- Preventing Witness From Testifying
- DUI and Gross Vehicular Manslaughter
- Fleeing and Eluding

The *RAPID*Gate Program Hardware & Credential

REGISTRATION STATION

- Multi-Language
- Digital Camera
- Fingerprint Scanner
- ADA Compliant

HANDHELD DEVICE

- Mag stripe reader
- 2D barcode reader
- Fingerprint scanner
- Color display
- Easy to read
- Battery status
- 802.11G wireless connectivity to the guard station

GUARD STATION

- UPS
- Locked enclosure

*RAPID*Gate CREDENTIAL

- Credential uses FIPS 201-1
- GSA approved product
- List cardstock and follows NIST SP800-104 topography recommendations

HANDHELD CHARGERS AND CRADLES

- Battery indicator light
- Easy to use
- Spare Batteries

Vendor and Contractor NAS Key West Access Changes

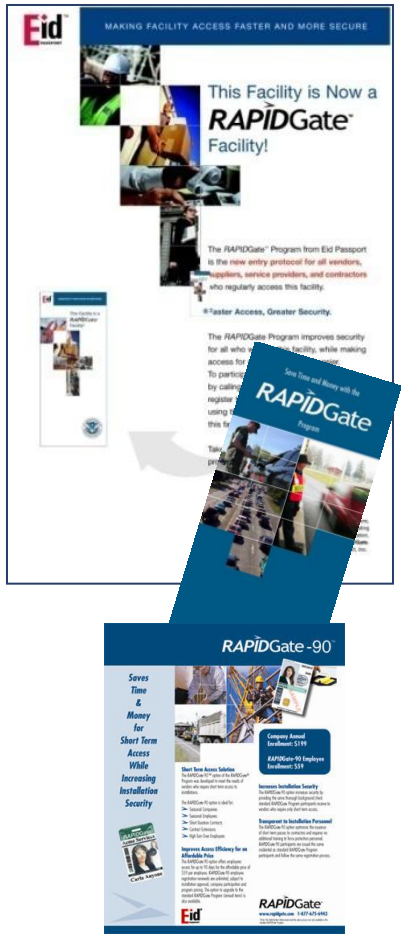
- **General SOPs:**
  - Existing Contractor Passes will maintain their existing expiration date
  - Manufacturing of new Contractor Passes will stop on 01 OCT
- ***RAPID*Gate Participants:**
  - Subject to random inspections
  - Access permitted through all gates during the necessary business hours
- **Contractor ID/Short-term ID**
  - Mandatory Inspections
  - Inspections will only occur Mon-Fri 7:00am – 10:00am at the Commercial Gate. Access will be denied outside of those hours if a *RAPID*Gate Credential is not used.
  - All inspections will occur at the Commercial Gate no matter which annex is being accessed

The *RAPID*Gate Program Shared Responsibilities

- **Eid Passport**
  - ✓ Owns, updates and maintains hardware and software
  - ✓ Trains force protection personnel and other affected Government employees
  - ✓ Contacts vendors/contractors and maintains that relationship throughout Program
- **Vendor/Contractor Company**
  - ✓ Company funds Program participation
- **Government**
  - ✓ Provides electricity, phone connectivity, space, credential issuance and Program support
  - ✓ Support implementation and ongoing management of the Program

Role of Tenant Sponsors

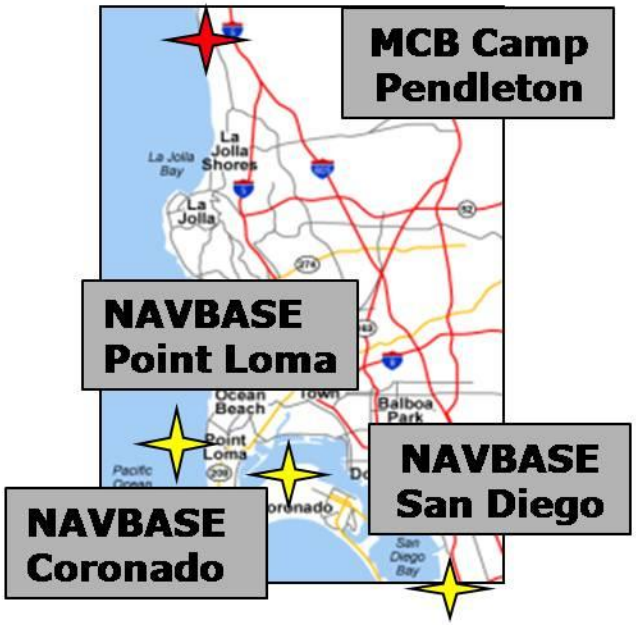
- **Approve authorized companies**
  - Provide company contact and Access Privileges
  - Respond to request for approval for companies not on the approved list
  - Review list of approved companies on monthly basis and provide changes/ updates
- **Deactivate unauthorized companies**
  - Just call 1-877-*RAPID*Gate for immediate deactivation
- **Help companies take advantage of the program**
  - We can help you help the vendors; Direct them to 1-877-*RAPID*Gate
- **Support of the installation security changes**



The *RAPID*Gate Program Options

- ***RAPID*Gate Enterprise Option**
  - ✓ One credential
  - ✓ Same installation access process
  - ✓ Access privileges for multiple installations as approved by Installation Commanding Officers

- ***RAPID*Gate-90® Option**
  - ✓ Access for up to 90 days
  - ✓ Same registration, background screen and credential
  - ✓ Designed for:
    - Seasonal companies & employees
    - Short duration contracts & contract extensions
    - Probationary employees and high turn-over workforces



The *RAPID*Gate Program Pricing

Program	Enrollment	Price
***RAPID*Gate Program (single installation)**	**Company**	**$199 annually**
***RAPID*Gate Program (single installation)**	**Employee**	**$159 annually**
***RAPID*Gate Enterprise (multiple installations)**	**Company**	**$249 annually 2 or more installations**
***RAPID*Gate Enterprise (multiple installations)**	**Employee**	**$199 annually 2 or more installations**
***RAPID*Gate-90**	**Employee**	**$59 per 90 days**
Replacement Credential	**Employee**	**$30 per credential**

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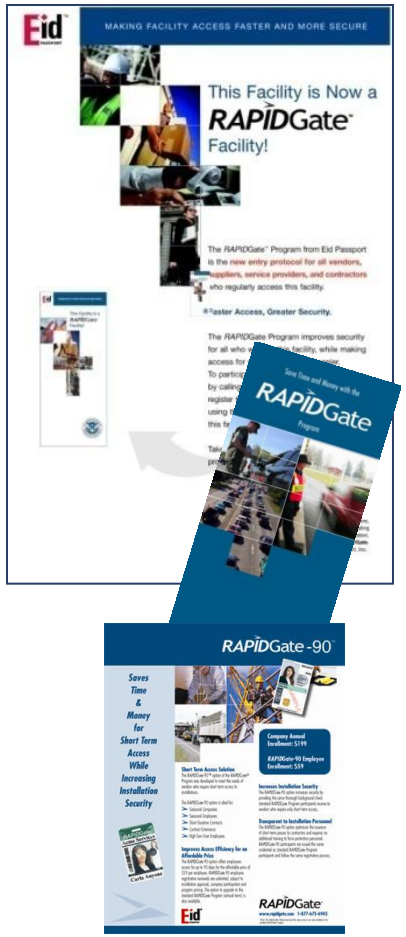

The *RAPID*Gate Program

Questions?

NAS Key West Pre-Approved Company List (ACL)

Vendor Company Name	Phone Number	Company Contact for RAPIDGate	Street Address	City	State	Zip	Sponsor Contact Name	**Access Privilege Profile: (select one)** • Weekday: 0500-1800 M-F • Every day: 0500-1800 Mon-Sun • Extended: 0400-2200 Mon-Sun • Full Access: 24/7